PRIMUS TELECOMMUNICATIONS GROUP INC
Form 424B3
January 19, 2011
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PROPOSED MERGER YOUR VOTE IS VERY IMPORTANT

The boards of directors of Primus Telecommunications Group, Incorporated, or Primus, and Arbinet Corporation, or Arbinet, have each approved an Agreement and Plan of Merger, dated as of November 10, 2010, as amended by Amendment No. 1 dated December 14, 2010, by and among Primus, Arbinet and PTG Investments, Inc., or the merger agreement, pursuant to which PTG Investments, Inc., a wholly owned subsidiary of Primus referred to as Merger Sub, will merge with and into Arbinet with Arbinet surviving the merger as a wholly owned subsidiary of Primus.

Primus and Arbinet will each hold a special meeting of its stockholders in connection with the proposed merger. At the Primus special meeting, Primus stockholders will be asked to consider and vote on a proposal to approve the issuance of shares of Primus common stock pursuant to the merger agreement and to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended. At the Arbinet special meeting, Arbinet stockholders will be asked to consider and vote on a proposal to approve and adopt the merger agreement.

If the merger is completed, each share of Arbinet common stock (other than shares subject to perfected appraisal rights) will be converted into the right to receive the number of shares of Primus common stock equal to an exchange ratio, which will be calculated as follows:
(i) $28,000,000, which may be increased by the net proceeds of a sale of Arbinet s patents and associated rights to a third party for cash, *divided by* (ii) the number of shares of Arbinet common stock issued and outstanding immediately prior to the consummation of the merger plus shares that may become issuable as Primus common stock at or after the closing of the merger in connection with Primus s assumption of Arbinet s outstanding warrants, options, stock appreciation rights and other equity awards (but excluding any issuable shares that are subject to Arbinet s stock options and stock appreciation rights as of the closing of the merger and for which the exercise price or base price, respectively, is greater than the greater of (x) $6.05 per share of Arbinet common stock and (y) the closing stock price per share of Arbinet common stock on the day prior to the closing of the merger, and, with respect to Arbinet s stock appreciation rights, including only the net number of shares of Arbinet common stock that will be issuable as calculated using the closing price of Arbinet common stock on the day prior to the closing of the merger), *divided by* (iii) $9.5464.

The actual exchange ratio cannot be determined until just before closing of the merger; however, assuming (i) the $28,000,000 base price is not increased in connection with any sale of patents and (ii) there are an aggregate of 5,722,267 shares of Arbinet common stock issued and outstanding and shares of Arbinet common stock issuable subject to Arbinet warrants and equity awards that meet the requirements described in the preceding paragraph (assuming a per share price of Arbinet common stock of $8.44 and that no shares are subject to a perfected appraisal process), the exchange ratio, as of January 7, 2011, would be expected to be 0.5126 or approximately one share of Primus common stock for 2.02 shares of Arbinet common stock owned. The actual exchange ratio may vary significantly from the ratio determined based on the assumptions above.

Primus stockholders will continue to own their existing shares of Primus common stock following the merger. We anticipate that, immediately following completion of the merger, and based on the same assumptions as described in the immediately preceding paragraph, Arbinet stockholders (by virtue of holding Arbinet common stock immediately prior to the effective time of the merger) would own approximately 22% of the outstanding shares of Primus common stock.

Primus s common stock is currently quoted on the OTC Bulletin Board under the symbol PMUG. In connection with the merger, Primus is to use its reasonable best efforts to have its common stock listed for trading on the NASDAQ. Primus has submitted an application to list its common stock on the NASDAQ. However, there can be no assurances that such listing will be effected.

Arbinet s common stock is currently listed on the NASDAQ Global Market under the symbol ARBX.

This document is a prospectus relating to shares of Primus common stock to be issued pursuant to the merger and a joint proxy statement for Primus and Arbinet to solicit proxies for their respective special meetings of stockholders. It contains answers to frequently asked questions and a summary of the important terms of the merger, the merger agreement and related matters, followed by a more detailed discussion.

For a discussion of certain significant matters that you should consider before voting on the proposed

transaction, see **Risk Factors beginning on page 38.**

Neither the Securities and Exchange Commission, which is referred to as the SEC, nor any state securities regulatory authority has approved or disapproved of the merger or the securities to be issued under this joint proxy statement/prospectus or has passed upon the adequacy or accuracy of the disclosure in this joint proxy statement/prospectus. Any representation to the contrary is a criminal offense.

This joint proxy statement/prospectus is dated January 19, 2011, and is first being mailed to stockholders of Primus and Arbinet on or about January 25, 2011.

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PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED

7901 Jones Branch Drive, Suite 900

McLean, VA 22102

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS OF

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED

TO BE HELD ON FEBRUARY 25, 2011

To the Stockholders of Primus Telecommunications Group, Incorporated:

We will hold a special meeting of the stockholders of Primus on February 25, 2011 at 9:00 a.m., Eastern time, at the Hilton McLean Tysons Corner located at 7920 Jones Branch Drive, McLean, VA 22102, for the following purposes:

1. to consider and vote upon a proposal to approve the issuance of shares of Primus common stock pursuant to the Agreement and Plan of Merger, dated as of November 10, 2010, as amended by Amendment No. 1 thereto dated December 14, 2010, by and among Primus, PTG Investments, Inc., a wholly owned subsidiary of Primus referred to as Merger Sub, and Arbinet Corporation, as it may be amended from time to time, which provides for, among other things, the merger of Merger Sub with and into Arbinet with Arbinet surviving the merger as a wholly owned subsidiary of Primus;

2. to consider and vote upon a proposal to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended; and

3. to consider and vote upon a proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to approve either of the foregoing proposals.

In addition, Primus will transact any other business that may properly come before the special meeting, or any adjournment or postponement thereof, by or at the discretion of the board of directors of Primus.

Only holders of record of Primus common stock at the close of business on January 12, 2011, the record date for the special meeting, are entitled to receive this notice and to vote their shares at the special meeting or at any adjournment or postponement (to the extent permitted by law) of the special meeting. All stockholders of record are cordially invited to attend the special meeting in person.

The approval of each of the proposals to issue shares of Primus common stock pursuant to the merger agreement and to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, requires the affirmative vote of a majority of the total votes cast at the special meeting. Even if you plan to attend the special meeting in person, Primus requests that you complete, sign, date and return the enclosed proxy (or cast your vote by telephone or over the Internet by following the instructions on your proxy card) prior to the special meeting to ensure that your shares will be represented at the special meeting if you are unable to attend.

For more information about the merger, the other transactions contemplated by the merger agreement (including the issuance of shares of Primus common stock), and the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, please review the accompanying joint proxy statement/prospectus, including the merger agreement attached to it as Annex A, and the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, attached to it as Annex E.

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Primus s board of directors unanimously recommends that Primus stockholders vote FOR the proposal to approve the issuance of shares of Primus common stock pursuant to the merger agreement, FOR the proposal to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, and FOR the adjournment of the Primus special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.

By Order of the Board of Directors,

Thomas D. Hickey
General Counsel and Secretary

Dated: January 19, 2011

IMPORTANT

Your vote is important. Whether or not you plan to attend the special meeting, please complete, sign and date the enclosed proxy and return it promptly in the enclosed postage-paid envelope. You may also cast your vote by telephone or over the Internet by following the instructions on your proxy card. If you vote by telephone or over the Internet, you do not need to submit your proxy card. **Remember, your vote is important, so please act today.**

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ARBINET CORPORATION

460 Herndon Parkway, Suite 150

Herndon, Virginia 20170

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS OF

ARBINET CORPORATION

TO BE HELD ON FEBRUARY 25, 2011

To the Stockholders of Arbinet Corporation:

We will hold a special meeting of the stockholders of Arbinet on February 25, 2011 at 10:00 a.m., Eastern time, at Arbinet s headquarters located at 460 Herndon Parkway, Suite 150, Herndon, VA 20170, for the following purposes:

1. to consider and vote upon a proposal to approve and adopt the Agreement and Plan of Merger, dated as of November 10, 2010, as amended by Amendment No. 1 thereto dated December 14, 2010, by and among Primus Telecommunications Group, Incorporated, PTG Investments, Inc., a wholly owned subsidiary of Primus referred to as Merger Sub, and Arbinet, as it may be amended from time to time, which provides for, among other things, the merger of Merger Sub with and into Arbinet with Arbinet surviving the merger as a wholly owned subsidiary of Primus; and

2. to consider and vote upon a proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to approve the proposal to approve and adopt the merger agreement.

In addition, Arbinet will transact any other business that may properly come before the special meeting, or any adjournment or postponement thereof, by or at the direction of the board of directors of Arbinet.

Only holders of record of Arbinet common stock at the close of business on January 12, 2011, the record date for the special meeting, are entitled to receive this notice and to vote their shares at the special meeting or at any adjournment or postponement of the special meeting. All stockholders of record are cordially invited to attend the special meeting in person.

The approval and adoption of the merger agreement requires the affirmative vote of the holders of a majority of the outstanding shares of Arbinet common stock entitled to vote thereon. Even if you plan to attend the special meeting in person, Arbinet requests that you complete, sign, date and return the enclosed proxy (or cast your vote by telephone or over the Internet by following the instructions on your proxy card) prior to the special meeting to ensure that your shares will be represented at the special meeting if you are unable to attend. If you fail to attend the special meeting in person or by proxy, your shares will not be counted for purposes of determining whether a quorum is present at the meeting and it will have the same effect as a vote against the approval and adoption of the merger agreement, but will not affect the outcome of the vote regarding the proposal to adjourn the special meeting.

Attendance at the special meeting is limited to stockholders. If you hold shares in street name (that is, through a bank, broker, custodian or other nominee) and would like to attend the special meeting, you will need to bring an account statement or other acceptable evidence of ownership of shares of Arbinet common stock as of the record date. In addition, if you would like to attend the special meeting and vote in person, in order to vote, you must contact the person in whose name your shares are registered, obtain a proxy from that person and bring it to the special meeting. The use of cell phones, PDAs, pagers, recording and photographic equipment, camera phones and/or computers is not permitted in the meeting rooms at the special meeting.

For more information about the merger and the other transactions contemplated by the merger agreement, please review the accompanying joint proxy statement/prospectus and the merger agreement attached to it as Annex A.

Arbinet s board of directors unanimously recommends that Arbinet s stockholders vote FOR the approval and adoption of the merger agreement, which provides for, among other things, the merger of Merger Sub with and into Arbinet with Arbinet surviving the merger as a wholly owned subsidiary of

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Primus, and FOR the adjournment of the Arbinet special meeting, if necessary or appropriate, to permit the solicitation of additional proxies. In considering the recommendation of Arbinet s board of directors, stockholders of Arbinet should be aware that members of Arbinet s board of directors and its executive officers have agreements and arrangements that provide them with interests in the merger that may be different from, or in addition to, those of Arbinet stockholders. See The Merger Interests of Certain Persons in the Merger that May be Different from Your Interests beginning on page 123.

By Order of the Board of Directors,

Shawn F. O Donnell
Chief Executive Officer and President

Dated: January 19, 2011

IMPORTANT

Your vote is important. Whether or not you plan to attend the special meeting, please complete, sign and date the enclosed proxy and return it promptly in the enclosed postage-paid envelope. You may also cast your vote by telephone or over the Internet by following the instructions on your proxy card. If you vote by telephone or over the Internet, you do not need to submit your proxy card. **Please do not send any stock certificates at this time. Remember, your vote is important, so please act today.**

ADDITIONAL INFORMATION

This joint proxy statement/prospectus incorporates by reference important business and financial information about Primus from other documents filed with the Securities and Exchange Commission, or the SEC, that are not included or delivered with this joint proxy statement/prospectus. See Incorporation of Certain Documents by Reference and Where You Can Find More Information beginning on pages 182 and 183, respectively, of this joint proxy statement/prospectus.

Documents incorporated by reference are available to you without charge through the SEC s web site (*http://www.sec.gov*) or by requesting them in writing or by telephone from Primus at the following address and telephone number:

Primus Telecommunications Group, Incorporated

Attention: Investor Relations

7901 Jones Branch Drive, Suite 900

McLean, Virginia 22012

(703) 748-8050

www.primustel.com

You will not be charged for any of these documents that you request. Primus and Arbinet stockholders requesting documents should do so no later than February 18, 2011 in order to receive timely delivery of the requested documents in advance of their respective special meeting.

VOTING BY TELEPHONE, INTERNET OR MAIL

Primus stockholders of record may submit their proxies by:

Telephone. You can vote by telephone by calling the toll-free number 1-800-690-6903 in the United States, Canada or Puerto Rico on a touch-tone telephone. You will then be prompted to enter the control number printed on your proxy card and to follow the subsequent instructions. Telephone voting is available 24 hours a day until 11:59 p.m., New York time, on February 24, 2011. If you vote by telephone, you do not need to return your proxy card or voting instruction card.

Internet. You can vote over the Internet by accessing the web site at *http://www.proxyvote.com* and following the instructions on the secure web site. Internet voting is available 24 hours a day until 11:59 p.m., New York time, on February 24, 2011. If you vote over the Internet, you do not need to return your proxy card or voting instruction card.

Mail. You can vote by mail by completing, signing, dating and mailing your proxy card or voting instruction card in the postage-paid envelope included with this joint proxy statement/prospectus.

Arbinet stockholders of record may submit their proxies by:

Telephone. You can vote by telephone by calling the toll-free number 1-866-853-9884 in the United States, Canada or Puerto Rico on a touch-tone telephone. You will then be prompted to enter the control number printed on your proxy card and to follow the subsequent instructions. Telephone voting is available 24 hours a day until 3:00 a.m., New York time, on February 25, 2011. If you vote by telephone, you do not need to return your proxy card or voting instruction card.

Internet. You can vote over the Internet by accessing the web site at *http://www.proxyvotenow.com/arbx* and following the instructions on the secure web site. Internet voting is available 24 hours a day until 3:00 a.m., New York time, on February 25, 2011. If you vote over the Internet, you do not need to return your proxy card or voting instruction card.

Mail. You can vote by mail by completing, signing, dating and mailing your proxy card or voting instruction card in the postage-paid envelope included with this joint proxy statement/prospectus.

If you hold your Primus or Arbinet shares through a bank, broker, custodian or other nominee:

Please refer to your proxy card or voting instruction form or the information forwarded by your bank, broker, custodian or other nominee to see which voting methods are available to you.

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QUESTIONS AND ANSWERS ABOUT THE MERGER

The following are answers to common questions that you may have regarding the merger and your special meeting. Primus and Arbinet urge you to read carefully the remainder of this joint proxy statement/prospectus because the information in this section may not provide all the information that might be important to you in determining how to vote. Additional important information is also contained in the annexes to, and the documents incorporated by reference in, this joint proxy statement/prospectus. See Incorporation of Certain Documents By Reference and Where You Can Find More Information beginning on pages 182 and 183, respectively.

Q: What will happen in the merger?

A: The proposed merger will combine the businesses of Primus and Arbinet. At the effective time of the merger, a wholly owned subsidiary of Primus, referred to as Merger Sub, will merge with and into Arbinet. As a result of the merger, Arbinet will survive as a wholly owned subsidiary of Primus and Primus will continue as a public company. Promptly after the effective time of the merger, Primus intends to contribute Arbinet, as the surviving entity of the merger, to Primus Telecommunications Holding, Inc., a wholly owned subsidiary of Primus.

Q: Why am I receiving this document?

A: You are receiving this joint proxy statement because you are a stockholder of Primus or Arbinet. This joint proxy statement is being used by both the Primus and Arbinet boards of directors to solicit proxies of Primus and Arbinet stockholders, respectively, in connection with each entity s special meeting of stockholders. In addition, this document is a prospectus being delivered to Arbinet stockholders because Primus is offering shares of its common stock to Arbinet stockholders in exchange for shares of Arbinet common stock in connection with the merger.

Q: What are holders of Primus common stock being asked to vote on?

A: Holders of Primus common stock are being asked to vote on the following proposals:

- approve the issuance of shares of Primus common stock pursuant to the merger agreement;
- approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended; and
- approve the adjournment of the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies if there are insufficient votes at the time of the special meeting to approve either of the foregoing proposals.

Q: What are holders of Arbinet common stock being asked to vote on?

A: Holders of Arbinet common stock are being asked to vote on the following proposals:

- approve and adopt the merger agreement; and

- approve the adjournment of the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies if there are insufficient votes at the time of the special meeting to approve and adopt the merger agreement.

Q: Why have Primus and Arbinet decided to merge?

A: Primus and Arbinet believe that the merger will provide strategic and financial benefits to stockholders, customers and employees, including:

- increased scale in a rapidly consolidating global telecommunications market;

- increased cross-selling opportunities;

the potential to produce meaningful cost savings and operational synergies resulting primarily from the elimination of duplicative expenses related to maintaining public company status, compliance and exchange listing fees, as well as from other selling, general and administrative savings, headcount reductions and a reduction in the telecommunications costs of sales;

allowing customers access to more global rates at enhanced prices; and

access to additional traffic streams, enhanced voice traffic routing and termination, the increased ability to manage multiple segments of carrier customers, and additional market opportunities in the carrier services market.

For a more complete description of Primus s and Arbinet s reasons for the merger, see The Merger Reasons for the Merger Arbinet and The Merger Reasons for the Merger Primus beginning on pages 102 and 105, respectively.

Q: What does the Primus board of directors recommend?

Primus s board of directors unanimously recommends that Primus stockholders vote FOR the proposal to approve the issuance of shares of Primus common stock pursuant to the merger agreement, FOR the proposal to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, and FOR the adjournment of the Primus special meeting, if necessary or appropriate, to permit the solicitation of additional proxies. See The Merger Reasons for the Merger Primus and Approval of the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended beginning on pages 105 and 165, respectively.

Q: What does the Arbinet board of directors recommend?

Arbinet s board of directors unanimously recommends that Arbinet stockholders vote FOR the approval and adoption of the merger agreement and FOR the adjournment of the Arbinet special meeting, if necessary or appropriate, to permit the solicitation of additional proxies. For a more complete description of the recommendation of the Arbinet board of directors, see The Merger Reasons for the Merger Arbinet beginning on page 102.

Q: Why is my vote important?

A: If you do not return your proxy card by mail or submit your proxy by telephone or over the Internet or vote in person at your special meeting, it may be difficult for Primus or Arbinet to obtain the necessary quorum to transact business at its respective special meeting.

In connection with the Primus special meeting, abstentions and broker non-votes (a broker non-vote is an unvoted proxy submitted by a bank, broker, custodian or other nominee on a stockholder s behalf) will be considered in determining the presence of a quorum. However, because abstentions and broker non-votes are not considered votes cast, they will not have any effect on the outcome of the vote with respect to each of the proposals to approve the issuance of shares of Primus common stock pursuant to the merger agreement and the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended. With respect to the proposal to adjourn the Primus special meeting, if necessary or appropriate, to permit the solicitation of additional proxies, abstentions will have the same effect as a vote AGAINST any such proposal, and broker non-votes, because they are not considered voting power present, will have no effect on approval of such proposal.

In connection with the Arbinet special meeting, abstentions and broker non-votes will be considered in determining the presence of a quorum and will have the same effect as votes cast AGAINST the approval and adoption of the merger agreement. For any proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies, abstentions will have the same effect as a vote AGAINST any such proposal if a quorum is not present, but will have no effect on such proposal if a quorum is present, and broker non-votes will have no effect on such proposal.

No matter how many shares you own, you are encouraged to vote.

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Q: When and where are the special meetings?

A: The Primus special meeting will take place on February 25, 2011 at 9:00 a.m., Eastern time, at the Hilton McLean Tysons Corner located at 7920 Jones Branch Drive, McLean, VA 22102.

The Arbinet special meeting will take place on February 25, 2011 at 10:00 a.m., Eastern time, at Arbinet s headquarters located at 460 Herndon Parkway, Suite 150, Herndon, VA 20170.

For additional information relating to the Primus and Arbinet special meetings, see The Stockholder Meetings beginning on page 159.

Q: What will I receive in the merger in exchange for my shares of Arbinet common stock?

A: If the merger is completed, each share of Arbinet common stock (other than shares subject to perfected appraisal rights and other than any shares of Arbinet held by Primus, Arbinet or any of their respective direct or indirect wholly owned subsidiaries, in each case except for any such shares held on behalf of third parties) will be converted into the right to receive the number of shares of Primus common stock equal to an exchange ratio, which will be calculated as follows: (i) $28,000,000, which may be increased by the net proceeds of a sale of Arbinet s patents and associated rights to a third party for cash, *divided by* (ii) the number of shares of Arbinet common stock issued and outstanding immediately prior to the consummation of the merger plus shares that may become issuable as Primus common stock at or after the closing of the merger in connection with Primus s assumption of Arbinet s outstanding warrants, options, stock appreciation rights and other equity awards (but excluding any issuable shares that are subject to Arbinet s stock options and stock appreciation rights as of the closing of the merger and for which the exercise price or base price, respectively, is greater than the greater of (x) $6.05 per share of Arbinet common stock and (y) the closing stock price per share of Arbinet common stock on the day prior to the closing of the merger, and, with respect to Arbinet s stock appreciation rights, including only the net number of shares of Arbinet common stock that will be issuable as calculated using the closing price of Arbinet common stock on the day prior to the closing of the merger), *divided by* (iii) $9.5464. Throughout this joint proxy statement/prospectus, unless otherwise stated, exchange ratio refers to the exchange ratio as calculated in this paragraph. For a more complete description of what Arbinet stockholders will be entitled to receive pursuant to the merger, see Terms of the Merger Agreement Per Share Merger Consideration beginning on page 134.

The actual exchange ratio cannot be determined until just before closing of the merger; however, assuming (i) the $28,000,000 base price is not increased in connection with any sale of patents and (ii) there are an aggregate of 5,722,267 shares of Arbinet common stock issued and outstanding and shares of Arbinet common stock issuable subject to Arbinet warrants and equity awards that meet the requirements described in the preceding paragraph (assuming a per share price of Arbinet common stock of $8.44 and that no shares are subject to a perfected appraisal process), the exchange ratio, as of January 7, 2011, would be expected to be 0.5126 or approximately one share of Primus common stock for 2.02 shares of Arbinet common stock owned. The actual exchange ratio may vary significantly from the ratio determined based on the assumptions above.

Q: Are Arbinet stockholders entitled to appraisal rights?

A: Arbinet stockholders may, under certain circumstances, be entitled to appraisal rights under Section 262 of the General Corporation Law of the State of Delaware, or the DGCL. However, if the Primus common stock to be issued in the merger is listed on the NASDAQ, then Primus and Arbinet believe and Primus will take the position that Arbinet stockholders will not be entitled to appraisal rights. Primus s common stock is currently quoted on the OTC Bulletin Board under the symbol PMUG. In connection with the merger, Primus is to use its reasonable best efforts to have its common stock listed for trading on the NASDAQ. Primus has submitted an application to list its common stock on the NASDAQ. However, there can be no assurances that such listing will be effected.

If appraisal rights are available, holders of Arbinet common stock who do not vote in favor of the merger will have the right to seek appraisal of the fair value of their shares, but only if they submit a written

demand for such an appraisal before the vote on the merger and comply with other Delaware law procedures. For more information regarding appraisal rights, see The Merger Appraisal Rights beginning on page 128. In addition, a copy of Section 262 of the DGCL is attached to this joint proxy statement/prospectus as Annex D.

Q: Can Arbinet sell its patents and thereby increase the merger consideration?

A: Arbinet may, but is not required to, spin-off its patents and associated rights to its stockholders or sell such patents and associated rights to a third party for cash, referred to as an IP Sale, provided that any spin-off or IP Sale may not result in any residual liability to Arbinet or any of its subsidiaries (other than for costs, fees and expenses and tax liabilities) and all transaction costs, fees and expenses (which exclude the appraiser s fees relating to an appraisal of the applicable patents and associated rights) and the gross tax liabilities of Arbinet (except to the extent offset by net operating losses) attributable to any such spin-off or IP Sale may not exceed $350,000 in the aggregate. In addition, prior to the consummation of any such spin-off or IP Sale, Arbinet must first grant Primus a royalty-free, worldwide, assignable (on a non-exclusive basis) and perpetual license to all of Arbinet s patents and associated rights. The amount of any proceeds from an IP Sale, after deducting related transaction costs, fees and expenses and gross tax liabilities, may, at Arbinet s discretion, be distributed to Arbinet s stockholders prior to closing of the merger or added, dollar for dollar, to the $28,000,000 base merger consideration. There can be no assurance that Arbinet will effect any such spin-off of patents or IP Sale. For more information regarding a potential spin-off or IP Sale, see Terms of the Merger Agreement Potential Spin-off or Sale of Patents by Arbinet beginning on page 134.

Q: What vote is required to approve the merger agreement and related matters?

A: For Primus, the affirmative vote of a majority of the total votes cast at the special meeting is required to approve each of the issuance of the shares of Primus common stock pursuant to the merger agreement and the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended.

For Arbinet, the affirmative vote of a majority of its shares of common stock outstanding and entitled to vote as of the record date is required to approve and adopt the merger agreement.

Concurrently with the execution of the merger agreement, a significant stockholder of both Arbinet and Primus entered into a Stockholder Support and Voting Agreement with each of Primus and Arbinet, respectively (referred to as a Voting Agreement). Pursuant to the Voting Agreement with Primus, the stockholder has agreed, in its capacity as a stockholder of Arbinet, among other things, to vote its shares of Arbinet common stock in favor of the approval and adoption of the merger agreement. Pursuant to the Voting Agreement with Arbinet, the stockholder has agreed, in its capacity as a stockholder of Primus, among other things, to vote its shares of Primus common stock in favor of the issuance of shares of Primus common stock pursuant to the merger agreement. The shares subject to the Voting Agreement with Arbinet represent an aggregate of approximately 9.5% of the Primus common stock outstanding as of January 7, 2011, and the shares subject to the Voting Agreement with Primus represent an aggregate of approximately 23.1% of the Arbinet common stock outstanding as of January 7, 2011.

For additional information on the vote required to approve the merger and related matters, see The Stockholder Meetings beginning on page 159.

Q: Is the consummation of the merger subject to any conditions other than the approval of the stockholders of Primus and Arbinet?

A: Yes. In addition to stockholder approval, the consummation of the merger is contingent upon the following:

- the absence of any governmental order or other legal restraint prohibiting, preventing or otherwise enjoining the consummation of the merger;

the effectiveness of the registration statement on Form S-4, of which this joint proxy statement/prospectus is a part, and no pending stop order or proceeding seeking a stop order relating thereto;

subject to some exceptions, the receipt of any required approvals or authorizations of the merger from applicable governmental authorities, including the U.S. Federal Communications Commission;

the receipt of tax opinions from counsel for each of Primus and Arbinet to the effect that the merger will be treated as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (which is referred to as the Code in this joint proxy statement/prospectus), and that each of Primus and Arbinet will be a party to the reorganization within the meaning of Section 368(b) of the Code; provided any permitted sale or spin-off of Arbinet s patents and associated rights would not render it impossible for such counsels to provide such opinions; and

other customary conditions, including the absence of a material adverse effect on Primus or Arbinet.

Among other potential material adverse effects, a material adverse effect with respect to Arbinet will be deemed to have occurred if the sum of the cash and cash equivalents of Arbinet as of a defined determination date before closing of the merger, less (i) all indebtedness then outstanding and (ii) all unpaid transaction costs, fees and expenses and gross tax liabilities of Arbinet (except to the extent offset by net operating losses) attributable to an IP Sale or any spin-off of Arbinet s patents and associated rights to its stockholders, is less than $9.5 million, which will be reduced by the actual transaction costs, fees and expenses and gross tax liabilities of Arbinet (except to the extent offset by net operating losses) attributable to such IP Sale or such spin-off that have been incurred and paid (provided that this reduction may not be greater than $350,000 in the aggregate), and which will exclude costs incurred by Arbinet in connection with the merger and the transactions contemplated by the merger agreement, which include the appraiser s fees for the appraisal of Arbinet s patents and associated rights.

In addition, the obligations of Primus to complete the merger are subject to:

the number of appraisal shares not exceeding 10% of the outstanding shares of Arbinet common stock; and

Arbinet having taken actions under its 2004 Stock Incentive Plan to cancel certain Arbinet stock options and stock appreciation rights.

Q: When do Primus and Arbinet expect the merger to be consummated?

A: Each of Primus and Arbinet is working to complete the merger as quickly as possible. Primus and Arbinet currently anticipate the merger to be completed by the end of February 2011, subject to obtaining stockholder approval and satisfying all the other closing conditions contained in the merger agreement.

Q: What will happen to Arbinet s warrants, stock options, restricted stock and other equity awards in the merger?

A: At the effective time of the merger, each outstanding warrant and option to purchase shares of Arbinet common stock will be converted into a warrant or option, respectively, to acquire, on the same terms and conditions applicable to each share of Arbinet common stock, shares of Primus common stock with appropriate adjustments to be made to the number of shares and the exercise prices based on the exchange ratio and otherwise as set forth in the merger agreement. Each outstanding restricted stock award under Arbinet s equity compensation plans will be converted into a restricted stock award relating to shares of Primus common stock, based on the exchange ratio in the merger agreement, on the same terms and conditions applicable to each share of Arbinet common stock. Similarly, each outstanding stock appreciation right, or SAR, under Arbinet s equity compensation plans will be converted into an SAR to acquire, on the same terms and conditions applicable under such Arbinet SAR, shares of Primus common stock based on the exchange ratio in the merger agreement, on the same terms and conditions applicable to each share of Arbinet common stock. Immediately prior to the effective time of the merger,

the performance targets under any outstanding performance share award of Arbinet for which the measurement date has not occurred will be deemed to have been achieved at the target performance level, and each share of restricted stock represented by such performance share award will be deemed to have been issued, and such

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performance share restricted stock award will be converted into a restricted stock award relating to shares of Primus common stock, based on the exchange ratio in the merger agreement. Each converted performance share restricted stock award will be subject to the same terms and conditions as were applicable under the award immediately prior to the effective time of the merger. Immediately prior to the effective time of the merger, each performance share award for which the measurement date has occurred and for which Arbinet has not issued the performance share restricted stock awards will be converted into a performance share award relating to the number of shares of Primus common stock equal to the product of (x) the number of shares of Arbinet common stock relating to such performance share award immediately prior to the effective time of the merger multiplied by (y) the exchange ratio, rounded down to the nearest whole share. Each such converted performance share award will be subject to the same terms, conditions and restrictions as were applicable under such performance share award immediately prior to the effective time of the merger.

For more information, see Terms of the Merger Agreement Treatment of Arbinet Warrants, Options, Restricted Stock and other Equity Awards on page 135.

Q: Why is approval of the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, being proposed?

A: Primus common stockholders will vote at the Primus special meeting on a proposal to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, which includes plan amendments to (1) increase from 1,000,000 to 2,000,000 the number of shares of Primus common stock available for issuance, (2) provide for individual limits of cash awards, (3) amend the share counting provisions for awards paid out in cash or exercised with share withholding or share delivery features, (4) provide for an annual grant of 10,000 non-qualified stock options and 5,000 restricted stock units to non-employee directors, (5) provide that awards shall be made using the closing price of Primus common stock on the date of grant and (6) make certain conforming and updating changes. The Primus board of directors has approved the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, and has recommended that Primus stockholders approve at the Primus special meeting the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended. As of January 7, 2011, 120,240 shares of Primus common stock remained available for issuance under the Primus Telecommunications Group, Incorporated Management Compensation Plan. For more detail, see Approval of Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended beginning on page 165.

Q: What do I need to do now?

A: After reading and considering carefully the information contained in this joint proxy statement/prospectus, please vote promptly by calling the toll-free number listed on your proxy card, accessing the Internet web site listed on your proxy card or completing, signing, dating and returning your proxy card in the enclosed postage-paid envelope. If you hold your stock in street name through a bank, broker, custodian or other nominee, you must direct your bank, broker, custodian or other nominee to vote in accordance with the instructions you have received from your bank, broker, custodian or other nominee. Submitting your proxy by telephone, Internet or mail or directing your bank, broker, custodian or other nominee to vote your shares will ensure that your shares are represented and voted at your special meeting. For additional information on voting procedures, see The Stockholder Meetings beginning on page 159.

Q: How will my proxy be voted?

A: If you vote by telephone, over the Internet or by completing, signing, dating and returning your signed proxy card, your proxy will be voted in accordance with your instructions. The proxy confers discretionary authority to the named proxies. Accordingly, if you complete, sign, date and return your proxy card and do not indicate how you want to vote, your shares will be voted as follows:

- in the case of Primus, FOR approval of the issuance of Primus common stock pursuant to the merger agreement, FOR approval of the Primus Telecommunications Group, Incorporated Management

Compensation Plan, as Amended, and FOR the adjournment of the Primus special meeting, if necessary or appropriate, to permit the solicitation of additional proxies; and

in the case of Arbinet, FOR the approval and adoption of the merger agreement and FOR the adjournment of the Arbinet special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.

For additional information on voting procedures, see The Stockholder Meetings beginning on page 159.

Q: If my bank, broker, custodian or other nominee holds my shares in street name, will my bank, broker, custodian or other nominee automatically vote my shares for me?

A: No. If you do not provide your bank, broker, custodian or other nominee with instructions on how to vote your street name shares, your bank, broker, custodian or other nominee will not be permitted to vote them on your behalf. Therefore, you should be sure to provide your bank, broker, custodian or other nominee with instructions on how to vote your shares, following the directions your bank, broker, custodian or other nominee provides to you. Please check the voting form used by your bank, broker, custodian or other nominee to see if the broker offers telephone or Internet voting.

Q: What if I fail to instruct my bank, broker, custodian or other nominee?

A: If you are a Primus stockholder and you fail to instruct your bank, broker, custodian or other nominee to vote your shares and the bank, broker, custodian or other nominee submits an unvoted proxy, referred to as a broker non-vote, the broker non-vote will be counted toward a quorum at the Primus special meeting, but will not be considered a vote cast with respect to, and thus have no effect on, the proposal to approve the issuance of shares of Primus common stock pursuant to the merger agreement and the proposal to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended. The broker non-vote also will not be considered voting power present and thus will have no effect on the proposal to adjourn the Primus special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.

If you are an Arbinet stockholder and you fail to instruct your bank, broker, custodian or other nominee to vote your shares and the bank, broker, custodian or other nominee submits a broker non-vote, the broker non-vote will be counted toward a quorum at the Arbinet special meeting, and effectively will be treated as a vote AGAINST the proposal to approve and adopt the merger agreement; however, such broker non-vote will have no effect upon the proposal to adjourn the Arbinet special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.

Q: What does it mean if I receive more than one set of materials?

A: This means you own shares of both Primus and Arbinet or you own shares of Primus or Arbinet that are registered under different names. For example, you may own some shares directly as a stockholder of record and other shares through a broker, or you may own shares through more than one broker. In these situations, you will receive multiple sets of proxy materials. You must complete, sign, date and return all of the proxy cards or follow the instructions for any alternative voting procedures on each of the proxy cards you receive in order to vote all of the shares you own. Each proxy card you receive will come with its own postage-paid return envelope; if you vote by mail, make sure you return each proxy card in the return envelope that accompanied that proxy card.

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Q: What can I do if I want to change or revoke my vote?

A: Regardless of the method you used to cast your vote, you may revoke your proxy or change your vote at any time before your proxy is voted at your special meeting. If you are a stockholder of record, you can do this by:

- sending a written notice stating that you revoke your proxy to (i) the Secretary of Arbinet at 460 Herndon Parkway, Suite 150, Herndon, VA 20170, with respect to proxies submitted for the Arbinet special meeting, or (ii) the Secretary of Primus at 7901 Jones Branch Drive, Suite 900, McLean, VA 22102, with respect to proxies submitted for the Primus special meeting, as applicable, and in each case such written notice must bear a date later than the date of any proxy previously submitted and must be received prior to the applicable special meeting;

- submitting a valid, later-dated proxy by mail, telephone or Internet that is received prior to the date of your special meeting (if a later-dated proxy is submitted and received in a timely manner according to the foregoing, any proxies previously submitted will be deemed revoked and only the later-dated proxy will be counted); or

- attending your special meeting and voting by ballot in person (your attendance at the special meeting will not, by itself, revoke any proxy that you have previously given).

If you hold your shares in street name and wish to change or revoke your vote, please refer to the information on the voting instruction form included with these materials and forwarded to you by your bank, broker, custodian or other nominee to see your voting options.

For additional information on changing your vote, see The Stockholder Meetings Revocation of Proxies beginning on page 163.

Q: If I am a holder of Arbinet common stock with shares represented by stock certificates, should I send in my Arbinet stock certificates now?

A: No. Please do not send in your Arbinet stock certificates with your proxy card. If the merger is completed, an exchange agent appointed by Primus will mail to you a letter of transmittal that will specify that Primus stock certificates will be delivered to you upon surrender of your Arbinet stock certificates to the exchange agent. Additional information on the procedures for exchanging certificates representing shares of Arbinet common stock is set forth under Terms of the Merger Agreement Surrender of Shares of Arbinet Common Stock on page 137. If your shares of Arbinet common stock are held in street name by your broker or other nominee, you should follow your broker s or nominee s instructions as to how to surrender your street name shares and receive shares of Primus common stock issued in the merger.

Q: Are there any risks in the merger that I should consider?

A: Yes. There are risks associated with all business combinations, including the proposed merger. We have described certain of these risks and other risks in more detail under Risk Factors beginning on page 38.

Q: Will Primus stockholders receive any shares as a result of the merger?

A: No. Primus stockholders will continue to hold the Primus shares they currently own.

Q: Where can I find more information about the companies?

A: Both Primus and Arbinet file periodic reports and other information with the SEC. You may read and copy this information at the SEC s public reference facility. Please call the SEC at 1-800-SEC-0330 for information about this facility. This information is also available through the SEC s web site at *http://www.sec.gov* and, with respect to Arbinet, at the offices of the NASDAQ. Both companies also maintain web sites. You can obtain Primus s SEC filings at *http://www.primustel.com* and you can obtain Arbinet s SEC filings at *http://www.arbinet.com*. We do not intend for information contained on or

accessible through our respective web sites to be part of this joint proxy statement/prospectus, other than the documents that Primus files with the SEC that are incorporated by reference into this joint proxy statement/prospectus.

In addition, you may obtain some of this information directly from the companies. For a more detailed description of the information available, see Where You Can Find More Information beginning on page 183.

Q: Whom should I contact if I have questions about the special meeting or the merger?

A: If you are a Primus or Arbinet stockholder and have any questions about the merger or how to submit your proxy, or if you need additional copies of this joint proxy statement/prospectus, the enclosed proxy card or voting instruction forms, you should contact the following information agent/proxy solicitor:

Georgeson Inc.

199 Water Street, 26th Floor

New York, NY 10038

Banks and Brokers call collect (212) 440-9800

Primus stockholders call toll-free (866) 219-9786

Arbinet stockholders call toll-free (877) 507-1756

If you have more questions about the merger, please call the Investor Relations Department of Primus at (703) 748-8050 or the Investor Relations Department of Arbinet at (703) 456-4100.

SUMMARY

This summary highlights selected information from this document and may not contain all of the information that is important to you. To understand the merger fully and for a more complete description of the terms of the merger, you should read carefully this entire document and the other available information referred to under Incorporation of Certain Documents By Reference and Where You Can Find More Information beginning on pages 182 and 183, respectively. We encourage you to read the merger agreement, the legal document governing the merger, which is included as Annex A to this document and incorporated by reference herein. We have included page references in the discussion below to direct you to more complete descriptions of the topics presented in this summary.

The Companies (See pages 58 and 59)

Primus Telecommunications Group, Incorporated

Primus, a Delaware corporation incorporated in 1994, is an integrated facilities-based communications services provider offering a portfolio of international and domestic voice, wireless, Internet, VoIP, data, collocation, data center and outsourced managed services to customers located primarily in Australia, Canada, the United States and Brazil. Primus s largest and primary markets are Australia and Canada where the company has deployed significant network infrastructure. Primus targets customers with significant telecommunications needs, including small- and medium-sized enterprises, multinational corporations, residential customers, and other telecommunication carriers and resellers, and provides these customers with services over Primus s global, facilities-based network of IP soft switches, media-gateways, hosted IP/SIP platforms, broadband infrastructure, fiber capacity, and data centers located in Australia, Canada, the United States and Brazil. Leveraging this global network, Primus is one of the largest providers of international wholesale voice termination services to other telecommunications carriers and resellers.

Primus s common stock is currently quoted on the OTC Bulletin Board under the symbol PMUG. In connection with the merger, Primus is to use its reasonable best efforts to have its common stock listed for trading on the NASDAQ.

Primus s principal executive offices are located at 7901 Jones Branch Drive, Suite 900, McLean, Virginia 22102, its telephone number is (703) 902-2800 and its web site is www.primustel.com.

Arbinet Corporation

Arbinet, a Delaware corporation incorporated in 1996, is a provider of international voice, data and managed communications services for fixed, mobile and wholesale carriers. Arbinet offers these communication services through three primary voice-product offerings, including a spot exchange, a wholesale product called Carrier Services and a PrivateExchange product, which allows customers to create virtual connections with other customers.

Arbinet s common stock is listed on the NASDAQ Global Market and trades under the symbol ARBX.

Arbinet s principal executive offices are located at 460 Herndon Parkway, Suite 150, Herndon, Virginia 20170, its telephone number is (703) 456-4100 and its web site is www.arbinet.com.

PTG Investments, Inc.

PTG Investments, Inc., which is sometimes referred to as Merger Sub, is a Delaware corporation and a wholly owned subsidiary of Primus. Merger Sub was formed solely for the purpose of entering into the merger agreement. Merger Sub has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the merger.

Merger Sub s principal executive offices are located at 7901 Jones Branch Drive, Suite 900, McLean, Virginia 22102 and its telephone number is (703) 902-2800.

The Merger (See page 90)

Primus, Merger Sub and Arbinet have entered into the merger agreement. Subject to the terms and conditions of the merger agreement and in accordance with Delaware law, Merger Sub will be merged with and into Arbinet, with Arbinet continuing as the surviving entity and a wholly owned subsidiary of Primus. Upon completion of the merger, Arbinet common stock will no longer be publicly traded.

If the merger is completed, each share of Arbinet common stock (other than shares subject to perfected appraisal rights and other than any shares of Arbinet held by Primus, Arbinet or any of their respective direct or indirect wholly owned subsidiaries, in each case except for any such shares held on behalf of third parties) will be converted into the right to receive the number of shares of Primus common stock equal to an exchange ratio, which will be calculated as follows: (i) $28,000,000, which may be increased by the net proceeds of a sale of Arbinet s patents and associated rights to a third party for cash, *divided by* (ii) the number of shares of Arbinet common stock issued and outstanding immediately prior to the consummation of the merger plus shares that may become issuable as Primus common stock at or after the closing of the merger in connection with Primus s assumption of Arbinet s outstanding warrants, options, stock appreciation rights and other equity awards (but excluding any issuable shares that are subject to Arbinet s stock options and stock appreciation rights as of the closing of the merger and for which the exercise price or base price, respectively, is greater than the greater of (x) $6.05 per share of Arbinet common stock and (y) the closing stock price per share of Arbinet common stock on the day prior to the closing of the merger, and, with respect to Arbinet s stock appreciation rights, including only the net number of shares of Arbinet common stock that will be issuable as calculated using the closing price of Arbinet common stock on the day prior to the closing of the merger), *divided by* (iii) $9.5464.

The actual exchange ratio cannot be determined until just before closing of the merger; however, assuming (i) the $28,000,000 base price is not increased in connection with any sale of patents and (ii) there are an aggregate of 5,722,267 shares of Arbinet common stock issued and outstanding and shares of Arbinet common stock issuable subject to Arbinet warrants and equity awards that meet the requirements described in the preceding paragraph (assuming a per share price of Arbinet common stock of $8.44 and that no shares are subject to a perfected appraisal process), the exchange ratio, as of January 7, 2011 would be expected to be 0.5126 or approximately one share of Primus common stock for 2.02 shares of Arbinet common stock owned. The actual exchange ratio may vary significantly from the ratio determined based on the assumptions above.

The market value of the merger consideration ultimately received by Arbinet stockholders will depend on the closing price of Primus common stock on the day the merger is consummated. Because the market price of Primus common stock will fluctuate, Arbinet stockholders cannot be sure of the aggregate value of the merger consideration they will receive. See Risk Factors Risks Relating to the Merger The calculation of the merger consideration is subject to adjustment for factors that may take place or will be measured at a time that is subsequent to the vote of the Arbinet stockholders, and thus Arbinet stockholders cannot be sure of the aggregate value of the merger consideration that they will receive.

The merger agreement is attached as Annex A to this joint proxy statement/prospectus and is incorporated by reference. **You should read the merger agreement in its entirety because it is the legal document that governs the merger.**

Potential Spin-off or Sale of Patents by Arbinet and Benefit to Arbinet s Stockholders (See page 134)

Arbinet may, but is not required to, spin-off its patents and associated rights to its stockholders or sell such patents and associated rights to a third party for cash, referred to as an IP Sale, provided that any spin-off or IP Sale may not result in any residual liability to Arbinet or any of its subsidiaries (other than for costs, fees and expenses and tax liabilities) and all transaction costs, fees and expenses (which exclude the appraiser s fees relating to an appraisal of the applicable patents and associated rights) and the gross tax liabilities of Arbinet

(except to the extent offset by net operating losses) attributable to any such spin-off or IP Sale may not exceed $350,000 in the aggregate. In addition, prior to the consummation of any such spin-off or IP Sale, Arbinet must first grant Primus a royalty-free, worldwide, assignable (on a non-exclusive basis) and perpetual license to all of Arbinet s patents and their associated rights. The amount of any proceeds from an IP Sale, after deducting related transaction costs, fees and expenses and gross tax liabilities, may, at Arbinet s discretion, be distributed to Arbinet s stockholders prior to closing of the merger or added, dollar for dollar, to the $28,000,000 base merger consideration. There can be no assurance that Arbinet will effect any such spin-off of patents or IP Sale.

If, after the mailing date of this joint proxy statement/prospectus and before the closing of the merger, Arbinet elects to proceed with the spin-off of its patents and associated rights to its stockholders, then Arbinet would create a new wholly owned subsidiary, a Delaware corporation, into which Arbinet (including, to the extent applicable, through subsidiaries that may be holding patents) would contribute its patents and associated rights and a reasonable amount of cash to maintain the patents and associated rights. Arbinet would then proceed to mail to its stockholders an information statement containing the details of the new subsidiary and the spin-off transaction, which generally would include the separation of the patents and associated rights into the new subsidiary and the distribution of the shares of the new subsidiary by Arbinet to Arbinet s stockholders as a pro-rata dividend. Arbinet does not currently intend that a public trading market develop in the shares of the new subsidiary that would be distributed to Arbinet s stockholders in the spin-off. Rather, the shares of the new subsidiary would bear restrictions on transfer and resale, which will be strictly enforced to ensure that no public trading market in the shares develops, unless such stock is at some point in the future registered under Section 12 of the Securities Exchange Act of 1934, as amended, or the Exchange Act. The separation would result in the new subsidiary operating as an independent entity with the primary purpose of holding the patents and associated rights it receives from Arbinet, which would be described more fully in the information statement. It is anticipated that Arbinet would not have any ownership or other form of interest in the new subsidiary following the separation. Approval by Arbinet s stockholders is not required as a condition to the completion of the spin-off transaction.

Treatment of Arbinet Warrants, Stock Options, Restricted Stock and other Equity Awards (See page 135)

Arbinet will have taken all actions necessary under its 2004 Stock Incentive Plan to cancel, as of the effective time of the merger: (a) all outstanding stock options to purchase shares of Arbinet common stock with an exercise price that is, as of the effective time of the merger, in excess of the greater of (i) $6.05 and (ii) the closing stock price of Arbinet common stock on the NASDAQ on the last trading day immediately prior to the closing date of the merger; and (b) all outstanding stock appreciation rights with a base price that is, as of the effective time of the merger, in excess of the greater of (i) $6.05 and (ii) the closing stock price of Arbinet common stock on the NASDAQ on the last trading day immediately prior to the closing date of the merger.

At the effective time of the merger, each outstanding warrant and option to purchase shares of Arbinet common stock will be converted into a warrant or option, respectively, to acquire, on the same terms and conditions applicable to each share of Arbinet common stock, shares of Primus common stock with appropriate adjustments to be made to the number of shares and the exercise prices based on the exchange ratio and otherwise as set forth in the merger agreement. Each outstanding restricted stock award under Arbinet s equity compensation plans will be converted into a restricted stock award relating to shares of Primus common stock, based on the exchange ratio in the merger agreement, on the same terms and conditions applicable to each share of Arbinet common stock. Similarly, each outstanding stock appreciation right, or SAR, under Arbinet s equity compensation plans will be converted into an SAR to acquire, on the same terms and conditions applicable under such Arbinet SAR, shares of Primus common stock based on the exchange ratio in the merger agreement, on the same terms and conditions applicable to each share of Arbinet common stock. Immediately prior to the effective time of the merger, the performance targets under any outstanding performance share award of Arbinet for which the measurement date has not occurred will be deemed to have been achieved at the target performance level, and

each share of restricted stock represented by such performance share award will be deemed to have been issued, and such performance share restricted stock award will be converted into a restricted stock award relating to shares of Primus common stock, based on the exchange ratio in the merger agreement. Each converted performance share restricted stock award will be subject to the same terms and conditions as were applicable under the award immediately prior to the effective time of the merger. Immediately prior to the effective time of the merger, each performance share award for which the measurement date has occurred and for which Arbinet has not issued the performance share restricted stock awards will be converted into a performance share award relating to the number of shares of Primus common stock equal to the product of (x) the number of shares of Arbinet common stock relating to such performance share award immediately prior to the effective time of the merger multiplied by (y) the exchange ratio, rounded down to the nearest whole share. Each such converted performance share award will be subject to the same terms, conditions and restrictions as were applicable under such performance share award immediately prior to the effective time of the merger.

Recommendation of the Primus Board of Directors **(See page 105)**

The Primus board of directors has determined that the terms and provisions of the merger agreement and the transactions contemplated by the merger agreement are advisable and in the best interests of the Primus stockholders, and has approved the merger agreement and the transactions contemplated by the merger agreement. **The Primus board of directors unanimously recommends that Primus stockholders vote FOR the proposal to approve the issuance of shares of Primus common stock pursuant to the merger agreement, FOR the proposal to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, and FOR the adjournment of the Primus special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.**

Recommendation of the Arbinet Board of Directors **(See page 102)**

The Arbinet board of directors has determined that the terms and provisions of the merger agreement and the transactions contemplated by the merger agreement are advisable and in the best interests of Arbinet and its stockholders, and has approved the merger agreement and the transactions contemplated by the merger agreement. **The Arbinet board of directors unanimously recommends that Arbinet stockholders vote FOR the proposal to approve and adopt the merger agreement and FOR the adjournment of the Arbinet special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.**

Opinion of Arbinet s Financial Advisor **(See page 110)**

The Bank Street Group LLC, or Bank Street, rendered its opinion to Arbinet s board of directors and special committee of the board of directors that, as of November 10, 2010, based upon and subject to the assumptions made, matters considered, qualifications and limitations set forth in its written opinion, the exchange ratio pursuant to the merger agreement is fair, from a financial point of view, to the holders of Arbinet common stock (other than Primus, Merger Sub, Karen Singer and any of their respective affiliates).

The full text of the written opinion of Bank Street, dated November 10, 2010, which sets forth assumptions made, matters considered, qualifications and limitations on the review undertaken in connection with the opinion, is attached as Annex B to this joint proxy statement/prospectus. Bank Street provided its opinion for the information and assistance of Arbinet s board of directors and special committee of the board of directors in connection with their consideration of the merger. The Bank Street opinion is not a recommendation as to how any holder of Arbinet s common stock should vote with respect to the merger, adoption of the merger agreement or any other matter. The summary of the opinion of Bank Street set forth in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of the opinion.

Opinion of Primus s Financial Advisor (See page 117)

On November 10, 2010, Houlihan Lokey Capital, Inc., or Houlihan Lokey, rendered its oral opinion to Primus s board of directors (which opinion was confirmed in writing by delivery of Houlihan Lokey s written opinion dated November 10, 2010), as to the fairness, from a financial point of view, to Primus, as of November 10, 2010, of the exchange ratio provided for in the merger pursuant to the merger agreement, based upon and subject to the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Houlihan Lokey in preparing its opinion.

Houlihan Lokey s opinion was directed to Primus s board of directors and only addressed the fairness from a financial point of view to Primus, as of November 10, 2010, of the exchange ratio provided for in the merger pursuant to the merger agreement and did not address any other aspect or implication of the merger. The summary of Houlihan Lokey s opinion in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of its written opinion, which is included as Annex C to this joint proxy statement/prospectus and sets forth the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Houlihan Lokey in preparing its opinion. However, neither Houlihan Lokey s opinion nor the summary of its opinion and the related analyses set forth in this joint proxy statement/prospectus are intended to be, and do not constitute, a recommendation to Primus s board of directors or any stockholder as to how to act or vote with respect to the merger or related matters.

Board of Directors and Management of Primus Following the Merger (See page 123)

Primus s board of directors and executive officers will remain the same following the merger as they are immediately before the merger becomes effective.

The Primus Special Meeting (See page 159)

Date, Time and Place

The Primus special meeting will be held on February 25, 2011 at 9:00 a.m., Eastern time, at the Hilton McLean Tysons Corner located at 7920 Jones Branch Drive, McLean, VA 22102.

Purpose

The purpose of the Primus special meeting is as follows:

- to consider and vote upon a proposal to approve the issuance of shares of Primus common stock pursuant to the merger agreement, as it may be amended from time to time;
- to consider and vote upon the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended; and
- to consider and vote upon a proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to approve either of the foregoing proposals.

In addition, Primus will transact any other business that may properly come before the special meeting, or any adjournment or postponement thereof, by or at the discretion of the Primus board of directors.

Primus s board of directors unanimously recommends that Primus stockholders vote FOR the proposal to approve the issuance of shares of Primus common stock pursuant to the merger agreement, FOR the proposal to approve the Primus Telecommunications Group, Incorporated Management

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Compensation Plan, as Amended, and FOR the adjournment of the Primus special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.

Record Date and Quorum

You are entitled to vote at the Primus special meeting, or any adjournment or postponement (to the extent permitted by law) thereof, if you owned Primus common stock at the close of business on January 12, 2011, the record date for the Primus special meeting. You will have one vote for each share of Primus common stock that you owned on the record date. As of the record date, there were 9,816,463 shares of Primus common stock outstanding and entitled to vote. At the Primus special meeting, the holders of a majority of the total number of shares of Primus common stock outstanding and entitled to vote thereat, present in person or by proxy, will constitute a quorum.

Votes Required

The affirmative vote of a majority of the total votes cast by Primus stockholders at the Primus special meeting is required to approve the issuance of shares of Primus common stock pursuant to the merger agreement and to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended. Any adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies requires the affirmative vote of the holders of Primus common stock representing a majority of the voting power present, in person or by proxy at the Primus special meeting, although less than a quorum. Abstentions and broker non-votes, as defined under Voting of Proxies below, will be considered in determining the presence of a quorum. However, because abstentions and broker non-votes are not considered votes cast, they will not have any effect on the outcome of the vote with respect to each of the proposals to approve the issuance of shares of Primus common stock pursuant to the merger agreement and the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended. With respect to the proposal to adjourn the Primus special meeting, if necessary or appropriate, to permit the solicitation of additional proxies, abstentions will have the same effect as a vote AGAINST any such proposal, and broker non-votes, because they are not considered voting power present, will have no effect on approval of such proposal.

Voting of Proxies

Any stockholder of record entitled to vote at the Primus special meeting may authorize a proxy by telephone, the Internet or by returning the enclosed proxy card by mail, or may vote in person by appearing at the Primus special meeting. If your shares of Primus common stock are held in street name by your bank, broker, custodian or other nominee, you should instruct your bank, broker, custodian or other nominee on how to vote your shares of Primus common stock using the instructions provided by your bank, broker, custodian or other nominee. If your bank, broker, custodian or other nominee cannot vote your shares on a particular matter because it has not received instructions from you and does not have discretionary voting authority on that matter or because your broker chooses not to vote on a matter for which it does have discretionary voting authority, this is referred to as a broker non-vote. Brokers do not have discretionary voting authority to vote on the proposals to issue shares of Primus common stock pursuant to the merger agreement, to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, or to adjourn the special meeting. The effect of a broker non-vote is described above under Votes Required.

If you fail to submit a proxy or vote in person at the Primus special meeting, or do not provide your bank, broker, custodian or other nominee with instructions, as applicable, your shares of Primus common stock will not be voted.

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The Arbinet Special Meeting (See page 159)

Date, Time and Place

The Arbinet special meeting will be held on February 25, 2011 at 10:00 a.m., Eastern time, at Arbinet s headquarters located at 460 Herndon Parkway, Suite 150, Herndon, VA 20170.

Purpose

The purpose of the Arbinet special meeting is as follows:

- to consider and vote upon a proposal to approve and adopt the merger agreement, as it may be amended from time to time; and
- to consider and vote upon a proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies if there are not sufficient votes at the time of the special meeting to approve and adopt the merger agreement.

In addition, Arbinet will transact any other business that may properly come before the special meeting, or any adjournment or postponement thereof, by or at the discretion of the board of directors of Arbinet.

Arbinet s board of directors unanimously recommends that Arbinet s stockholders vote FOR the approval and adoption of the merger agreement, which provides for, among other things, the merger of Merger Sub with and into Arbinet with Arbinet surviving the merger as a wholly owned subsidiary of Primus, and FOR the adjournment of the Arbinet special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.

Record Date and Quorum

You are entitled to vote at the Arbinet special meeting, or any adjournment or postponement (to the extent permitted by law) thereof, if you owned shares of Arbinet common stock at the close of business on January 12, 2011, the record date for the Arbinet special meeting. You will have one vote for each share of Arbinet common stock that you owned on the record date. As of the record date there were 5,529,435 shares of Arbinet common stock outstanding and entitled to vote. At the Arbinet special meeting, the holders of a majority of the total number of shares of the Arbinet common stock outstanding and entitled to vote thereat, present in person or by proxy, will constitute a quorum.

Votes Required

The approval and adoption of the merger agreement by Arbinet stockholders requires the affirmative vote of the holders of a majority of the outstanding shares of Arbinet common stock entitled to vote thereon as of the record date. Approval of the proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies requires the affirmative vote of the holders of shares of Arbinet common stock representing a majority of the total votes cast, in person or by proxy, at the Arbinet special meeting, if a quorum is present. However, if a quorum is not present, approval of such proposal would require the affirmative vote of the holders of shares of Arbinet common stock representing a majority of shares of Arbinet common stock present in person or by proxy at the Arbinet special meeting and entitled to vote on such proposal. Abstentions and broker non-votes, as defined under Voting of Proxies below, will be considered in determining the presence of a quorum and will have the same effect as votes cast AGAINST the approval and adoption of the merger agreement. Abstentions will have the same effect as votes cast AGAINST the approval of the proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies if a quorum is not present, but will have no effect on such proposal if a quorum is present. Broker non-votes will have no effect on approval of the proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.

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Voting of Proxies

Any stockholder of record entitled to vote at the Arbinet special meeting may authorize a proxy by telephone, the Internet or by returning the enclosed proxy card by mail, or may vote in person by appearing at the Arbinet special meeting. If your shares of Arbinet common stock are held in street name by your bank, broker, custodian or other nominee, you should instruct your bank, broker, custodian or other nominee on how to vote your shares of Arbinet common stock using the instructions provided by your bank, broker, custodian or other nominee. If your bank, broker, custodian or other nominee cannot vote your shares on a particular matter because it has not received instructions from you and does not have discretionary voting authority on that matter or because your bank, broker, custodian or other nominee chooses not to vote on a matter for which it does have discretionary voting authority, this is referred to as a broker non-vote. Brokers do not have discretionary voting authority to vote on the proposal to approve and adopt the merger agreement or the proposal to adjourn the special meeting. The effect of a broker non-vote is described above under Votes Required .

If you fail to submit a proxy or vote in person at the Arbinet special meeting, or do not provide your bank, broker, custodian or other nominee with instructions, as applicable, your shares of Arbinet common stock will not be voted. This will have the same effect as a vote against the proposal to approve and adopt the merger agreement and will have no effect on the approval of the proposal to adjourn the special meeting, if necessary or appropriate, to permit the solicitation of additional proxies.

Support and Voting Agreements (See page 161)

Concurrently with the execution of the merger agreement, a significant stockholder of both Arbinet and Primus entered into a Stockholder Support and Voting Agreement with each of Primus and Arbinet, respectively (referred to as a Voting Agreement). Pursuant to the Voting Agreement with Primus, the stockholder has agreed, in its capacity as a stockholder of Arbinet, among other things, to vote its shares of Arbinet common stock in favor of the approval and adoption of the merger agreement. Pursuant to the Voting Agreement with Arbinet, the stockholder has agreed, in its capacity as a stockholder of Primus, among other things, to vote its shares of Primus common stock in favor of the issuance of shares of Primus common stock pursuant to the merger agreement. The shares subject to the Voting Agreement with Arbinet represent an aggregate of approximately 9.5% of the Primus common stock outstanding as of January 7, 2011, and the shares subject to the Voting Agreement with Primus represent an aggregate of approximately 23.1% of the Arbinet common stock outstanding as of January 7, 2011.

Common Stock Ownership of Directors and Executive Officers

Primus. At the close of business on the record date for the Primus special meeting, the directors and executive officers of Primus and their affiliates beneficially owned and were entitled to vote 53,745 shares of Primus common stock, representing 0.55% in the aggregate of the shares of Primus common stock entitled to vote at the Primus special meeting. It is expected that Primus s directors and executive officers will vote their shares FOR the issuance of Primus common stock pursuant to the merger agreement and FOR the approval of the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, although none of them has entered into any agreement requiring them to do so.

Arbinet. At the close of business of the record date for the Arbinet special meeting, the directors and executive officers of Arbinet and their affiliates beneficially owned and were entitled to vote 16,424 shares of Arbinet common stock, representing 0.30% in the aggregate of the shares of Arbinet common stock entitled to vote at the Arbinet special meeting. In the aggregate, these shares represent approximately 0.58% of the voting power necessary to approve and adopt the merger agreement at the special meeting. It is expected that Arbinet s directors and executive officers will vote their shares FOR the approval and adoption of the merger agreement, although none of them has entered into any agreement requiring them to do so.

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Risks Relating to the Merger (See page 38)

You should be aware of and consider carefully the risks relating to the merger described under Risk Factors. These risks include possible difficulties in combining two companies that have previously operated independently.

Material U.S. Federal Income Tax Consequences of the Merger (See page 152)

Arbinet and Primus expect the merger to be treated as a reorganization within the meaning of Section 368(a) of the Code. If the merger is treated as a reorganization, generally no gain or loss will be recognized by the stockholders of Arbinet for U.S. federal income tax purposes as a result of the merger (except with respect to cash received by Arbinet stockholders instead of fractional shares of Primus common stock). Although the merger is intended to qualify as a reorganization, a distribution by Arbinet of certain patents and associated rights (or the proceeds from a sale thereof) may prevent the merger from qualifying as a reorganization, in which case holders of Arbinet common stock would recognize gain or loss on the exchange of their Arbinet common stock for Primus common stock pursuant to the merger.

Please review carefully the information under the caption Material U.S. Federal Income Tax Consequences of the Merger for a description of the material United States federal income tax consequences of the merger. The tax consequences to you will depend on your own situation. **Please consult your tax advisors for a full understanding of the tax consequences of the merger to you.**

Accounting Treatment (See page 123)

The merger will be accounted for as an acquisition of Arbinet by Primus using the acquisition method of accounting.

Appraisal Rights (See page 128)

Arbinet stockholders will, under certain circumstances, be entitled under Delaware law to exercise appraisal rights and receive payment for the fair value of their Arbinet shares if the merger is completed. However, if the Primus common stock to be issued in the merger is listed on the NASDAQ, then Primus and Arbinet believe and Primus will take the position that Arbinet stockholders will not be entitled to appraisal rights. Primus s common stock is currently quoted on the OTC Bulletin Board under the symbol PMUG. In connection with the merger, Primus is to use its reasonable best efforts to have its common stock listed for trading on the NASDAQ. Primus has submitted an application to list its common stock on the NASDAQ. However, there can be no assurances that such listing will be effected. Arbinet stockholders who wish to seek appraisal of their shares are in any case urged to seek the advice of counsel with respect to the availability of appraisal rights.

If appraisal rights are available, Arbinet stockholders who desire to exercise their appraisal rights must not vote in favor of the approval and adoption of the merger agreement, must submit a written demand for an appraisal before the vote on the approval and adoption of the merger agreement and must continue to hold their Arbinet shares through the effective date of the merger. Arbinet stockholders must also comply with other procedures as required by Section 262 of the DGCL. If appraisal rights are available, Arbinet stockholders who validly demand appraisal of their shares in accordance with the DGCL and do not withdraw their demand or otherwise forfeit their appraisal rights will not receive the merger consideration. Instead, after completion of the proposed merger, the Court of Chancery of the State of Delaware will determine the fair value of their shares exclusive of any value arising from the proposed merger. This appraisal amount will be paid in cash and could be more than, the same as or less than the value an Arbinet stockholder would be entitled to receive under the merger agreement.

The DGCL requirements for exercising appraisal rights are described in further detail in this joint proxy statement/prospectus, and the relevant section of the DGCL regarding appraisal rights is reproduced and attached as Annex D.

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Conditions to the Merger (See page 147)

The merger will be completed only if the conditions to the merger are satisfied or waived (if legally permissible), including, among others, the following:

- the approval and adoption of the merger agreement by Arbinet s stockholders;
- the approval of the issuance of shares of Primus common stock pursuant to the merger agreement by Primus s stockholders;
- the absence of any governmental order or other legal restraint prohibiting, preventing or otherwise enjoining the merger;
- the authorization of the FCC as described below under Regulatory Requirements ;
- the effectiveness of the registration statement on Form S-4 of which this joint proxy statement/prospectus is a part, and no pending stop order or proceeding seeking a stop order relating thereto;
- the receipt of tax opinions from counsel for each of Primus and Arbinet to the effect that the merger will be treated as a reorganization under Section 368(a) of the Code and that each of Primus and Arbinet will be a party to the reorganization within the meaning of Section 368(b) of the Code; provided any permitted sale or spin-off of Arbinet s patents and associated rights would not render it impossible for such counsels to provide such opinions; and
- other customary conditions, including the absence of a material adverse effect on Primus or Arbinet.

Among other potential material adverse effects, a material adverse effect with respect to Arbinet will be deemed to have occurred if the sum of the cash and cash equivalents of Arbinet as of a defined determination date before closing of the merger, less (i) all indebtedness then outstanding and (ii) all unpaid transaction costs, fees and expenses and gross tax liabilities of Arbinet (except to the extent offset by net operating losses) attributable to an IP Sale or any spin-off of Arbinet s patents and associated rights to its stockholders, is less than $9.5 million, which will be reduced by the actual transaction costs, fees and expenses and gross tax liabilities of Arbinet (except to the extent offset by net operating losses) attributable to such IP Sale or such spin-off that have been incurred and paid (provided that this reduction may not be greater than $350,000 in the aggregate), and which will exclude costs incurred by Arbinet in connection with the merger and the transactions contemplated by the merger agreement, which include the appraiser s fees for the appraisal of Arbinet s patents and associated rights.

In addition, the obligations of Primus to complete the merger are subject to:

- the number of appraisal shares not exceeding 10% of the outstanding shares of Arbinet common stock; and
- Arbinet having taken actions under its 2004 Stock Incentive Plan to cancel Arbinet stock options and stock appreciation rights that, as of the effective time of the merger, have an exercise price or base price, respectively, for Arbinet common stock in excess of the greater of (i) $6.05 and (ii) the closing stock price of Arbinet common stock on the NASDAQ on the last trading day prior to the closing date of the merger, in each case on a per share basis.

Either party to the merger agreement may choose to complete the merger even though a condition has not been satisfied if the law allows Arbinet and Primus to do so; however, neither Primus nor Arbinet can give any assurance regarding when or if all of the conditions to the merger will either be satisfied or waived or that the merger will occur as intended.

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Regulatory Requirements (See page 132)

It is a condition to closing the merger that the parties have obtained the authorization of the U.S. Federal Communications Commission, or the FCC, for the transfer of control, resulting from the closing of the merger, of Arbinet and Arbinet Carrier Services, Inc., a wholly owned subsidiary of Arbinet. Arbinet and Arbinet Carrier Services, Inc. each holds an FCC authorization to be a U.S. international common carrier pursuant to Section 214 of the Communications Act of 1934, as amended.

Termination of the Merger Agreement (See page 149)

Primus and Arbinet can mutually agree to terminate the merger agreement at any time. Either Primus or Arbinet can unilaterally terminate the merger agreement in various circumstances, including the following:

- if the merger has not occurred on or before May 31, 2011, but neither party may terminate the merger agreement if that party s breach of any provision of the merger agreement has contributed to, or otherwise resulted in, the failure of the merger to occur on or before May 31, 2011;
- if a court or other governmental authority issues a final, non-appealable order restraining, enjoining or otherwise prohibiting the merger;
- if Arbinet s stockholders fail to approve and adopt the merger agreement;
- if Primus s stockholders fail to approve the issuance of Primus common stock pursuant to the merger agreement; and
- if the other party is in material breach of the merger agreement such that certain conditions set forth in the merger agreement are not capable of being satisfied and such breach is not cured prior to the earlier of 30 days after notice of the breach or May 31, 2011.

In addition, Arbinet may terminate the merger agreement if prior to the approval and adoption of the merger agreement by Arbinet s stockholders, Arbinet s board of directors has effected a change in its recommendation and authorized Arbinet to enter into a definitive agreement with respect to a superior proposal. Primus may terminate the merger agreement if Arbinet s board of directors has effected a change in its recommendation.

Termination Fee (See page 150)

On a termination of the merger agreement under certain circumstances, Arbinet may be required to pay Primus a termination fee of $1,250,000. In addition, Arbinet is obligated to reimburse Primus for up to $750,000 of its expenses related to the merger if specified termination events occur. Similarly, Primus is obligated to reimburse Arbinet for up to $750,000 of its expenses related to the merger if specified termination events occur.

Interests of Certain Persons in the Merger that May be Different from Your Interests (See page 123)

Arbinet s directors and certain of its executive officers have interests in the merger that may be different from, or in addition to, the interests of holders of Arbinet common stock. These interests include as of January 7, 2011:

- for the non-employee directors of Arbinet, the accelerated vesting in connection with the merger of (i) options for an aggregate of 8,857 shares of Arbinet common stock with a weighted average exercise price of $7.12, and (ii) an aggregate of 4,915 shares of restricted Arbinet common stock;

for the executive officers of Arbinet, the accelerated vesting of (i) options for 18,750 shares of Arbinet common stock with a weighted average exercise price of $8.20, (ii) stock appreciation rights for an aggregate of 2,310 shares of Arbinet common stock with a weighted average base price of $6.52, (iii) an aggregate of 291 shares of restricted Arbinet common stock, and (iv) restricted stock units for an aggregate of 7,500 shares of Arbinet common stock;

- for the executive officers of Arbinet, the potential award at target of an aggregate of 33,800 performance shares of Arbinet common stock in certain circumstances and the accelerated vesting of an aggregate of 16,900 performance shares of Arbinet common stock;

- for the executive officers of Arbinet following the merger, upon termination in specified circumstances, the accelerated vesting of (i) options for 18,750 shares of Arbinet common stock with a weighted average exercise price of $8.20, (ii) stock appreciation rights for an aggregate of 2,310 shares of Arbinet common stock with a weighted average base price of $ 6.52, (iii) an aggregate of 292 shares of restricted Arbinet common stock, (iv) restricted stock units for an aggregate of 7,500 shares of Arbinet common stock, and (v) performance shares for an aggregate of 16,900 shares of Arbinet common stock; and

- under certain circumstances, severance payments to the three executive officers of Arbinet of up to an aggregate of $1,180,000.

The amounts described above are based on an assumed merger completion date of January 7, 2011.

For a further discussion, see The Merger Interests of Certain Persons in the Merger that May be Different from Your Interests beginning on page 123.

Arbinet s board of directors was aware of these interests and considered them, among other matters, in making its recommendation. See The Merger Reasons for the Merger Arbinet beginning on page 102.

Acquisition Proposals (See page 143)

During the period beginning on November 10, 2010 and continuing until 11:59 p.m., Eastern time, on December 25, 2010, or the Go-Shop Period, Arbinet could initiate, solicit and encourage any alternative acquisition proposals from third parties, including by providing access to non-public information to such third parties and participate in discussions and negotiate with third parties with respect to alternative acquisition proposals. Except with respect to third parties from whom Arbinet received a written alternative acquisition proposal during the Go-Shop Period that Arbinet s board of directors or a committee of the board of directors determined in good faith constitutes, or could reasonably be expected to constitute, a superior proposal (and there were no such superior proposals), starting at 12:00 a.m., Eastern time, on December 26, 2010, or the No-Shop Period Start Date, Arbinet and its subsidiaries will not, and Arbinet and its subsidiaries will direct their respective officers, directors, employees, investment bankers, attorneys, accountants, financial advisors, agents and other representatives not to, (i) continue any discussions or negotiations with any persons that may be ongoing with respect to an acquisition proposal, (ii) directly or indirectly initiate, solicit, knowingly encourage or knowingly facilitate an acquisition proposal, (iii) participate or engage in discussions or negotiations with, or disclose any non-public information to, any other party with respect to an acquisition proposal or (iv) accept an acquisition proposal. However, prior to obtaining adoption of the merger agreement by Arbinet s stockholders, Arbinet or its board of directors may take any action described in clauses (iii) or (iv) above if Arbinet receives a written acquisition proposal from a third party and Arbinet s board of directors determines in good faith (after consultation with a special committee of the board of directors and Arbinet s financial advisors and outside legal counsel) that the proposal constitutes, or could reasonably be expected to result in, a transaction more favorable to Arbinet s stockholders than the merger.

Prior to adoption of the merger agreement by Arbinet s stockholders, and subject to certain conditions, Arbinet s board of directors may effect a change in its recommendation of the merger in response to (i) a superior proposal or (ii) an intervening event if Arbinet s board of directors concludes in good faith (after consultation with a special committee of the board of directors and Arbinet s financial advisors and outside legal counsel) that a failure to withdraw its recommendation would breach its fiduciary duties under applicable law.

In general, the term intervening event means a material event or circumstance that was not known or reasonably foreseeable to the board of directors of Arbinet on the date of the merger agreement (or, if known, the consequences of which were not known to or reasonably foreseeable by such board of directors), which event or circumstance, or material consequences thereof, becomes known to the board of directors of Arbinet prior to the time at which Arbinet receives its stockholder approval of the merger agreement, but in no event will the receipt, existence or terms of an acquisition proposal for Arbinet constitute an intervening event.

Material Differences in the Rights of Stockholders (See page 155)

Primus and Arbinet are both Delaware corporations and, accordingly, the rights of the stockholders of each are currently, and will continue to be, governed by the Delaware General Corporation Law, or DGCL. If the merger is completed, your rights as stockholders of Primus will be governed by the DGCL, the certificate of incorporation of Primus and the bylaws of Primus. The rights of Primus stockholders contained in the certificate of incorporation and bylaws of Primus differ from the rights of Arbinet stockholders under the certificate of incorporation and bylaws of Arbinet, as more fully described in the section entitled Comparison of Stockholder Rights beginning on page 155.

Proposal to Approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended (See page 165)

Primus s stockholders are being asked to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended. As of January 7, 2011, 120,240 shares of Primus common stock remained available for issuance under the Primus Telecommunications Group, Incorporated Management Compensation, as Amended.

The Primus board of directors believes that approval of the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended, is necessary in order to (1) attract, motivate and retain employees, independent contractors and non-employee directors, (2) give equity award recipients a sense of proprietorship and personal involvement in the development and financial success of Primus and (3) encourage equity award recipients to devote their best efforts to the business of Primus, thereby advancing the interests of Primus and its stockholders.

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SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF PRIMUS

The following table presents selected historical consolidated financial data of Primus. The consolidated statement of operations data for the six months ended December 31, 2009 and the consolidated balance sheet data as of December 31, 2009 have been derived from the audited consolidated financial statements of Primus Telecommunications Group, Incorporated and subsidiaries (Primus or the Successor) for such periods. The consolidated statements of operations data for the six months ended July 1, 2009 and for the years ended 2008 and 2007 and the consolidated balance sheet data as of December 31, 2008, 2007, 2006, and 2005 have been derived from the audited consolidated financial statements of Primus Telecommunications Group, Incorporated and subsidiaries (the Predecessor) for such periods. The consolidated statements of operations data for the years ended 2006 and 2005 have been derived from the Predecessor s unaudited consolidated financial statements for such periods. The financial data as of and for the nine months ended September 30, 2010 and the financial data for the three months ended September 30, 2009 are derived from the Successor s unaudited consolidated financial statements for those periods. Primus s management believes that Primus s interim unaudited financial statements have been prepared on a basis consistent with its audited financial statements and include all normal and recurring adjustments necessary for a fair presentation of the results for each interim period.

As of July 1, 2009, Primus adopted fresh-start accounting in accordance with Accounting Standards Codification (ASC) No. 852. The adoption of fresh-start accounting resulted in Primus becoming a new entity for financial reporting purposes. Accordingly, the financial statements on or prior to July 1, 2009 are not comparable with the financial statements for periods after July 1, 2009. The consolidated condensed statements of operations and any references to Successor for the six months ended December 31, 2009, show the operations of the reorganized company from and including July 1, 2009 through December 31, 2009. References to Predecessor refer to the operations of Primus prior to July 1, 2009, except for the Predecessor s July 1, 2009 statements of operations, which reflect only the effect of the plan adjustments and fresh-start accounting as of such date and do not reflect any operating results.

The information in the following table is only a summary and is not indicative of the results of future operations of Primus. You should read the following information together with Primus s Annual Report on Form 10-K for the year ended December 31, 2009, as amended by the Form 10-K/A filed with the SEC on April 28, 2010, and as amended and superseded in part by Primus s Current Report on Form 8-K, filed with the SEC on December 20, 2010, Primus s Quarterly Reports on Form 10-Q for the quarters ended March 31, 2010, June 30, 2010 and September 30, 2010, respectively, and the other information that Primus has filed with the SEC, and incorporated by reference into this joint proxy statement/prospectus. See Incorporation of Certain Documents by Reference and Where You Can Find More Information beginning on pages 182 and 183, respectively, of this joint proxy statement/prospectus.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED

CONSOLIDATED CONDENSED STATEMENTS OF OPERATIONS

(in thousands, except per share amounts)

	Successor	Predecessor				
	Six Months Ended December 31, 2009	Six Months Ended July 1, 2009	Year Ended December 31, 2008	Year Ended December 31, 2007	Year Ended December 31, 2006	Year Ended December 31, 2005
NET REVENUE	$ 397,520	$ 365,245	$ 832,837	$ 829,342	$ 907,180	$ 973,703
OPERATING EXPENSES						
Cost of revenue (exclusive of depreciation included below)	259,566	236,925	526,435	506,847	594,486	639,282
Selling, general and administrative	95,223	88,585	239,123	249,346	240,410	288,258
Depreciation and amortization	36,990	11,545	30,356	26,917	41,387	73,381
(Gain) loss on sale or disposal of assets	102	(43)	(5,966)	241	13,954	4,395
Asset impairment write-down					185,952	
Total operating expenses	391,881	337,012	789,948	783,351	1,076,189	1,005,316
INCOME (LOSS) FROM OPERATIONS	5,639	28,233	42,889	45,991	(169,009)	(31,613)
INTEREST EXPENSE	(17,278)	(14,093)	(53,971)	(60,709)	(53,920)	(53,072)
(ACCRETION) AMORTIZATION ON DEBT PREMIUM/DISCOUNT, net	(3)	189	583	(449)	(1,732)	
CHANGE IN FAIR VALUE OF DERIVATIVES EMBEDDED WITHIN CONVERTIBLE DEBT					5,373	
GAIN (LOSS) FROM EARLY EXTINGUISHMENT OR RESTRUCTURING OF DEBT	(4,146)		36,872	(7,652)	7,409	(1,693)
GAIN (LOSS) FROM CONTINGENT VALUE RIGHTS VALUATION	(2,804)					
INTEREST INCOME AND OTHER INCOME (EXPENSE), net	492	378	3,284	6,018	2,652	2,453
FOREIGN CURRENCY TRANSACTION GAIN (LOSS)	19,566	20,332	(46,378)	32,734	11,873	(6,254)
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE REORGANIZATION ITEMS AND INCOME TAXES	1,466	35,039	(16,721)	15,933	(197,354)	(90,179)
REORGANIZATION ITEMS, net	(421)	424,825				
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	1,045	459,864	(16,721)	15,933	(197,354)	(90,179)
INCOME TAX BENEFIT (EXPENSE)	10,180	(4,074)	739	9,264	(4,990)	(3,331)
INCOME (LOSS) FROM CONTINUING OPERATIONS	11,225	455,790	(15,982)	25,197	(202,344)	(93,510)
INCOME (LOSS) FROM DISCONTINUED OPERATIONS, net of tax	(4,050)	15,081	(5,890)	(15,593)	(44,139)	(56,108)
GAIN (LOSS) FROM SALE OF DISCONTINUED OPERATIONS, net of tax	(110)	251		6,132	7,415	
NET INCOME (LOSS)	7,065	471,122	(21,872)	15,736	(239,068)	(149,618)
Less: Net (income) loss attributable to the noncontrolling interest	(333)	32	(3,159)		1,110	381
NET INCOME (LOSS) ATTRIBUTABLE TO PRIMUS TELECOMMUNICATIONS GROUP,	$ 6,732	$ 471,154	$ (25,031)	$ 15,736	$ (237,958)	$ (149,237)

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	Successor Six Months Ended December 31, 2009	Predecessor Six Months Ended July 1, 2009	Year Ended December 31, 2008	Year Ended December 31, 2007	Year Ended December 31, 2006	Year Ended December 31, 2005
BASIC INCOME (LOSS) PER COMMON SHARE:						
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ 1.13	$ 3.19	$ (0.13)	$ 0.19	$ (1.79)	$ (0.98)
Income (loss) from discontinued operations	(0.42)	0.11	(0.05)	(0.12)	(0.40)	(0.58)
Gain (loss) from sale of discontinued operations	(0.01)			0.05	0.07	
Net income (loss) attributable to Primus Telecommunications Group, Incorporated	$ 0.70	$ 3.30	$ (0.18)	$ 0.12	$ (2.12)	$ (1.56)
DILUTED LOSS PER COMMON SHARE:						
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ 1.11	$ 2.63	$ (0.13)	$ 0.14	$ (1.79)	$ (0.98)
Income (loss) from discontinued operations	(0.41)	0.09	(0.05)	(0.08)	(0.40)	(0.58)
Gain (loss) from sale of discontinued operations	(0.01)			0.03	0.07	
Net income (loss) attributable to Primus Telecommunications Group, Incorporated	$ 0.69	$ 2.72	$ (0.18)	$ 0.09	$ (2.12)	$ (1.56)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING						
Basic	9,600	142,695	142,643	128,771	112,366	95,384
Diluted	9,800	173,117	142,643	196,470	112,366	95,384
AMOUNTS ATTRIBUTABLE TO COMMON SHAREHOLDERS OF PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED						
Income (loss) from continuing operations, net of tax	$ 10,892	$ 455,822	$ (19,141)	$ 25,197	$ (201,234)	$ (93,129)
Income (loss) from discontinued operations	(4,050)	15,081	(5,890)	(15,593)	(44,139)	(56,108)
Gain (loss) from sale of discontinued operations	(110)	251		6,132	7,415	
Net income (loss)	$ 6,732	$ 471,154	$ (25,031)	$ 15,736	$ (237,958)	$ (149,237)

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	Successor		Predecessor
	Nine Months Ended September 30, 2010	Three Months Ended September 30, 2009	Six Months Ended July 1, 2009
NET REVENUE	$ 575,809	$ 194,946	$ 365,245
OPERATING EXPENSES			
Cost of revenue (exclusive of depreciation included below)	366,809	126,889	236,925
Selling, general and administrative	149,549	47,132	88,585
Depreciation and amortization	49,703	18,740	11,545
(Gain) loss on sale or disposal of assets	(179)	36	(43)
Total operating expenses	565,882	192,797	337,012
INCOME (LOSS) FROM OPERATIONS	9,927	2,149	28,233
INTEREST EXPENSE	(26,661)	(8,747)	(14,093)
(ACCRETION) AMORTIZATION ON DEBT PREMIUM/DISCOUNT, net	(135)		189
GAIN (LOSS) FROM EARLY EXTINGUISHMENT OF DEBT	164		
GAIN (LOSS) FROM CONTINGENT VALUE RIGHTS VALUATION	(2,392)	(4,229)	
INTEREST INCOME AND OTHER INCOME (EXPENSE), net	617	160	378
FOREIGN CURRENCY TRANSACTION GAIN (LOSS)	10,212	13,448	20,332
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE REORGANIZATION ITEMS AND INCOME TAXES	(8,268)	2,781	35,039
REORGANIZATION ITEMS, net	1	(307)	424,825
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	(8,267)	2,474	459,864
INCOME TAX BENEFIT (EXPENSE)	7,291	2,121	(4,074)
INCOME (LOSS) FROM CONTINUING OPERATIONS	(976)	4,595	455,790
INCOME (LOSS) FROM DISCONTINUED OPERATIONS, net of tax	(7,681)	(2,110)	15,081
GAIN (LOSS) FROM SALE OF DISCONTINUED OPERATIONS, net of tax	(196)	(110)	251
NET INCOME (LOSS)	(8,853)	2,375	471,122
Less: Net (income) loss attributable to the noncontrolling interest	(104)	(210)	32
NET INCOME (LOSS) ATTRIBUTABLE TO PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED	$ (8,957)	$ 2,165	$ 471,154
BASIC INCOME (LOSS) PER COMMON SHARE:			
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (0.11)	$ 0.46	$ 3.19
Income (loss) from discontinued operations	(0.79)	(0.22)	0.11
Gain (loss) from sale of discontinued operations	(0.02)	(0.01)	
Net income (loss) attributable to Primus Telecommunications Group, Incorporated	$ (0.92)	$ 0.23	$ 3.30
DILUTED INCOME (LOSS) PER COMMON SHARE:			
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ (0.11)	$ 0.46	$ 2.63
Income (loss) from discontinued operations	(0.79)	(0.22)	0.09
Gain (loss) from sale of discontinued operations	(0.02)	(0.01)	
Net income (loss) attributable to Primus Telecommunications Group, Incorporated	$ (0.92)	$ 0.23	$ 2.72

WEIGHTED AVERAGE COMMON SHARES OUTSTANDING			
Basic	9,711	9,600	142,695
Diluted	9,711	9,600	173,117
AMOUNTS ATTRIBUTABLE TO COMMON SHAREHOLDERS OF PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED			
Income (loss) from continuing operations, net of tax	$ (1,080)	$ 4,385	$ 455,822
Income (loss) from discontinued operations	(7,681)	(2,110)	15,081
Gain (loss) from sale of discontinued operations	(196)	(110)	251
Net income (loss)	$ (8,957)	$ 2,165	$ 471,154

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Balance Sheet Data:

(in thousands)	Successor As of September 30, 2010	Successor As of December 31, 2009	Predecessor As of December 31, 2008	2007	2006	2005
Total assets	$ 522,872	$ 558,914	$ 330,444	$ 460,403	$ 392,250	$ 641,089
Total long-term obligations (including current portion)	$ 244,109	$ 257,516	$ 604,837	$ 673,903	$ 644,074	$ 635,212
Total liabilities	$ 433,626	$ 459,005	$ 789,169	$ 907,943	$ 860,506	$ 877,423
Total Primus Telecommunications Group, Incorporated stockholders equity (deficit)	$ 89,246	$ 99,909	$ (461,539)	$ (447,540)	$ (468,255)	$ (236,334)

Discontinued Operations Data:

(in thousands)	Successor Six Months Ended December 31, 2009	Predecessor Six Months Ended July 1, 2009	As of December 31, 2008	2007	2006	2005
Net revenue	$ 26,813	$ 26,271	$ 66,876	$ 76,647	$ 109,939	$ 213,693
Operating expenses	$ 29,322	$ 27,408	$ 71,718	$ 91,187	$ 152,606	$ 261,999
Income (loss) from operations	$ (2,509)	$ (1,137)	$ (4,842)	$ (14,540)	$ (42,667)	$ (48,306)
Interest expense	$ (45)	$ (42)	$ 83	$ (664)	$ (255)	$ (369)
Interest income and other income (expense), net	$ (160)	$ 37	$ 52	$ (314)	$ (67)	$ (474)
Foreign currency transaction gain (loss)	$ (1,184)	$ 788	$ (808)	$ (41)	$ (1,196)	$ (6,292)
Reorganization items, net	$ (14)	$ 15,269	$	$	$	$
Income (loss) before income tax	$ (3,912)	$ 14,915	$ (5,515)	$ (15,559)	$ (44,185)	$ (55,441)
Income tax benefit (expense)	$ (138)	$ 166	$ (375)	$ (34)	$ 46	$ (667)
Income (loss) from discontinued operations	$ (4,050)	$ 15,081	$ (5,890)	$ (15,593)	$ (44,139)	$ (56,108)

	Successor Nine Months Ended September 30, 2010	Successor Three Months Ended September 30, 2009	Predecessor Six Months Ended July 1, 2009
Net revenue	$ 35,430	$ 13,001	$ 26,271
Impairment of goodwill and long-lived assets	6,161		
Operating expenses	38,386	14,530	27,408
Income (loss) from operations	(9,117)	(1,529)	(1,137)
Interest expense	(35)	(16)	(42)
Interest income and other income (expense), net	239	4	37
Foreign currency transaction gain (loss)	(639)	(533)	788
Reorganization items, net			15,269
Income (loss) before income tax	(9,552)	(2,074)	14,915
Income tax benefit (expense)	1,871	(36)	166

Income (loss) from discontinued operations	$ (7,681)	$ (2,110)	$ 15,081

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Factors That Could Impact Reported Future Results

Certain portions of the consolidated financial data of Primus presented above have been derived from consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. In the opinion of management, the financial statements reflect all adjustments (all of which are of a normal and recurring nature), which are necessary to present fairly the financial position, results of operations, cash flows and comprehensive income (loss) for the interim periods. The results for Primus are not necessarily indicative of the results that may be expected for future periods.

In reviewing the results provided in the tables above, it is important to note that there were significant changes resulting from the adoption of fresh start accounting that affected Primus s historical presentations and that will impact future results compared to pre-reorganization or Predecessor results, including significant changes in:

- debt balances and associated interest expense;
- taxes and the potential adverse cash flow effects of Primus s obligation to pay additional taxes compared to prior periods, given the termination of significant net operating loss carry-forward credits in connection with Primus s reorganization; and
- depreciation and amortization, as triggered by Primus s requirement to institute a new capital structure and fully re-measure its tangible and identifiable intangible assets.

In light of the foregoing, past Predecessor results should not be considered comparable and are not indicative of results for corresponding future Successor periods, and material differences in results of operations and liquidity may arise in the future as a result of these factors, in addition to the factors that could affect Primus s business, as described in Risk Factors and Cautionary Statements Concerning Forward-Looking Statements on pages 38 and 55, respectively.

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SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF ARBINET

The following table presents selected historical consolidated financial and operating data of Arbinet. The financial data as of, and for the years ended, December 31, 2009, 2008, 2007, 2006 and 2005 are derived from Arbinet s audited consolidated financial statements for those periods. The financial data as of, and for the nine months ended, September 30, 2010 and 2009 are derived from Arbinet s unaudited condensed consolidated financial statements for those periods. Arbinet s management believes that Arbinet s interim unaudited financial statements have been prepared on a basis consistent with its audited financial statements and include all normal and recurring adjustments necessary for a fair presentation of the results for each interim period.

The information in the following table is only a summary and is not indicative of the results of future operations of Arbinet. You should read the following information together with Arbinet s Financial Statements for the year ended December 31, 2009, and for the quarter ended September 30, 2010, beginning on page F-2 of this joint proxy statement/prospectus. You should also refer to the section entitled Where You Can Find More Information beginning on page 183 of this joint proxy statement/prospectus.

	Nine Months Ended September 30,		Year Ended December 31,				
	2010	2009	2009	2008	2007	2006	2005
	(in thousands, except per share amounts)						
Statements of Operations Data:							
Trading revenues	$ 230,454	$ 231,019	$ 305,792	$ 418,492	$ 483,891	$ 495,115	$ 481,607
Fee revenues	23,452	26,001	33,684	48,356	50,058	47,863	48,848
Total revenues	253,906	257,020	339,476	466,848	533,949	542,978	530,455
Cost of trading revenues	230,601	231,170	305,696	418,890	484,116	495,159	481,200
Indirect cost of trading and fee revenues	10,788	13,843	18,132	19,698	20,380	17,118	15,888
Total cost of trading and fee revenues	241,389	245,013	323,828	438,588	504,496	512,277	497,088
Gross profit	12,517	12,007	15,648	28,260	29,453	30,701	33,367
Other operating expenses:							
Sales and marketing	5,387	5,659	7,566	10,211	9,690	8,126	7,660
General and administrative	11,908	7,513	10,685	11,677	13,507	16,189	11,625
Depreciation and amortization	5,015	5,400	7,147	7,501	7,574	6,923	8,865
Severance charges	1,389	361	470	1,422	1,318	320	
Restructuring (benefit) and other exit costs			629		(672)		(2,673)
Impairment charge				3,442			
Reserve for litigation					1,940	507	
Total other operating expenses	23,699	18,933	26,497	34,253	33,357	32,065	25,477
Income (loss) from operations	(11,182)	(6,926)	(10,849)	(5,993)	(3,904)	(1,364)	7,890
Interest income	58	107	122	948	2,744	3,135	1,780
Interest expense	(465)	(520)	(626)	(577)	(966)	(1,143)	(1,459)
Foreign currency transaction gain (loss)	(1,280)	2,081	2,331	(6,978)	74	1,013	(469)
Other income, net	(938)	237	321	287	553	329	339
Income (loss) from continuing operations before income taxes	(13,807)	(5,021)	(8,701)	(12,313)	(1,499)	1,970	8,081
(Benefit) provision for income taxes	62	197	(39)	392	232	2,013	(1,298)
Net income (loss) from continuing operations	(13,869)	(5,218)	(8,662)	(12,705)	(1,731)	(43)	9,379
Discontinued operations:							
Income (loss) from discontinued operations, net of income tax				(2,228)	(5,210)	(346)	296
Net income (loss) attributable to common stockholders	$ (13,869)	$ (5,218)	$ (8,662)	$ (14,933)	$ (6,941)	$ (389)	$ 9,675

Net income (loss) per common share(1):														
Basic	$	(2.53)	$	(0.96)	$	(1.59)	$	(2.50)	$	(1.11)	$	(0.06)	$	1.57
Diluted	$	(2.53)	$	(0.96)	$	(1.59)	$	(2.50)	$	(1.11)	$	(0.06)	$	1.50
Dividends per common share(1)	$		$		$		$	(1.60)	$		$		$	

(1) On June 11, 2010, Arbinet effected a 1:4 reverse split of its common stock. The per common share amounts were multiplied by 4, accordingly.

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	As of September 30,		As of December 31,				
	2010	2009	2009	2008	2007	2006	2005
				(in thousands)			
Balance Sheet Data:							
Cash and cash equivalents	$ 13,240	$ 18,345	$ 15,492	$ 16,224	$ 28,556	$ 32,986	$ 40,365
Marketable securities	$ 5,208	$ 6,264	$ 6,407	$ 7,926	$ 20,344	$ 30,051	$ 23,231
Total assets	$ 57,819	$ 66,933	$ 67,737	$ 79,358	$ 109,934	$ 132,522	$ 119,679
Loan payable and other long-term obligations	$ 5,083	$ 3,600	$ 3,600	$ 3,600	$ 7	$ 115	$ 1,031
Notes payable	$	$	$	$	$ 493	$ 561	$
Due to Silicon Valley Bank	$	$ 965	$ 2,014	$ 371	$ 285	$ 8,078	$
Accumulated deficit	$ (134,404)	$ (117,091)	$ (120,535)	$ (111,873)	$ (96,941)	$ (89,964)	$ (88,323)
Total stockholders equity	$ 28,479	$ 43,517	$ 40,332	$ 49,745	$ 79,661	$ 86,931	$ 85,770

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SUMMARY UNAUDITED PRO FORMA COMBINED FINANCIAL DATA OF PRIMUS

The following tables set forth certain selected unaudited pro forma condensed combined financial statement data of Primus after giving effect to the merger as if the merger had occurred on September 30, 2010 for balance sheet data and on January 1, 2009 for statement of operations data.

The unaudited pro forma condensed combined financial statement data in the table below should be read in conjunction with the historical financial statements of Primus and Arbinet that are included or incorporated by reference in this joint proxy statement/prospectus and the unaudited pro forma condensed combined financial statements beginning on page F-54. The unaudited pro forma condensed combined financial statements are provided for informational purposes only and are not necessarily indicative of the operating results or financial position that would have occurred if the merger had been completed as of the dates set forth above, nor are they indicative of the future results or financial position of the combined company.

PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED

PRO FORMA CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands, except per share amounts)

	Pro Forma	
	Year Ended December 31, 2009	Nine Months Ended September 30, 2010
NET REVENUE	$ 1,092,217	$ 819,063
OPERATING EXPENSES		
Cost of revenue (exclusive of depreciation included below)	798,018	592,491
Selling, general and administrative	215,436	172,769
Depreciation and amortization	78,224	55,158
(Gain) loss on sale or disposal of assets	59	(179)
Total operating expenses	1,091,737	820,239
INCOME (LOSS) FROM OPERATIONS	480	(1,176)
INTEREST EXPENSE	(35,022)	(26,661)
(ACCRETION) AMORTIZATION ON DEBT PREMIUM/DISCOUNT, net	(3)	(135)
GAIN (LOSS) ON EARLY EXTINGUISHMENT OR RESTRUCTURING OF DEBT	(4,146)	164
GAIN (LOSS) FROM CONTINGENT VALUE RIGHTS VALUATION	(2,804)	(2,392)
INTEREST INCOME AND OTHER INCOME (EXPENSE)	1,313	(263)
FOREIGN CURRENCY TRANSACTION GAIN (LOSS)	42,229	8,932
INCOME (LOSS) FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	2,047	(21,531)
INCOME TAX BENEFIT (EXPENSE)	11,227	7,229
INCOME (LOSS) FROM CONTINUING OPERATIONS	13,274	(14,302)
BASIC INCOME (LOSS) PER COMMON SHARE:		
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ 1.04	$ (1.15)
DILUTED INCOME (LOSS) PER COMMON SHARE:		
Income (loss) from continuing operations attributable to Primus Telecommunications Group, Incorporated	$ 1.02	$ (1.15)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING		
Basic	12,434	12,545
Diluted	12,733	12,545

AMOUNTS ATTRIBUTABLE TO COMMON SHAREHOLDERS OF PRIMUS TELECOMMUNICATIONS GROUP, INCORPORATED				
Income (loss) from continuing operations, net of tax	$	13,274	$	(14,302)
Net (income) loss attributable to the noncontrolling interest		(301)		(104)
Income (loss) from continuing operations, net of tax and net (income) loss attributable to the noncontrolling interest	$	12,973	$	(14,406)

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Balance Sheet Data:

(in thousands)	Pro Forma As of September 30, 2010
Total assets	$ 585,073
Total long-term obligations (including current portion)	244,228
Total liabilities	459,329
Total Primus Telecommunications Group, Incorporated stockholders equity (deficit)	125,744

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UNAUDITED COMPARATIVE PER SHARE INFORMATION

The following table sets forth selected historical and unaudited pro forma combined per share information of Primus and Arbinet.

Pro Forma Combined Per Share Information of Primus. The unaudited pro forma combined per share information of Primus below gives effect to the merger under the acquisition method of accounting, as if the merger had been effective on January 1, 2009, in the case of net income per share and cash dividends per share data, and September 30, 2010, in the case of book value per share data, and assuming that 0.5126 of a share of Primus common stock had been issued in exchange for each outstanding share of Arbinet common stock.

The accounting for an acquisition of a business is based on the authoritative guidance for business combinations. Acquisition accounting requires, among other things, that most assets acquired and liabilities assumed be recognized at their fair values as of the acquisition date. Acquisition accounting is dependent upon certain valuations of Arbinet s assets and liabilities and other studies that have yet to progress to a stage where there is sufficient information for a definitive measurement. Accordingly, the pro forma adjustments reflect the assets and liabilities of Arbinet at their preliminary estimated fair values. Differences between these preliminary estimates and the final acquisition accounting will occur and these differences could have a material impact on the unaudited pro forma combined per share information set forth in the following table.

The unaudited pro forma combined per share information of Primus does not purport to represent the actual results of operations that Primus would have achieved had the companies been combined during these periods or to project the future results of operations that Primus may achieve after the merger.

Historical Per Share Information of Primus and Arbinet. The historical per share information of each of Primus and Arbinet below is derived from the audited financial statements as of, and for the six months ended, December 31, 2009 for Primus and as of, and for the year ended, December 31, 2009 for Arbinet, and the unaudited condensed consolidated financial statements as of, and for the nine months ended, September 30, 2010 for each such company.

Equivalent Pro Forma Combined Per Share Information of Arbinet. The unaudited equivalent pro forma combined per share amounts of Arbinet below are calculated by multiplying the unaudited pro forma combined per share amounts of Primus by 0.5126.

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Generally. You should read the information below in conjunction with the selected historical financial information included elsewhere in this joint proxy statement/prospectus and the historical financial statements of Primus and Arbinet and related notes that are included in, or incorporated by reference into, this joint proxy statement/prospectus. See Selected Historical Consolidated Financial Data of Primus, Selected Historical Consolidated Financial Data of Arbinet, Incorporation of Certain Documents by Reference and Where You Can Find More Information beginning on pages 23, 29, 182 and 183, respectively.

	Nine Months Ended September 30, 2010	Six Months Ended December 31, 2009(4)	Year Ended December 31, 2009
Primus historical			
Income (loss) per share from continuing operations basic	$ (0.11)	$ 1.13	n/a
Income (loss) per share from continuing operations diluted	(0.11)	1.11	n/a
Cash dividends per common share			n/a
Book value per share at period end(2)	9.16	n/a	n/a
Primus pro forma combined			
Income (loss) per share from continuing operations basic	$ (1.15)	n/a	$ 1.04
Income (loss) per share from continuing operations diluted	(1.15)	n/a	1.02
Cash dividends per common share(1)		n/a	
Book value per share at period end(2)	10.00	n/a	n/a
Arbinet historical			
Income (loss) per share from continuing operations basic	$ (2.53)	n/a	$ (1.59)
Income (loss) per share from continuing operations diluted	(2.53)	n/a	(1.59)
Cash dividends per common share		n/a	
Book value per share at period end(2)	5.17	n/a	7.39
Arbinet pro forma (equivalent)(3)			
Income (loss) per share from continuing operations basic	$ (1.30)	n/a	$ (0.81)
Income (loss) per share from continuing operations diluted	(1.30)	n/a	(0.81)
Cash dividends per common share		n/a	
Book value per share at period end(2)	2.65	n/a	3.79

(1) Same as Primus s historical, since no change in dividend policy is expected as a result of the merger.

(2) Historical book value per share is calculated by dividing stockholders equity by the number of Primus or Arbinet common shares outstanding at the end of the period. Pro forma book value per share is computed by dividing pro forma stockholders equity by the pro forma number of Primus common shares basic outstanding at the end of the period. Book value per share is required to be presented on a pro forma basis only for the most recent balance sheet date September 30, 2010.

(3) Amounts are calculated by multiplying the Arbinet historical pro forma combined per share amounts by 0.5126.

(4) Presents Successor results only for Primus for the six months ended December 31, 2009 as related to the operations of the reorganized Primus and as related to Primus s New Common Stock (as defined on the following page). On June 30, 2009, shares of Primus s Old Common Stock (as defined on the following page) were cancelled pursuant to the terms of the Plan of Reorganization, and 9,600,000 shares of New Common Stock were issued. Primus has no continuing obligations with respect to the Old Common Stock as presented in Primus s predecessor data.

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COMPARATIVE PRIMUS AND ARBINET MARKET PRICE AND DIVIDEND DATA

Market Price

Shares of Primus common stock have been quoted on the OTC Bulletin Board under the symbol PMUG since July 1, 2009 (such common stock is referred to in this section of the joint proxy statement/prospectus as Primus New Common Stock). Shares of Primus common stock issued and outstanding immediately prior to July 1, 2009, or Predecessor Old Common Stock, traded on the over-the-counter market, both through quotations on the OTC Bulletin Board and in the National Quotation Bureau Pink Sheets. On June 30, 2009, shares of Predecessor Old Common Stock were cancelled pursuant to the terms of Primus s Plan of Reorganization and 9,600,000 shares of Primus New Common Stock were issued. Primus has no continuing obligations with respect to Predecessor Old Common Stock. In connection with the merger, Primus is to use its reasonable best efforts to have its common stock listed for trading on the NASDAQ.

Shares of Arbinet common stock are currently listed on the NASDAQ Global Market under the symbol ARBX .

The following tables set forth, for the calendar quarters indicated, the intra-day high and low sale prices per share of Primus common stock, as reported by the OTC Bulletin Board, and per share of Arbinet common stock, as reported on the NASDAQ Global Market. Primus historically has retained its earnings for the development of its business and, accordingly, has not paid dividends during the periods covered in the Primus table below. The Arbinet table also shows the amount of cash dividends declared per share of Arbinet common stock for the calendar quarters indicated. With respect to Primus, these prices do not include retail markups, markdowns and commissions.

	Primus New Common Stock(1)		Predecessor Old Common Stock(2)	
	High	Low	High	Low
2011:				
First Quarter (through January 12, 2011)	$ 16.25	$ 12.45		
2010:				
Fourth Quarter	$ 14.00	$ 7.00		
Third Quarter	$ 7.70	$ 6.75		
Second Quarter	$ 7.54	$ 6.15		
First Quarter	$ 7.25	$ 5.65		
2009:				
Fourth Quarter	$ 7.25	$ 5.60		
Third Quarter	$ 7.75	$ 3.20		
Second Quarter			$ 0.04	$ 0.01
First Quarter			$ 0.09	$ 0.003

(1) 9,600,000 shares of Primus New Common Stock were issued pursuant to the terms of Primus s Plan of Reorganization and trading commenced on July 1, 2009 on a when issued basis. Since July 1, 2009, the Primus New Common Stock has been quoted on the OTC Bulletin Board and trades under the symbol PMUG .

(2) All outstanding shares of Predecessor Old Common Stock were cancelled pursuant to the terms of Primus s Plan of Reorganization and no further trading occurred after June 30, 2009.

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	Arbinet Common Stock(1)		
	High	Low	Cash Dividends Declared
2011:			
First Quarter (through January 12, 2011)	$ 9.66	$ 7.91	$
2010:			
Fourth Quarter	$ 8.50	$ 5.03	$
Third Quarter	$ 8.17	$ 6.83	$
Second Quarter	$ 9.99(2)	$ 7.40(2)	$
First Quarter	$ 10.00	$ 7.76	$
2009:			
Fourth Quarter	$ 11.00	$ 7.72	$
Third Quarter	$ 12.32	$ 6.84	$
Second Quarter	$ 9.00	$ 6.00	$
First Quarter	$ 8.00	$ 5.60	$

(1) On June 11, 2010, Arbinet effected a 1:4 reverse split of its common stock. All prices in and prior to the first quarter of 2010 have been multiplied by 4, accordingly.

(2) The high and low stock prices shown have been calculated based on the prices of the stock values from April 1, 2010 through June 11, 2010 multiplied by 4, as compared to the stock prices from June 14, 2010 through the end of the second quarter.

The following table presents closing prices per share of Primus common stock on the OTC Bulletin Board and Arbinet common stock as reported on the NASDAQ Global Market as of November 10, 2010, the last full trading day before the public announcement of the execution of the merger agreement by Primus and Arbinet, and as of January 7, 2011. This table also presents the merger consideration equivalent proposed for each share of Arbinet common stock on each of the specified dates. These illustrative values are calculated by multiplying the closing price of Primus common stock on those dates by 0.5126. Such number was calculated by making certain assumptions about the exchange ratio: (i) the $28,000,000 base price was not increased in connection with any IP Sale, (ii) there were assumed to be 98,839 shares of Primus common stock issuable at or after the closing of the merger in connection with Primus s assumption of Arbinet s outstanding warrants, options, stock appreciation rights and other equity awards (which excluded issuable shares that are subject to Arbinet s stock options and stock appreciation rights and for which the exercise price or base price, respectively, is greater than the greater of (x) $6.05 per share of Arbinet common stock and (y) the closing stock price per share of Arbinet common stock on the day prior to the closing of the merger, and, with respect to Arbinet s stock appreciation rights, including only the net number of shares of Arbinet common stock that will be issuable as calculated using the closing price of Arbinet common stock on the day prior to the closing of the merger). The actual exchange ratio cannot be determined until just before closing; the actual exchange ratio may vary significantly from the ratio determined based on the assumptions above.

	Primus Common Stock	Arbinet Common Stock	Equivalent Per Share Value of Arbinet Common Stock
November 10, 2010	$ 9.57	$ 6.90	$ 3.59
January 7, 2011	$ 13.48	$ 8.44	$ 4.33

The market prices of shares of Primus common stock and Arbinet common stock will fluctuate between the date of this joint proxy statement/prospectus and the completion of the merger, and thus no assurance can be given concerning the market prices of shares of Primus common stock or Arbinet common stock before the completion of the merger or shares of Primus common stock after the completion of the merger. The market value of the merger consideration ultimately received by Arbinet stockholders will depend on the closing price of Primus common stock on the day the merger is consummated. **Arbinet stockholders are encouraged to obtain current market quotations for Primus common stock and current market prices for Arbinet common stock in deciding whether to vote for adoption of the merger agreement.** See Risk Factors Risks Relating to the Merger The calculation of the merger consideration is subject to adjustment for factors that may take place, or will be measured at a time that is, subsequent to the vote of the Arbinet stockholders, and thus Arbinet stockholders cannot be sure of the aggregate value of the merger consideration that they will receive.

Record Holders

As of January 12, 2011 (the record date for each of the Primus and Arbinet special meetings), there were approximately 3 record holders, representing approximately 650 beneficial owners, of Primus common stock and approximately 84 record holders of Arbinet common stock.

Dividends

Arbinet did not declare or pay cash dividends on its common stock in 2009 and 2010. On February 28, 2008, Arbinet s board of directors approved a special one-time cash distribution of $1.60 per share of common stock, calculated based on a 1:4 reverse split effected on June 11, 2010. The aggregate total distribution of approximately $10.0 million was paid on March 28, 2008 to record holders of Arbinet common stock as of the close of business on March 12, 2008. The special cash distribution replaced a $15.0 million stock repurchase plan previously announced on June 11, 2007, or the 2007 Repurchase Plan, under which Arbinet repurchased approximately 209,249 shares, calculated based on a 1:4 reverse split effected on June 11, 2010. Except for this 2008 one-time cash distribution, Arbinet does not currently anticipate paying any cash dividends in the foreseeable future.

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RISK FACTORS

In addition to the other information included or incorporated by reference in this joint proxy statement/prospectus, including the matters addressed in the section entitled Cautionary Statements Concerning Forward-Looking Statements beginning on page 55, you should carefully consider the following risk factors before deciding how to vote with respect to the merger. In addition, you should read and consider the risks associated with each of the businesses of Primus and Arbinet because these risks will also affect the combined company; some of these risks can be found in Primus s Annual Report on Form 10-K, as updated by subsequent Quarterly Reports on Form 10-Q, all of which are filed with the SEC and incorporated by reference into this joint proxy statement/prospectus. You should also read and consider the other information in this joint proxy statement/prospectus and the other documents incorporated by reference in this joint proxy statement/prospectus. For more information, see Where You Can Find More Information beginning on page 183.

Risks Relating to the Merger

The calculation of the merger consideration is subject to adjustment for factors that may take place, or will be measured at a time that is, subsequent to the vote of the Arbinet stockholders, and thus Arbinet stockholders cannot be sure of the aggregate value of the merger consideration that they will receive.

The calculation of the number of shares of Primus common stock to be issued to Arbinet stockholders pursuant to the merger agreement will be adjusted based on certain events or factors, some of which may occur after the vote of Arbinet s stockholders with respect to the Arbinet merger proposal. If the merger is completed, each share of Arbinet common stock (other than shares subject to perfected appraisal rights and other than any shares of Arbinet held by Primus, Arbinet or any of their respective direct or indirect wholly owned subsidiaries, in each case except for any such shares held on behalf of third parties) will be converted into the right to receive the number of shares of Primus common stock equal to an exchange ratio, which will be calculated as follows:

(i) $28,000,000, which may be increased by the net proceeds of a sale of Arbinet s patents and associated rights to a third party for cash, or an IP Sale;

divided by

(ii) the number of shares of Arbinet common stock issued and outstanding immediately prior to the consummation of the merger *plus* shares that may become issuable as Primus common stock at or after the closing of the merger in connection with Primus s assumption of Arbinet s outstanding warrants, options, stock appreciation rights, or SARs, and other equity awards, but with respect to such issuable shares:

a. shall exclude issuable shares subject to Arbinet s stock options and stock appreciation rights as of the closing of the merger and for which the exercise price or base price, respectively, is greater than the greater of (x) $6.05 per share of Arbinet common stock and (y) the closing stock price per share of Arbinet common stock on the day prior to the closing of the merger; and

b. with respect to Arbinet s stock appreciation rights, shall include only the net number of shares of Arbinet common stock that will be issuable as calculated using the closing price of Arbinet common stock on the day prior to the closing of the merger;

divided by

(iii) $9.5464.

Thus, the exchange ratio of Primus common stock for each share of Arbinet common stock may be increased if an IP Sale were to occur prior to the consummation of the merger and the net proceeds of the IP Sale were not distributed directly to Arbinet stockholders.

The exchange ratio will also be affected by the number of shares of Arbinet common stock issued and outstanding immediately prior to the consummation of the merger, as well as the number of shares of Arbinet

common stock that will be issuable as described in clause (ii) above. There are certain restrictions in the merger agreement on the ability of Arbinet to issue additional shares of common stock or awards relating to Arbinet common stock. As of January 7, 2011, there were 5,529,435 shares of Arbinet common stock issued and outstanding, 359 shares of Arbinet common stock subject to Arbinet warrants, 73,678 shares of Arbinet common stock subject to Arbinet equity awards other than options or SARs, and 118,795 shares of Arbinet common stock subject to Arbinet options and SARs with an exercise price or base price, respectively, less than the greater of (x) $6.05 per share of Arbinet common stock and (y) the closing price of $8.44 per share of Arbinet common stock on January 7, 2011; thus, as of January 7, 2011, with a closing price of $8.44 per share of Arbinet common stock, approximately 5,722,267 shares of Arbinet common stock in the aggregate would count in the calculation of the exchange ratio formula provided above. Note that some shares of Arbinet common stock that are issuable under Arbinet options or SARs and have an exercise price or base price, respectively, in excess of $6.05 per share of Arbinet common stock may not be excluded from the computation of the exchange ratio at the time of the merger to the extent the closing stock price per share of Arbinet common stock on the day prior to the closing of the merger is in excess of $6.05 per share of Arbinet common stock.

The dollar value of the consideration received by Arbinet stockholders will depend upon the market value of Primus s common stock at the effective time of the merger, and such dollar value may be different from, and lower than, the dollar value of the merger consideration on the date the merger agreement was announced, on the date that this joint proxy statement/prospectus is mailed to Arbinet stockholders, on the date of the special meeting of Arbinet stockholders and after the closing of the merger.

Stock price changes may result from a variety of factors that are beyond the control of Primus and Arbinet, including:

- market reaction to the announcement of the merger and market assessment of the likelihood of the merger being consummated;
- changes in the respective businesses, operations or prospects of Primus or Arbinet, including Primus s and Arbinet s ability to meet earnings estimates;
- governmental or litigation developments or regulatory considerations affecting Primus or Arbinet or the telecommunications industry;
- general business, market, industry or economic conditions; and
- other factors beyond the control of Primus and Arbinet, including those described elsewhere in this Risk Factors section.

Neither party is permitted to walk away from the merger, terminate the merger agreement or resolicit the vote of its stockholders solely because of changes in the market price of either party s common stock.

Arbinet s directors and executive officers have interests in the merger that may be different from, and in addition to, the interests of other Arbinet stockholders.

Arbinet s directors and executive officers are parties to agreements or participants in other arrangements that give them interests in the merger that may be different from, or in addition to, your interests as a stockholder of Arbinet, which could create conflicts of interest in their determinations to recommend the merger. You should consider these interests in voting on the merger. We have described these different interests under The Merger Interests of Certain Persons in the Merger that May be Different from Your Interests beginning on page 123.

We may not realize the anticipated benefits of the merger.

Primus and Arbinet entered into the merger agreement with the expectation that the merger would result in various benefits including, among other things, synergies, cost savings, maintaining business and customer levels of activity and operating efficiencies. The success of the merger will depend, in part, on the combined company s

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ability to realize these anticipated benefits from combining the businesses of Primus and Arbinet. However, to realize these anticipated benefits, the combined company must successfully combine the businesses of Primus and Arbinet. If we are not able to achieve these objectives, the anticipated benefits of the merger may not be realized fully or at all or may take longer to realize than expected.

Primus and Arbinet have operated and, until the completion of the merger, will continue to operate independently. It is possible that the integration process could take longer than anticipated and could result in the loss of valuable employees or the disruption of each company s ongoing businesses or inconsistencies in standards, controls, procedures, practices, policies and compensation arrangements, which could adversely affect the combined company s ability to achieve the anticipated benefits of the merger. The combined company s results of operations could also be adversely affected by any issues attributable to either company s operations that arise or are based on events or actions that occur prior to the closing of the merger. Primus may have difficulty addressing possible differences in corporate cultures and management philosophies. Integration efforts between the two companies will also divert management attention and resources. These integration activities could have an adverse effect on the businesses of both Primus and Arbinet during the transition period. The integration process is subject to a number of uncertainties. Although Primus s plans for integration are focused on minimizing those uncertainties to help achieve the anticipated benefits, no assurance can be given that these benefits will be realized or, if realized, the timing of their realization. Failure to achieve these anticipated benefits could result in increased costs or decreases in the amount of expected revenues and could adversely affect Primus s future business, financial condition, operating results and prospects. In addition, we may not be able to eliminate duplicative costs or realize other efficiencies from integrating the businesses to offset part or all of the transaction and merger-related costs incurred by Primus and Arbinet.

The date that Arbinet stockholders will receive the merger consideration is uncertain.

The date that Arbinet stockholders will receive the merger consideration depends on the completion date of the merger, which is uncertain. While we expect to complete the merger by the end of February 2011, the completion date of the merger might be later than expected because of unforeseen events.

Business uncertainties and contractual restrictions while the merger is pending may have an adverse effect on Arbinet or Primus.

Uncertainty about the effect of the merger on employees, suppliers, partners, regulators and customers may have an adverse effect on each of Arbinet and Primus. These uncertainties may impair each of Arbinet s and Primus s ability to attract, retain and motivate key personnel until the merger is consummated and could cause suppliers, customers and others that deal with Arbinet or Primus to defer purchases or other decisions concerning Arbinet or Primus, respectively, or seek to change existing business relationships with Arbinet or Primus, respectively. In addition, the merger agreement restricts both Primus and Arbinet from making certain acquisitions and taking other specified actions without the other s approval. These restrictions could prevent either party from pursuing attractive business opportunities that may arise prior to the completion of the merger.

Failure to complete the merger or delays in completing the merger could negatively affect Primus s and Arbinet s stock prices and future businesses and operations.

If the merger is not completed for any reason, Primus and Arbinet may be subject to a number of risks, including the following:

- the separate companies will not realize the benefits expected from the merger, including a potentially enhanced financial and competitive position;

- the current market price of Primus common stock or Arbinet common stock may reflect a market assumption that the merger will occur and a failure to complete the merger could result in a negative perception by the stock market of either company or both generally and a resulting decline in the market price of its or their common stock;

- certain costs relating to the merger, including certain investment banking, financing, legal and accounting fees and expenses, must be paid even if the merger is not completed, and either party may be required to pay substantial fees or reimbursements to the other if the merger agreement is terminated under specified circumstances; and

- there may be substantial disruption to each of Primus s and Arbinet s business and distraction of each company s management and employees from day-to-day operations because matters related to the merger (including integration planning) may require substantial commitments of time and resources, which could otherwise have been devoted to other opportunities that could have been beneficial to Primus or Arbinet, as applicable.

Delays in completing the merger could exacerbate uncertainties concerning the effect of the merger, which may have an adverse effect on the business following the merger and could defer or detract from the realization of the benefits expected to result from the merger.

The merger agreement restricts Arbinet s ability to pursue alternatives to the merger.

The merger agreement contains a limited go-shop provision that allowed Arbinet to solicit, initiate and pursue alternative acquisition proposals for 45 days following the execution of the merger agreement, which period expired on December 25, 2010. The merger agreement contains no shop provisions that, subject to limited fiduciary exceptions and the go-shop period, restrict Arbinet s ability to initiate, solicit, encourage or facilitate, discuss, negotiate or accept a competing third party proposal to acquire all or a significant part of Arbinet. Further, there are a limited number of exceptions that would allow Arbinet s board of directors to withdraw or change its recommendation to holders of Arbinet common stock that they vote in favor of the approval and adoption of the merger agreement. Although Arbinet s board of directors is permitted to take these actions if it determines in good faith that these actions are likely to be required to comply with its fiduciary duties, doing so in specified situations could entitle Primus to terminate the merger agreement and to be paid a termination fee of $1,250,000.

Primus required that Arbinet agree to these provisions as a condition to Primus s willingness to enter into the merger agreement. However, these provisions could discourage a potential acquiror that might have an interest in acquiring all or a significant part of Arbinet from considering or proposing that acquisition, even if it were prepared to pay consideration with a higher per share cash or market value than the consideration Primus proposes to pay in the merger or might result in a potential competing acquiror proposing to pay a lower per share price to acquire Arbinet than it might otherwise have proposed to pay because of the added expense of the termination fee that may become payable to Primus in certain circumstances.

Ownership by Primus stockholders will be diluted by the merger.

The merger will dilute the ownership position of the current stockholders of Primus. Pursuant to the merger agreement, and assuming the $28,000,000 base price is not increased in connection with a sale of Arbinet s patents and associated rights to a third party for cash, Primus would issue to Arbinet stockholders up to 2,933,043 shares of Primus common stock in the merger, which, if issued in full, would represent an increase in the Primus aggregate shares issued and outstanding of 29.9%. As a result, assuming full issuance of the 2,933,043 shares of Primus common stock to Arbinet stockholders, Primus stockholders would hold 77.0% of the combined company s common stock outstanding after the completion of the merger, and Arbinet stockholders would hold 23.0% of the combined company s common stock outstanding after the completion of the merger.

The rights of Arbinet stockholders will be governed by Primus s restated certificate of incorporation, as amended, and restated by-laws.

All Arbinet stockholders who receive shares of Primus common stock in the merger will become Primus stockholders and their rights as stockholders will be governed by Primus s restated certificate of incorporation, as amended, and its restated by-laws. There are material differences between the current rights of Arbinet stockholders, which are governed by Arbinet s amended and restated certificate of incorporation and second amended and restated by-laws, and the rights of holders of Primus common stock. See Comparison of Stockholder Rights beginning on page 155.

The unaudited pro forma condensed combined financial statements are presented for illustrative purposes only, do not purport to be indicative of what the combined company s actual financial position or results of operations would have been had the transaction been completed on the dates indicated and may not be an indication of the combined company s financial condition or results of operations following the transaction.

The unaudited pro forma condensed combined financial statements contained in this joint proxy statement/prospectus are presented for illustrative purposes, do not purport to be indicative of what the combined company s actual financial position or results of operations would have been had the transaction been completed on the dates indicated and may not be an indication of the combined company s financial condition or results of operations following the merger for several reasons. The unaudited pro forma condensed combined financial statements have been derived from the historical financial statements of Primus and Arbinet and adjustments and assumptions have been made regarding the combined company after giving effect to the transaction. The information upon which these adjustments and assumptions have been made is preliminary, and these kinds of adjustments and assumptions are difficult to make with accuracy and are subject to further refinement. Moreover, the unaudited pro forma condensed combined financial statements do not reflect ongoing cost savings, operating synergies or revenue enhancements that Primus expects to achieve as a result of the merger, the costs to integrate the operations of Primus and Arbinet, or the costs necessary to achieve these costs savings, operating synergies or revenue enhancements. As a result, the actual financial condition and results of operations of the combined company following the merger may not be consistent with, or evident from, these unaudited pro forma condensed combined financial statements.

The assumptions used in preparing the unaudited pro forma condensed combined financial information may not prove to be accurate, and other factors may affect the combined company s financial condition or results of operations following the transaction. See Unaudited Pro Forma Condensed Combined Financial Information beginning on page F-54.

The financial forecasts of Primus and Arbinet included in this joint proxy statement/prospectus involve risks, uncertainties and assumptions, many of which are beyond the control of Primus and Arbinet. As a result, they may not prove to be accurate and are not necessarily indicative of current values or future performance.

The financial forecasts of Primus and Arbinet contained in this joint proxy statement/prospectus involve risks, uncertainties and assumptions and are not a guarantee of future performance. The future financial results of Primus and Arbinet may materially differ from those expressed in the financial forecasts due to factors that are beyond Arbinet s and Primus s ability to control or predict. Neither Primus nor Arbinet can provide any assurance that Primus s or Arbinet s financial forecasts, respectively, will be realized or that Primus s or Arbinet s future financial results, respectively, will not materially vary from the financial forecasts. The financial forecasts cover multiple years, and the information by its nature becomes subject to greater uncertainty with each successive year. The financial forecasts do not take into account any circumstances or events occurring after the date they were prepared.

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More specifically, the financial forecasts:

- necessarily make numerous assumptions, many of which are beyond the control of Arbinet or Primus and may not prove to be accurate;
- do not necessarily reflect revised prospects for Primus s or Arbinet s businesses, changes in general business or economic conditions, or any other transaction or event that has occurred or that may occur and that was not anticipated at the time the forecasts were prepared;
- are not necessarily indicative of current values or future performance, which may be significantly more favorable or less favorable than is reflected in the forecasts; and
- should not be regarded as a representation that the financial forecasts will be achieved.

The financial forecasts were not prepared with a view toward public disclosure or compliance with published guidelines of the SEC or the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information or United States generally accepted accounting principles, or U.S. GAAP, and do not reflect the effect of any proposed or other changes in U.S. GAAP that may be made in the future. See Certain Unaudited Prospective Financial Information beginning of page 107.

Some of the conditions to the merger may be waived by Primus or Arbinet without resoliciting stockholder approval of the proposals approved by them.

Some of the conditions set forth in the merger agreement may be waived by Primus or Arbinet, subject to certain limitations. See The Merger Agreement Conditions to Completion of the Merger beginning on page 147. If any conditions are waived, Primus and Arbinet will evaluate whether amendment of this joint proxy statement/prospectus and resolicitation of proxies are warranted. If the board of directors of Primus or Arbinet determines that resolicitation of their respective stockholders is not warranted, the applicable company will have the discretion to complete the merger without seeking further stockholder approval.

The merger may fail to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code resulting in Arbinet stockholders recognizing taxable gain or loss in respect of their Arbinet common stock.

Although the merger is intended to qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code, a distribution by Arbinet of certain patents and associated rights (or the proceeds from a sale thereof) may prevent the merger from qualifying as a reorganization. Additionally, no assurance can be given that the IRS will not assert, or that a court would not sustain, that the merger does not qualify as a reorganization. If the merger fails to qualify as a reorganization, Arbinet stockholders generally would recognize gain or loss equal to the difference between (1) the sum of the fair market value of the shares of Primus common stock and any cash received instead of fractional shares of Primus common stock pursuant to the merger and (2) their adjusted tax basis in the shares of Arbinet common stock surrendered in exchange therefor. For a further discussion see Material U.S. Federal Income Tax Consequences of the Merger beginning on page 152.

Risks Relating to the Combined Company After the Merger

The combined company may not be able to obtain adequate financing to execute its operating strategy.

Primus and Arbinet have historically addressed their respective short- and long-term liquidity needs through the use of bank credit facilities, the issuance of debt securities and the use of cash flow provided by operating activities. The availability of these sources of capital will depend upon a number of factors, some of which are beyond the combined company s control. These factors include general economic and financial market conditions and the combined company s market value and operating performance. The combined company may be unable to fully execute its operating strategy if it cannot obtain capital from these sources.

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The market value of Primus common stock could decline if large amounts of its common stock are sold following the merger.

Following the merger, stockholders of Primus and former stockholders of Arbinet will own interests in a combined company operating an expanded business with more assets and a different mix of liabilities. Current stockholders of Primus and Arbinet may not wish to continue to invest in the additional operations of the combined company, or may wish to reduce their investment in the combined company, or for other reasons may wish to dispose of some or all of their interests in Primus following the merger. If, following the merger, large amounts of Primus common stock are sold, the price of its common stock could decline.

The merger may not be accretive and may cause dilution to Primus s earnings per share, which may negatively affect the market price of Primus s common stock.

Primus currently anticipates that the merger will be accretive to U.S. GAAP earnings per share in 2012 and on an adjusted earnings per share basis in 2011. This expectation is based on preliminary estimates that may materially change. Primus could also encounter additional transaction and integration-related costs or other factors such as the failure to realize all of the benefits anticipated in the merger. All of these factors could cause dilution to Primus s earnings per share or decrease or delay the expected accretive effect of the merger and cause a decrease in the price of Primus s common stock.

Primus s efforts to have Primus common stock listed for trading on the NASDAQ may be unsuccessful, which may result in limited liquidity for its stockholders.

In connection with the merger, Primus will use its reasonable best efforts to have its common stock listed for trading on the NASDAQ. However, if, despite these efforts, Primus is unsuccessful in having its common stock listed on the NASDAQ and the merger is consummated, Arbinet stockholders would receive shares of Primus common stock that are not listed on a national securities exchange in return for their shares of Arbinet common stock, which are currently listed on the NASDAQ Global Market.

The combined company s ability to use Arbinet s net operating loss carryforwards to offset future taxable income for U.S. federal income tax purposes may be limited as a result of the merger, or if taxable income does not reach sufficient levels.

Arbinet has federal net operating loss carryforwards (NOLs) available to offset future taxable income. The combined company s ability to utilize the Arbinet s NOLs may be limited if Arbinet undergoes an ownership change, as defined in Section 382 of the Code. An ownership change could be triggered by substantial changes in the ownership of the outstanding stock of Arbinet. An ownership change would occur if certain stockholders increase their aggregate percentage ownership of Arbinet stock by more than 50 percentage points over their lowest percentage ownership at any time during the testing period, which is generally the three-year period preceding any potential ownership change. The merger is currently expected to result in an ownership change of Arbinet for purposes of Section 382 of the Code.

Section 382 of the Code imposes an annual limitation on the amount of post-ownership change taxable income that may be offset with pre-ownership change NOLs of the corporation that experiences an ownership change. The limitation imposed by Section 382 of the Code for any post-ownership change year generally would be determined by multiplying the value of such corporation s stock immediately before the ownership change by the applicable long-term tax-exempt rate. Any unused annual limitation may, subject to certain limits, be carried over to later years, and the limitation may under certain circumstances be increased by built-in gains or reduced by built-in losses in the assets held by such corporation at the time of the ownership change. A corporation s NOLs, however, may only be carried forward for 20 years, after which time they expire. In the present case, because of the limitation imposed by Section 382 of the Code, Arbinet s NOLs may expire before they are fully used.

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The combined company s use of NOLs arising after the date of an ownership change would not be limited unless the combined company were to experience a subsequent ownership change. Regardless of the limitation imposed by Section 382 of the Code, the combined company s ability to use NOLs will also depend on the amount of taxable income generated in future periods. NOLs may expire before the combined company can generate sufficient taxable income to utilize the NOLs.

Risks Relating to Primus s Business

In addition to the risks described above, for a discussion of the risks relating to Primus s business, see Risk Factors in Primus s Annual Report on Form 10-K for the year ended December 31, 2009, Quarterly Report on Form 10-Q for the quarter ended September 30, 2010 and subsequently filed reports with the SEC.

Risks Relating to Arbinet s Business

The following is a summary of risk factors more specific to Arbinet s business that are not otherwise similar to risks currently applicable to Primus or the telecommunications industry generally, which risks will become applicable to Primus following the consummation of the merger.

Arbinet has limited operating history as an exchange and as a traditional wholesaler of telecommunications traffic, and experiences risks and difficulties frequently encountered by companies in new and rapidly evolving markets which if not overcome, could be materially harmful to Arbinet s business.

Arbinet has experienced, and expects to continue to experience, risks and difficulties frequently encountered by companies in new and rapidly evolving markets. In order to overcome these risks and difficulties, Arbinet must, among other things:

- generate sufficient usage by the members of Arbinet s comprehensive global electronic market, or the Exchange, for the trading, routing and settling of voice and data capacity;
- maintain and attract a sufficient number of members to Arbinet s global electronic market, also referred to as the Exchange, to sustain profitability;
- execute its business strategy successfully, including successful execution of Arbinet s Internet Exchange business;
- manage its expanding operations;
- upgrade its technology, systems and network infrastructure to accommodate increased traffic and transaction volume and to implement new features and functions; and
- achieve adoption by having customers and potential customers use its new products and services.

Arbinet s failure to overcome these risks and difficulties, and the general risks and difficulties frequently encountered by companies in new and rapidly evolving markets, could impair its ability to expand Arbinet s business, continue its operations and have a material adverse effect on Arbinet s financial condition and operating results.

Arbinet has incurred a cumulative loss since inception and if Arbinet does not maintain or generate significant revenues, it may not return to profitability.

At September 30, 2010, Arbinet s accumulated deficit was $134.4 million. Arbinet incurred a net loss of $8.7 million, $14.9 million, $6.9 million, and $0.4 million for the years ended 2009, 2008, 2007 and 2006, respectively. Arbinet had net income of $9.7 million in 2005. Even though Arbinet has taken steps to reduce its cost structure, it expects to incur significant future expenses, particularly with respect to the

development of new products and services, deployment of additional infrastructure, and expansion in strategic global markets. To

return to profitability, Arbinet must continue to increase the usage of the Exchange by the members and carrier services customers and attract new customers in order to improve the liquidity of the Exchange as well as continue to closely manage its expenses. Arbinet must also deliver superior service to the members, mitigate the credit risks of its business, and develop and commercialize new products and services. Arbinet may not succeed in these activities and may never generate revenues that are significant or large enough to return to profitability on a quarterly or annual basis. A large portion of its revenues is derived from the members on a per-minute and per-megabyte basis. Therefore, a general market decline in the price for voice calls and Internet capacity may adversely affect the fees Arbinet charges the members. Arbinet s failure to return to profitability could impair its ability to expand its business, diversify its product and service offerings or continue its operations.

The members may not trade on the Exchange or utilize Arbinet s other services due to, among other things, the lack of a liquid market, which may materially harm Arbinet s business. Volatility in trading volumes may have a significant adverse effect on Arbinet s business, financial condition and operating results.

Traditionally, communication services providers buy and sell network capacity in a direct, one-to-one process. The members may not trade on the Exchange unless it provides them with an active and liquid market. Liquidity depends on, among other things, the number of buyers and sellers and the number of competitively priced routes that actively trade on a particular communications route. Arbinet s ability to increase the number of buyers that actively trade on the Exchange will depend on, among other things, the willingness and ability of prospective sellers to satisfy the quality criteria and price parameters imposed by prospective buyers and, upon the increased participation of competing sellers from which a buyer can choose in order to obtain favorable pricing, achieve cost savings and consistently gain access to the required quality services. Arbinet s ability to increase the number of sellers that actively trade on the Exchange will depend upon the extent to which there are sufficient numbers of prospective buyers available to increase the likelihood that sellers will generate meaningful sales revenues. Alternatively, the members may not trade on the Exchange if they are not able to realize significant cost savings. This may also result in a decline in trading volume and liquidity of the Exchange. Trading volume is additionally impacted by the mix of hundreds of geographic markets traded on the Exchange. Each market has distinct characteristics, such as price and average call duration. Declines in the trading volume on the Exchange would result in lower revenues to Arbinet and would adversely affect Arbinet s profitability because of Arbinet s predominantly fixed cost structure.

The members may not trade on the Exchange because such members may conclude that the Exchange will replace their existing business at lower margins.

If the Exchange continues to be an active, liquid market in which lower-priced alternatives are available to buyers, sellers may conclude that further development of the Exchange will erode their profits and they may stop offering communications capacity on the Exchange. Since the Exchange provides full disclosure of prices offered by participating sellers, buyers may choose to purchase network capacity through the Exchange instead of sending traffic to their existing suppliers at pre-determined, and often higher, contract prices. If suppliers of communications capacity fear or determine that the price disclosure and spot market limit order mechanisms provided by the Exchange will cannibalize the greater profit-generating potential of their existing business, they may choose to withdraw from the Exchange, which ultimately could cause the Exchange to fail and materially harm Arbinet s business.

Arbinet s effort to increase the traffic quality of calls on the Exchange could adversely affect its business prospects or results of operations.

In the second half 2008, Arbinet began implementing measures to increase the traffic quality and average duration of calls on the Exchange. These measures included eliminating and streamlining many of the routes offered on the Exchange, resulting in a decline of the number of minutes bought and sold and a decline in Arbinet s revenues. Although Arbinet completed this process in the fourth quarter 2008 and it believes that the decision to streamline some of its routes being offered will positively influence its business in the long term,

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Arbinet cannot be certain that the volume of minutes bought and sold on the Exchange will increase or return to previous levels, or that Arbinet will be able to reestablish the routes eliminated in this effort. Arbinet further cannot be certain that the increase in traffic quality will result in its revenues increasing or returning to previous levels. A failure to return to previous volumes or revenue levels could adversely affect its business, financial condition and operating results.

Arbinet s carrier services strategy may adversely affect the activity of members on the Exchange.

Arbinet has traditionally operated as an anonymous Exchange. Arbinet established carrier services to improve its product and service offerings, improve efficiencies and simplify its customers experiences. However, some of the members may view Arbinet s development of a carrier strategy as competitive to their businesses and may limit or eliminate their activity on the Exchange. Any such reduction could have a material adverse effect on Arbinet s financial condition and operating results.

Arbinet may not achieve profitability if it prices inappropriately or fails to manage supply in carrier services.

Arbinet offers its carrier services at a price that is fixed for a specified period of time. In order to achieve profitability, Arbinet has to procure that supply below the offered price. Failure to recognize rising suppliers prices, or less expensive carriers not terminating the traffic as expected, could result in a significant loss to Arbinet.

Arbinet may incur losses on customer calls that do not match the expected distribution of calls to the offered destination in carrier services.

The trading Exchange operates using Arbinet s defined codes so that the buyer is committed to pay the price for those codes and the seller is committing to offer termination using those codes. In the carrier services offering, Arbinet may compile a destination using multiple suppliers, each with their own prices for regions in that destination. However, portability of numbers between carriers at that destination may alter the price for termination. Arbinet is then offering to provide termination to the broader destination to its customers on the assumption that a certain blend of calling will be achieved. If the customer sends a blend of calls that is substantially different from what is expected and all of those calls are to the more expensive parts of a destination, Arbinet may receive invoices that are significantly greater than expected and may limit its ability to complete a sale to the buyer that is profitable for Arbinet.

Arbinet s standard member enrollment cycle can be long and uncertain and may not result in revenues.

The member enrollment cycle for full membership on the Exchange can be long, and may take up to 12 months or even longer from Arbinet s initial contact with a communication services provider until that provider signs the membership agreement. Because Arbinet offers a new method of purchasing and selling international long distance voice calls and Internet capacity, Arbinet must invest a substantial amount of time and resources to educate prospective members on services providers regarding the benefits of the Exchange. Factors that contribute to the length and uncertainty of the member enrollment cycle and which may reduce the likelihood that a member will purchase or sell communications traffic through the Exchange include:

- the strength of pre-existing one-to-one relationships that prospective members may already have with their communication services providers;
- existing incentive structures within the members organizations that do not reward decision-makers for savings achieved through cost-cutting;
- the experience of the trial trading process by prospective members;
- an aversion to new methods for buying and selling communications capacity; and

the effect of the ongoing global financial and credit crisis on prospective members credit, spending and cash flow.

Arbinet s settlement procedures subject Arbinet to financial risk on all receivables not accepted by Arbinet s third party credit underwriters under Arbinet s credit arrangements or not covered by Arbinet s other methods of managing its credit risk. In addition, Arbinet may elect to forego potential revenues to avoid certain credit risks, which could materially affect its results of operations.

Arbinet has established an arrangement with Silicon Valley Bank, or SVB, whereby SVB agreed to buy from Arbinet, on a revolving basis, all right, title to, and interest in, the payment of all sums arising out of certain invoices owing or to be owing from certain members on Arbinet s Exchange. In addition, Arbinet established a trade credit insurance policy with a third party credit underwriter, covering Arbinet s accounts receivables generated in rendering its telecommunications services. These arrangements assist in protecting Arbinet from credit losses in the event of nonpayment by buyers on the Exchange. Arbinet is subject to financial risk for any nonpayment by the buyers for receivables that SVB or the third party credit underwriter does not accept. Arbinet seeks to mitigate this risk by evaluating the creditworthiness of each buyer prior to its joining the Exchange, as well as requiring deposits, letters of credit or prepayments from some buyers. Arbinet also manages its credit risk by reducing the amount owed to Arbinet by its buying members by netting the buy amount and the sell amount for each member on the Exchange. In the nine months ended September 30, 2010, approximately 84% of Arbinet s trading revenues were covered by its third party credit agreements, Arbinet s ability to net receipts and payments, and its collection from customers of prepayments, or other cash collateral, of which Arbinet s third party credit underwriters covered 39%. However, Arbinet s credit evaluations cannot fully determine whether buyers can or will pay Arbinet for capacity they purchase through the Exchange. In the future, Arbinet may elect to increase the amount of credit it extends to customers it deems creditworthy in order to reduce its credit underwriting costs. Similarly, current economic conditions may adversely impact SVB or the third party credit underwriter resulting in the inability of such entities to pay Arbinet when they are obligated to do so or at any time. If buyers fail to pay Arbinet for any reason and Arbinet has not been able or has elected not to secure credit risk protection with respect to these buyers, its business could experience a material adverse effect. In the event that the creditworthiness of Arbinet s buyers deteriorates, Arbinet s credit providers and Arbinet may elect not to extend credit and consequently, Arbinet may forego potential revenues which could materially affect its results of operations.

Arbinet is exposed to the credit risk of the members not covered by its credit management programs with third parties, which could result in material losses to Arbinet.

There have been adverse changes in the public and private equity and debt markets for communication services providers that have affected their ability to obtain financing or to fund capital expenditures. In some cases, the significant debt burden carried by certain communication services providers has adversely affected their ability to pay their outstanding balances with Arbinet and some of the members have filed for bankruptcy as a result of their debt burdens. Although these members may emerge from bankruptcy proceedings in the future, unsecured creditors, such as Arbinet, often receive partial or no payment toward outstanding obligations. Furthermore, because Arbinet is an international business, Arbinet may be subject to the bankruptcy laws of other nations, which may provide Arbinet limited or no relief. Although these losses have not been significant to date, future losses, if incurred, could be significant, particularly as a result of the impact of current adverse economic conditions and the tightening of credit availability on customers, and could harm Arbinet s business and have a material adverse effect on its operating results and financial condition.

Arbinet may be unable to effectively manage the pricing risk, which could result in significant losses to Arbinet.

In certain instances, Arbinet offers its customers a fixed rate for specific markets for a set duration. Arbinet may assume the risk on the price of the minutes and Arbinet may not be able to secure the prices from sellers to

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ensure Arbinet does not lose money on the minutes purchased by the buyers. Arbinet could incur significant losses related to having a higher cost of minutes sold in relation to the price offered to the buyer of this service.

The market for Arbinet s services is competitive and if Arbinet is unable to compete effectively, its financial results will suffer.

Arbinet faces competition for its voice trading services from communication services providers legacy processes and new companies that may be able to create centralized trading solutions that replicate Arbinet s voice trading platform. These companies may be more effective in attracting voice traffic than the Exchange.

Arbinet s carrier services, PrivateExchange and AssuredAxcess solutions may compete with communication services providers legacy processes, communication services providers themselves and potentially other companies that provide software and services to communication services providers.

Arbinet faces competition for its data trading services from Internet service providers and Internet capacity resellers. In addition, software-based, Internet infrastructure companies focused on Internet protocol route control products may compete with Arbinet for business. Furthermore, Internet network service providers may make technological advancements, such as the introduction of improved routing protocols to enhance the quality of their services, which could negatively impact the demand for Arbinet s data services.

Arbinet may not have the financial resources, technical expertise, sales and marketing abilities or support capabilities to compete successfully with these competitors. Many of Arbinet s current and potential competitors have greater financial resources than Arbinet does and, therefore, may have the ability to adopt aggressive pricing policies. In addition, many of these companies have longer operating histories and may have significantly greater technical, marketing and other resources than Arbinet does and may be able to better attract the same potential customers that Arbinet is targeting. Once communications services providers have established business relationships with Arbinet s competitors, it could be extremely difficult to convince them to utilize the exchange or replace or limit their existing ways of conducting business. These competitors may be able to develop services or processes that are superior to Arbinet s services or processes, or that achieve greater industry acceptance or that may be perceived by buyers and sellers as superior to Arbinet. Where Arbinet competes with legacy processes, it may be particularly difficult to convince customers to utilize the Exchange or replace or limit their existing ways of conducting business.

Furthermore, since the Exchange provides full disclosure of prices offered by participating sellers on an anonymous basis, buyers may choose to purchase network capacity through the Exchange instead of sending traffic to their existing suppliers at pre-determined, and often higher, contract prices. If suppliers of communications capacity fear or determine that the price disclosure and spot market limit order mechanisms provided by the Exchange will cannibalize the greater profit-generating potential of their existing businesses, they may choose to withdraw from the Exchange. If participants withdraw from the Exchange in significant numbers, it could cause the Exchange to fail and materially harm Arbinet s business.

Expanding and maintaining international operations will subject Arbinet to additional risks and uncertainties.

Arbinet expects to continue the expansion of its international operations, which will subject Arbinet to additional risks and uncertainties. Arbinet has established exchange delivery points in New York City, London, Frankfurt, Miami and Hong Kong, and Arbinet intends to expand its presence. Foreign operations are subject to a variety of additional risks that could have an adverse effect on Arbinet s business, including:

- difficulties in collecting accounts receivable and longer collection periods;
- changing and conflicting regulatory requirements;
- potentially adverse tax consequences;

- tariffs and general export restrictions;
- difficulties in integrating, staffing and managing foreign operations;
- political instability;
- seasonal reductions in business activity during the summer months in Europe and certain other parts of the world;
- the impact of local economic conditions and practices;
- potential non-enforceability of Arbinet s intellectual property and proprietary rights in foreign countries; and
- fluctuations in currency exchange rates.

Arbinet s inability to manage these risks effectively could result in increased costs and distractions and may adversely affect Arbinet s business, financial condition and operating results.

Arbinet s pricing in the Exchange and new products and services may not be sustainable and may decline over time.

As prices for international long-distance minutes continue to decline, Arbinet needs to charge the members less for utilization of its services. Arbinet may also need to reduce its prices to drive incremental minutes on the Exchange. As Arbinet has a predominantly fixed-price operating cost structure, Arbinet is evaluating pricing programs that maximize the volume and aggregate fee revenues on the Exchange. Arbinet continues to explore additional volume discounting programs and alternative pricing programs to drive overall fee revenues. Arbinet s fee revenue per minute may decline in the coming quarters as Arbinet explores these pricing initiatives. Arbinet cannot be certain that its pricing programs will drive significant enough increases in volume to offset the price reduction and, therefore, Arbinet s aggregate fee revenues may decline due to these pricing programs.

Adverse conditions in the U.S. and international economies and the customers Arbinet serves have impacted Arbinet s results of operations, and may continue to adversely impact its results in the future.

The recent recession in the United States, turmoil in the U.S. financial markets, the economic slowdown and uncertainty over the breadth, depth and duration of the slowdown adversely impacted Arbinet s business in 2008 and 2009 and continue to pose challenges to results of operations. In particular, Arbinet experienced significant declines in trading volumes in 2008 and 2009. Future unfavorable general economic conditions in the U.S. or in one or more of Arbinet s other major markets could negatively affect the affordability of and demand for some of Arbinet s products and services. The business and operating results of communications service providers have been, and will continue to be, materially affected by worldwide economic conditions. In addition, adverse economic conditions may lead to an increased number of Arbinet s customers that are unable to pay for Arbinet s services. If these challenges continue for a significant period or there is significant further deterioration in the global economy, the demand for Arbinet s services will continue to be adversely impacted, and Arbinet s results of operations, financial position and cash flows could be materially and adversely affected.

Risks Related to Arbinet Regulatory Matters

Future governmental regulations may adversely affect the exchange business.

The communications services industry is highly regulated in the United States and in foreign countries. The exchange business may become subject to various United States, United Kingdom and other foreign laws, regulations, agency actions and court decisions. The FCC has jurisdiction over interstate and international communications in the United States, which includes Arbinet s carrier services business. The FCC

currently does not regulate the exchange services Arbinet offers. If, however, the FCC determined that it should regulate the exchange services and that certain of Arbinet s services or arrangements require Arbinet to obtain regulatory

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authorizations, the FCC could order Arbinet to make payments into certain funds supported by regulatory entities, require Arbinet to comply with reporting and other ongoing regulatory requirements and/or fine Arbinet. Arbinet s growth strategy may include activities that will subject Arbinet to additional regulation by the FCC. Arbinet is currently not regulated at the state level, but could be subjected to regulation by individual states as to services that they deem to be within their jurisdiction.

In addition, like many businesses that use the Internet to conduct business, Arbinet operates in an environment of tremendous uncertainty as to potential government regulation. Arbinet believes that it is not currently subject to direct regulation of the services that Arbinet offers other than its carrier services and regulations generally applicable to all businesses. However, governmental agencies have not yet been able to adapt all existing regulations to the Internet environment. Laws and regulations may be introduced and court decisions reached that affect the Internet or other web-based services, covering issues such as member pricing, member privacy, freedom of expression, access charges, content and quality of products and services, advertising, intellectual property rights and information security. In addition, because Arbinet offers its services internationally, foreign jurisdictions may claim that Arbinet is subject to their regulations. Any future regulation may have a negative impact on Arbinet s business by restricting its method of operation or imposing additional costs. Further, as a company that conducts a portion of its business over the Internet, it is unclear in which jurisdictions Arbinet is actually conducting business. Arbinet s failure to qualify to do business in a jurisdiction that requires it to do so could subject Arbinet to fines or penalties, and could result in Arbinet s inability to enforce contracts in that jurisdiction.

Changes in the regulatory framework under which Arbinet s carrier subsidiary operates could adversely affect its business prospects or results of operations.

Arbinet s carrier services subsidiary, Arbinet Carrier Services, Inc., or ACS, is subject to regulation by the FCC and other federal, state and local agencies, which may restrict Arbinet s ability to operate in or provide specified products or services. ACS is required to comply with various FCC reporting obligations and to contribute to Federal communications programs, such as the Universal Service Fund, when applicable. Failure to comply with these obligations may result in fines. The adoption of new laws or regulations or changes to the existing regulatory framework could adversely affect Arbinet s business plans. Further, compliance with the regulatory scheme will add expenses to Arbinet s operating costs. Arbinet expects that these concerns will be offset by improved product and service offerings, improved efficiencies and simplified customers experiences. A failure in this strategy may have a significant impact on Arbinet s operating results.

Risks Relating to Arbinet s Technology

System failures, human error and security breaches could cause Arbinet to lose members and expose Arbinet to liability.

The communications services providers that use Arbinet s services depend on Arbinet s ability to accurately track, rate, store and report the traffic and trades that are conducted on its platform. Software defects, system failures, natural disasters, human error and other factors could lead to inaccurate or lost information or the inability to access the exchange. From time to time, Arbinet has experienced temporary service interruptions. Arbinet s systems could be vulnerable to computer viruses, physical and electronic break-ins and third party security breaches. In a few instances, Arbinet manually input trading data, such as bid and ask prices, at the request of the members, which could give rise to human error and miscommunication of trading information and may result in disputes with the members. Any loss of information or the delivery of inaccurate information due to human error, miscommunication or otherwise or a breach or failure of Arbinet s security mechanisms that leads to unauthorized disclosure of sensitive information could lead to member dissatisfaction and possible claims against Arbinet for damages.

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Undetected defects in Arbinet s technology could adversely affect its operations.

Arbinet s technology is complex and is susceptible to errors, defects or performance problems, commonly called bugs. Although Arbinet regularly tests its software and systems extensively, Arbinet cannot ensure that its testing will detect every potential error, defect or performance problem. Any such error, defect or performance problem could have an adverse effect on Arbinet s operations. Users of Arbinet s services may be particularly sensitive to any defects, errors or performance problems in Arbinet s systems because a failure of Arbinet s systems to monitor transactions accurately could adversely affect their own operations.

If Arbinet does not adequately maintain the members and customers confidential information, Arbinet could be subject to legal liability and its reputation could be harmed.

Any breach of security relating to confidential information of the members or customers could result in legal liability to Arbinet and a reduction in use of the Exchange or cancellation of Arbinet s services, either of which could materially harm Arbinet s business. Arbinet s personnel often receive highly confidential information from buyers and sellers that is stored in Arbinet s files and on its systems. Similarly, Arbinet receives sensitive pricing information that has historically been maintained as a matter of confidence within buyer and seller organizations.

Arbinet currently has practices, policies and procedures in place to ensure the confidentiality of the members and customers information. However, Arbinet s practices, policies and procedures to protect against the risk of inadvertent disclosure or unintentional breaches of security might fail to adequately protect information that Arbinet is obligated to keep confidential. Arbinet may not be successful in adopting more effective systems for maintaining confidential information, so its exposure to the risk of disclosure of the confidential information of the members or customers may grow as Arbinet expands its business and increases the amount of information that it possessed. If Arbinet fails to adequately maintain the members or customers confidential information, some of them could end their business relationships with Arbinet and Arbinet could be subject to legal liability.

Arbinet may not be able to keep pace with rapid technological changes in the communications services industry.

The communications services industry is subject to constant and rapid technological changes. Arbinet cannot predict the effect of technological changes on its business. New services and technologies may be superior to Arbinet s services and technologies, or may render Arbinet s services and technologies obsolete.

To be successful, Arbinet must adapt to and keep pace with rapidly changing technologies by continually improving, expanding and developing new services and technologies to meet customer needs. Arbinet s success will depend, in part, on its ability to respond to technological advances, meet the evolving needs of members and customers and conform to emerging industry standards on a cost-effective and timely basis, if implemented. Arbinet will need to spend significant amounts of capital to enhance and expand its services to keep pace with changing technologies. Failure to do so may materially harm Arbinet s business.

Any failure of Arbinet s physical infrastructure could lead to significant costs and disruptions that could reduce its revenue and harm its business reputation and financial results.

Arbinet s business depends on providing customers with highly reliable service. Arbinet must protect its infrastructure and any colocated equipment of the members located in Arbinet s exchange delivery points, or EDPs. Arbinet s EDPs and the services Arbinet provides are subject to failure resulting from numerous factors, including:

human error;

physical or electronic security breaches;

fire, earthquake, flood and other natural disasters;

water damage;

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- power loss; and
- terrorism, sabotage and vandalism.

Problems at one or more of Arbinet s EDPs, whether or not within Arbinet s control, could result in service interruptions or significant equipment damage. Any loss of services, equipment damage or inability to terminate voice calls or supply Internet capacity could reduce the confidence of the members and customers and could consequently impair Arbinet s ability to obtain and retain members and customers, which would adversely affect both Arbinet s ability to generate revenues and its operating results.

Arbinet s business could be harmed by prolonged electrical power outages or shortages or general availability of electrical resources.

Arbinet s EDPs are susceptible to electrical power shortages, planned or unplanned power outages caused by these shortages, such as those that occurred in California during 2001 and in the Northeast in 2003, and limitations, especially internationally, of adequate power resources. Arbinet attempts to limit exposure to system downtime by housing its equipment in data centers, and using backup generators and power supplies. Power outages that last beyond Arbinet s backup and alternative power arrangements could significantly harm the members and customers and Arbinet s business.

Arbinet s inability to expand or enhance its systems may limit Arbinet s growth.

Arbinet seeks to generate a high volume of traffic and transactions on the Exchange. The satisfactory performance, reliability and availability of Arbinet s processing systems and network infrastructure are critical to Arbinet s reputation and its ability to attract and retain members and customers. Arbinet s revenues depend primarily on the number and the volume of member transactions that are successfully completed. Arbinet needs to expand and upgrades its technology, systems and network infrastructure both to meet increased traffic and to implement new features and functions. Arbinet may be unable to project accurately the rate or timing of increases, if any, in the use of its services or to expand and upgrade its systems and infrastructure to accommodate any increases in a timely fashion.

Arbinet uses internally custom-developed systems to process transactions executed on the Exchange, including billing and collections processing. Arbinet must continually improve these systems in order to accommodate the level of use of the Exchange. In addition, Arbinet may add new features and functionality to its services that may result in the need to develop or license additional technologies. Arbinet s inability to add additional software and hardware or to upgrade its technology, transaction processing systems or network infrastructure to accommodate increased traffic or transaction volume could have adverse consequences. These consequences include unanticipated system disruptions, slower response times, degradation in levels of member or customer support, impaired quality of the members or customers experiences of Arbinet s service and delays in reporting accurate financial information. Arbinet s failure to provide new features or functionality also could result in these consequences. Arbinet may be unable to upgrade effectively and expand its systems in a timely manner or to integrate smoothly any newly developed or purchased technologies with its existing systems. Current adverse economic conditions and tightening credit availability may impair Arbinet s ability to expand and enhance its systems. These difficulties could harm or limit Arbinet s ability to expand its business.

Arbinet s business is dependent on the development and maintenance of the Internet infrastructure.

The success of Arbinet s product and service offerings will depend largely on the development and maintenance of the Internet infrastructure. This includes maintenance of a reliable network backbone with the necessary speed, data capacity and security, as well as timely development of complementary products, for providing reliable Internet access and services. The Internet has experienced, and is likely to continue to experience, significant growth in the numbers of users and amount of traffic. If the Internet continues to

experience increased numbers of users, increased frequency of use or increased bandwidth requirements, the Internet infrastructure may be unable to support the demands placed on it. In addition, the performance of the Internet may be harmed by an increased number of users or bandwidth requirements or by viruses, worms and similar programs. The Internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure, and it could face outages and delays in the future. The public Internet is used significantly as the mechanism to interconnect many of Arbinet s customers and suppliers who are using VoIP technologies, and VoIP quality degrades rapidly with congestion or other quality issues in the Internet. Any such outages and delays could significantly reduce the level of Internet usage as well as the level of voice traffic and the processing of transactions on the exchange.

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CAUTIONARY STATEMENTS CONCERNING FORWARD-LOOKING STATEMENTS

This joint proxy statement/prospectus and the documents incorporated by reference herein include forward-looking statements about Primus, Arbinet and the combined company within the meaning of Section 27A of the Securities Act of 1933, as amended (which is referred to as the Securities Act in this joint proxy statement/prospectus), Section 21E of the Securities Exchange Act of 1934, as amended (which is referred to as the Exchange Act in this joint proxy statement/prospectus), and the Private Securities Litigation Reform Act of 1995, regarding the financial condition, results of operations, business strategies, operating efficiencies or synergies, cost savings, revenue enhancements, competitive positions, growth opportunities, plans and objectives of the management of Primus, Arbinet and the combined company following the merger, and statements regarding integration of the businesses of Primus and Arbinet and general economic conditions.

The events and circumstances referred to in forward-looking statements are subject to numerous risks and uncertainties. Although Primus and Arbinet believe that in making such statements their expectations are based on reasonable assumptions, the events and circumstances referred to may be influenced by factors that could cause actual outcomes and results to be materially different from those projected.

Except for their respective obligations to disclose material information under United States federal securities laws, neither Primus nor Arbinet undertakes any obligation to release publicly any revision to any forward-looking statement, to report events or circumstances after the date of this document or to report the occurrence of unanticipated events.

Statements that are predictive in nature, that depend upon or refer to future events or conditions, or that include words such as will, would, should, could, plans, projects, likely, expects, anticipates, intends, believes, estimates, thinks, may and similar expressio statements. The following important factors, in addition to those discussed under Risk Factors beginning on page 38 and elsewhere in this joint proxy statement/prospectus, could affect the future results of the telecommunications industry in general, and Primus after the merger in particular, and could cause those results to differ materially from those expressed in or implied by such forward-looking statements:

- the failure to obtain, delays in obtaining or adverse conditions contained in any required regulatory approvals for the merger;
- the failure of Arbinet stockholders to approve and adopt the merger agreement;
- the failure of Primus s stockholders to approve the issuance of shares of Primus common stock pursuant to the merger agreement or to approve the Primus Telecommunications Group, Incorporated Management Compensation Plan, as Amended;
- the ability to integrate successfully Arbinet s operations into the existing operations of Primus;
- the effects of increased expenses due to activities related to the merger;
- the risk that the growth opportunities and cost synergies (or other efficiencies) from the merger may not be fully realized or may take longer to realize than expected;
- disruption from the merger making it more difficult to maintain relationships with customers, employees or suppliers;
- the effects of greater than anticipated competition requiring new pricing, marketing strategies or new product or service offerings and the risk that the combined company will not respond on a timely or profitable basis;

the effects of ongoing changes in the regulation of the telecommunications industry as a result of federal and state legislation and regulation;

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- the ability to adjust successfully to changes in the telecommunications industry and to implement strategies for improving growth;
- adverse changes in the credit markets or in the ratings given to Primus s debt securities by nationally accredited ratings organizations, which could limit or restrict the availability, or increase the cost, of financing;
- the effects of changes in both general and local economic conditions on the markets served by Primus or Arbinet, which can affect demand for its products and services, customer purchasing decisions, collectability of revenues and required levels of capital expenditures;
- changes in accounting policies or practices adopted voluntarily or as required by generally accepted accounting principles or regulations;
- the ability to manage effectively the combined company s operations, operating expenses and capital expenditures and to repay, reduce or refinance outstanding debt;
- the effects of technological changes and competition on the combined company s capital expenditures and product and service offerings, including the lack of assurance that the improvements in the combined company s service offerings will be sufficient to meet or exceed the capabilities and quality of competing service providers;
- changes in income tax rates, tax laws, regulations or rulings, or federal or state tax assessments;
- the effects of any unfavorable outcome with respect to any of Primus s or Arbinet s business s current or future legal, governmental or regulatory proceedings, audits or disputes; and
- the possible impact of adverse changes in political or other external factors over which the combined company would have no control.

In addition, various important risks and uncertainties affecting each of Primus and Arbinet may cause the actual results of the combined company to differ materially from the results indicated by the forward-looking statements in this joint proxy statement/prospectus, including, without limitation:

- the financial condition, financing requirements, prospects and cash flow of Primus and Arbinet;
- expectations of future growth, creation of shareholder value, revenue, foreign revenue contributions and net income, as well as income from operations, margins, earnings per share, cash flow and cash sufficiency levels, working capital, network development, customer migration and related costs, spending on and success with growth products, including broadband Internet, VOIP, wireless, local, data and hosting services, traffic development, capital expenditures, selling, general and administrative expenses, income tax and withholding tax expense, fixed asset and goodwill impairment charges, service introductions, cash requirements and potential asset sales;

increased competitive pressures, declining usage patterns, and the combined company s growth products, bundled service offerings, the pace and cost of customer migration onto the combined company s networks, the effectiveness and profitability of the growth products;

financing, refinancing, debt extension, de-leveraging, restructuring, exchange or tender plans or initiatives and potential dilution of existing equity holders from such initiatives;

liquidity and debt service forecast;

fluctuations in the exchange rates of currencies, particularly of the United States dollar, or USD relative to foreign currencies of the countries where Primus and Arbinet conduct their foreign operations;

timing, extent and effectiveness of cost reduction initiatives and management s ability to moderate or control discretionary spending;

management s plans, goals, expectations, guidance, objectives, strategies, and timing for future operations, acquisitions, asset dispositions, product plans, performance and results;

management s assessment of market factors and competitive developments, including pricing actions and regulatory rulings;

ability to generate net cash proceeds from the disposition of selective assets without material impairment to profitability;

the effect of various buyers and sellers on the Exchange, or members, not trading on the Exchange or utilizing Arbinet s new and additional services;

the continued volatility in the volume and mix of trading activity on Arbinet s Exchange;

uncertain and long member enrollment cycle;

the failure to manage Arbinet s credit risk;

the failure to manage Arbinet s carrier services;

the effect of competition and pricing pressure;

Arbinet s investment in its management team and investments in its personnel;

disruption or uncertainty resulting from recent changes in Arbinet s senior management;

regulatory uncertainty;

system failures, human error and security breaches that could cause Arbinet to lose members and expose Arbinet to liability;

losses in efficiency due to cost cutting and restructuring initiatives;

decreased trading volumes due to Arbinet s efforts to increase call quality on the Exchange; and

the impact of economic conditions and volatility of financial markets on Arbinet, such as decreased availability of credit to Arbinet or members.

Neither Primus nor Arbinet undertake any obligation to update publicly any forward-looking statement, whether as a result of new information, future events or otherwise.

INFORMATION ABOUT PRIMUS AND MERGER SUB

Primus Telecommunications Group, Incorporated

Primus, a Delaware corporation incorporated in 1994, is an integrated facilities-based communications services provider offering a portfolio of international and domestic voice, wireless, Internet, VoIP, data, collocation, data center and outsourced managed services to customers located primarily in Australia, Canada, the United States and Brazil. Primus s largest and primary markets are Australia and Canada where the company has deployed significant network infrastructure. Primus targets customers with significant telecommunications needs, including small- and medium-sized enterprises, multinational corporations, residential customers, and other telecommunication carriers and resellers, and provides these customers with services over Primus s global, facilities-based network of IP soft switches, media-gateways, hosted IP/SIP platforms, broadband infrastructure, fiber capacity, and data centers located in Australia, Canada, the United States and Brazil. Leveraging this global network, Primus is one of the largest providers of international wholesale voice termination services to other telecommunications carriers and resellers.

Demand for Primus s growth services (data center, IP-based voice and broadband) is being driven, in part, by the globalization of the world s economies, the global trend toward telecommunications deregulation and the migration of communications traffic to the Internet. Primus also provides pre-paid and post-paid domestic and international long-distance voice, dial-up Internet and local services, and manages these businesses for cash flow generation that is reinvested in Primus, particularly in Primus s primary markets of Australia and Canada.

Primus s common stock is currently quoted on the OTC Bulletin Board under the symbol PMUG . In connection with the merger, Primus is to use its reasonable best efforts to have its common stock listed for trading on the NASDAQ.

Primus s principal executive offices are located at 7901 Jones Branch Drive, Suite 900, McLean, Virginia 22102, its telephone number is (703) 902-2800 and its web site is *www.primustel.com*.

For more information regarding Primus, see Incorporation of Certain Documents by Reference beginning on page 182 and Where You Can Find More Information beginning on page 183.

PTG Investments, Inc.

PTG Investments, Inc., which is sometimes referred to as Merger Sub, is a Delaware corporation and a wholly owned subsidiary of Primus. Merger Sub was formed solely for the purpose of entering into the merger agreement. Merger Sub has not carried on any activities to date, except for activities incidental to its formation and activities undertaken in connection with the merger.

Merger Sub s principal executive offices are located at 7901 Jones Branch Drive, Suite 900, McLean, Virginia 22102 and its telephone number is (703) 902-2800.

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INFORMATION ABOUT ARBINET

Overview

Arbinet is a leading provider of international voice, data and managed communications services for fixed, mobile and wholesale carriers. Arbinet offers these communication services through three primary voice product offerings, including a spot exchange, a wholesale product called Carrier Services and a PrivateExchange product, which allows customers to create virtual connections with other customers. Arbinet s primary data products leverage its unique routing capabilities to provide the requisite high quality for Internet data transmission.

Arbinet s first product offering is a comprehensive global electronic market, or the Exchange, for the trading, routing and settling of voice and data capacity. Buyers and sellers, or members, of the Exchange, consisting primarily of communications services providers seeking global reach, are indirectly connected to all other members where they buy and sell voice minutes and data capacity through Arbinet s centralized, efficient and liquid marketplace. Communications services providers that do not use the Exchange must individually negotiate and buy access to the networks of other communications services providers globally to send voice calls and data capacity outside of their networks. Arbinet believes that the Exchange marketplace streamlines this process and thereby provides a cost-effective and efficient alternative to negotiating individual, direct connections. Through the Exchange, Arbinet independently assesses the quality of this capacity and these routes and includes that information in the sell order. The key value proposition of the Exchange is its simple structure for members to connect traffic with other members on a cost effective basis.

Arbinet s second product offering is Carrier Services, which is a wholesale trading product based on the traditional model of buying and selling voice termination with standard carrier contracts, rate lock and multiple routing options. Arbinet places its Carrier Services trades on the Exchange. In 2009, Arbinet designed, developed and launched Carrier Services through its subsidiary, Arbinet Carrier Services, Inc., or ACS. The combination of operating Arbinet s Carrier Services business on the Exchange provides a unique opportunity in that Arbinet may originate or terminate traffic for un-serviced or underserved markets on the Exchange, thereby creating incremental supply and demand of traffic on the Exchange. Arbinet s Carrier Services customers not only benefit from this low cost solution for terminating traffic on a managed platform with access to routes posted from the Exchange s 1,100 plus members, but also have the option to place a greater emphasis on quality based routing, rather than simply price based routing. This is a part of Arbinet s ongoing strategy to broaden product and service offerings, and enhance quality and value for Arbinet s customers.

Arbinet s third product offering is PrivateExchange, which gives members access to multiple direct routes via a single interconnection with Arbinet. PrivateExchange enables retail service providers and carriers to create virtual interconnections and aggregate existing interconnections with corresponding carriers that have direct routes into their markets. The members negotiate rates and volumes between themselves using an online tool. Arbinet provides the services to route, bill and settle between the designated parties. On-line reporting and tools allow each member to manage its traffic flow. PrivateExchange enables two service providers to route traffic between each other by utilizing Arbinet s network. Provisioning charges and the time and expense of negotiating new contracts between those members are eliminated. Service providers can aggregate existing and new interconnects and benefit from increased network and port utilization.

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Through the Exchange, which is also utilized by Arbinet s Carrier Services customers, members and customers have access to communications capacity in most countries. As of September 30, 2010, Arbinet had 1,162 members who utilized its voice trading services, including the world s ten largest communications services providers. The following table illustrates the evolving mix of the minutes routed through Arbinet s platform:

			% Change			Interconnect	
		Minutes	from Prior	Wireline/Wireless Mix		Type	
Year Ended December 31,	Members	(In Billions)	Year	Wireline	Wireless	Traditional	VoIP
2007	990	14.4	14%	56%	44%	65%	35%
2008	1,146	13.2	(8)%	52%	48%	59%	41%
2009	1,170	10.3	(22)%	52%	48%	52%	48%
Nine months ended							
September 30,							
2010	1,162	9.5		51%	42%	35%	65%

Arbinet has evolved from providing only an electronic market for trading, routing and settling communications capacity via the Exchange to providing a variety of modes of buying and selling wholesale voice traffic and the provision of Internet Protocol (IP) services. Arbinet devotes a significant portion of its resources in both capital and personnel toward developing and implementing these additional services.

Industry Background

The Global Communications Services Industry

The global communications services industry for 2009 presents approximately $1.6 trillion in revenue and continues to grow and evolve, providing significant opportunities and creating competitive pressures for the participants in the industry. The industry has been experiencing significant evolutionary changes, including the proliferation of wireless and data products and services, increased voice and data volume, declining unit pricing and the emergence of new participants due to deregulation and low-cost technologies. The growth in competition and associated fragmentation along with declining unit pricing and an industry structure that is characterized by high fixed costs have resulted in increased pressure on the profitability of communications services providers. The increasing trend towards globalization has expanded opportunities for those with international reach and presence, particularly as companies seek to reduce the number of suppliers with which they are dealing.

Voice Industry

The voice industry is characterized by changes driven by deregulation in telecommunications markets around the world, an increase in and shift of minutes to wireless and Voice over Internet Protocol (VoIP) as an alternative to time-division multiplexing (TDM), the traditional wireline-based phone service technology. Over the past 20 years, international voice traffic has grown over 14% annually. In the late 1990s, competition among communications providers in much of the world contributed to sharp price declines of international termination costs and substantial increases in voice traffic volumes. However, the recent global recession exerted a significant downward pressure on international call volumes. Global voice traffic growth slowed from 14% in 2007 to 7% in 2008, along with a continuing shift from the traditional TDM traffic, which increased by only 6% in 2008, compared to a 16% increase in international VoIP traffic. This decline in the growth rate of traditional TDM traffic is attributed to three primary factors: (1) increasing mobile penetration, (2) VoIP incursion and other computer-to-computer calling, and (3) the diminished ability of price cuts to stimulate further additional demand. Current drivers of existing demand include:

Deregulation. According to a leading industry source for current and historical telephone traffic statistics, in 1995, nearly half of the world s international voice traffic was originated in the 15 countries that had opened their international long distance markets to competition. By 2008, 30 countries, accounting for 85% of the world s international traffic, had liberalized their regulation of international and domestic long-distance markets.

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Shift to Wireless. Consumer phone usage is shifting from fixed-line phones to wireless phones. According to the same industry source, mobile phones have significantly outnumbered fixed-line phones since 2002 and accounted for 77% of worldwide phone lines in 2008, compared with 59% in 2004.

VoIP. VoIP permits users to make voice calls over the Internet, or managed IP network. VoIP traffic may avoid the regular telephone network system based on switches, commonly referred to as a public switched telephone network (PSTN), completely, for example, when making a computer to computer call. Calls that originate as VoIP may also be terminated on the PSTN or vice versa. VoIP is used as a lower-cost alternative to provide call completion, or termination, to communication services providers. The lower cost of launching a telecommunications business with VoIP, coupled with deregulation in telecommunications markets, has contributed to fragmentation of communications services markets. VoIP is now being used as a way to provide local and long distance phone service to consumers and enterprises. Through aggressive marketing, cable companies and VoIP service providers are driving current consumer adoption of VoIP and are expected to capture a significant share of the overall voice market. According to the same industry source, annual international VoIP traffic has grown from less than 10 million minutes in 1997 to 92.7 billion minutes in 2008. Analysts estimate that VoIP origination and termination accounts for over 30% of all international telecommunications transit today.

Data Industry

The international data market is currently growing at over 40% per year driven by peer-to-peer networking, video content, broadband access and web browsing. Arbinet s current data offering includes an exchange for buying and selling Internet capacity and services to enhance IP transit quality and reduce network cost. Given the high growth and term-based contracts associated with data services, Arbinet believes the data business provides a more predictable and stable revenue stream.

Traditional Communications Services Industry Business Practices

Communications services providers must access other providers networks to exchange voice and data traffic. As the industry continues to fragment, establishing, managing and maintaining many direct interconnections have become cumbersome and expensive. Arbinet believes that voice and data communications services providers typically buy and sell capacity based on a labor-intensive and time-consuming contractual process that leads to costly installation, network management, sales, legal, billing and collection functions. Arbinet believes this traditional process can take several months from initial contact through the time of interconnection. In addition, the negotiated prices between the buyer and seller may become obsolete by the time the interconnection is ultimately established or as soon as market conditions change, which frequently happens in this industry. Further, this direct negotiation process burdens the parties with numerous interconnections that must be individually managed and maintained.

As a result of these issues, Arbinet believes the global communications services industry benefits from the Exchange, which provides a centralized, efficient platform for the trading, routing and settling of communications capacity for the members and Carrier Services customers in order to improve profitability and optimize network utilization.

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Products and Services

The Exchange

Arbinet has created a global solution, providing an automated and efficient communication hub to trade, route and settle voice and data communications. The exchange-based trading system permits buyers and sellers to transact business in a centralized, broad, liquid, open market, rather than on a one-to-one basis, and incorporates the following attributes:

Trade

Global Access. The Exchange provides members with access to capacity to nearly every country in the world.

Single Interconnection. Arbinet currently has exchange delivery points (EDPs) in New York, Miami, London, Frankfurt and Hong Kong. The members connect their networks to Arbinet s EDPs through a local network provider or over the Internet using VoIP. Through a single interconnection to one of Arbinet s EDPs, the members can seamlessly trade with and route to all other members on the Exchange. Typically, the interconnection does not require a member to purchase new equipment or incur material expenses or time.

Web-Based Platform. The members place orders through Arbinet s web-based trading platform.

Customized Ordering. The buyers on the Exchange can prioritize their orders by specifying the highest quality within their given price range, or the lowest price at their requested level of quality. Sellers can indicate specific features such as delivery of calling line identification (CLI).

Market Intelligence. Arbinet provides the members with daily reports that detail quality, price, volume and cost savings information by destination relating to their account and across Arbinet s entire Exchange.

Route

Patented Automated Order Matching. Using Arbinet s proprietary software and patented processes, the Exchange platform automatically creates a routing table that prioritizes member orders based on the quality and price parameters entered into Arbinet s web-based interface. This routing table is automatically queried by Arbinet s switches on a real-time, call by call basis.

Automated Delivery Process. When the buyer sends traffic to the Exchange, Arbinet s proprietary software automatically routes the traffic to the prioritized matched sellers.

Standardized Quality Control. Arbinet independently measures the quality of each seller s route and regularly updates that rating on its trading platform.

Fraud Control. Arbinet actively seeks to protect the members from fraud activity, and proactively tests and monitors sellers for false answer supervision and release code management.

Settle

Managed Settlement. Arbinet provides standardized invoices for all transactions on the Exchange to each seller and buyer for the relevant settlement period.

Netting. Arbinet nets the buying and selling of the members trading activities on the Exchange and issues one trading invoice to streamline the administration effort and optimize working capital.

Credit Risk Management. Arbinet manages the credit risk of the buyers on the Exchange through its arrangements with third party specialists. The third party relationships allow Arbinet to secure the

netting of the members buying and selling activities, prepayment programs, cash deposits and letters of credit. Every hour, Arbinet s CreditWatch system calculates a member s net trading balance against its credit line and automatically alerts the affected member and Arbinet personnel as the member approaches target thresholds of its credit line. Arbinet utilizes its CreditWatch system on a member-by-member basis. This enables Arbinet to monitor and proactively manage its credit exposure for voice services.

Services Offered Through the Exchange

Arbinet offers the following services:

Voice Exchange

Arbinet operates the world s largest electronic marketplace for communications trading. Arbinet s online trading platform enables 1,170 fixed and mobile service providers to buy, sell, deliver and settle over 10.3 billion minutes per year.

PrimeVoice^{SM}. PrimeVoice is Arbinet s most dynamic service, rematching orders and updating a seller s quality profile every four hours. PrimeVoice allows Arbinet s buyers and sellers to take full advantage of changes in quality and prices of voice traffic on the Exchange every four hours.

SelectVoice^{SM}. SelectVoice allows quality sensitive buyers to trade with the highest quality sellers. By requiring that the seller s quality remain constant over a four-day period, SelectVoice offers stable supply to Arbinet s buyers.

RapidClear^{SM}. RapidClear is an accelerated settlement service Arbinet offers for a fee, where sellers can elect to be paid in advance of Arbinet s standard settlement terms.

SoftSwitchAxcess^{SM}. Arbinet s SoftSwitchAxcess service allows communications services providers, including non-members, to outsource VoIP switching and control routing. It also provides carriers with a secure platform to safeguard their commercial relationships and company information, and manage routes and rates simply with an advanced online interface. Arbinet charges customers a per-minute fee for this service.

AssuredAxcess^{SM}. AssuredAxcess is a service that automatically routes a buyer s call directly to its destination. Buyers do not manage orders as they do in traditional exchanges. Calls are automatically distributed between selling members to achieve the highest possible performance and lowest cost targets. Rates are fixed for 15 or 30 days.

PrivateExchange^{SM}. PrivateExchange is an outsourced solution that allows communications services providers to manage their bilateral commercial agreements, including rate negotiations, while Arbinet manages routing, reporting, credit risk and settlement.

Carrier Services

Arbinet provides Carrier Services, which is a simple approach to the traditional model of buying and selling voice termination, with standard carrier contracts, rate lock and multiple routing options. Arbinet s Carrier Services enable a traditional carrier-to-carrier relationship between Arbinet, suppliers and customers. Arbinet offers varied classes of service for different customer segments, based upon customer s specific needs for price, quality and feature support. Arbinet service provides a routing solution for its retail, mobile, wholesale, or calling card customers.

By using Arbinet s Carrier Services, sellers can leverage Arbinet s network to sell their routes. With access to Arbinet s 1100+ interconnected members across the globe, suppliers can sell to Arbinet using their own codes

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and rate sheets, secure in the knowledge that they will receive payment against their destination codes, without the risk of inadvertent code mismatches. Suppliers can receive high volumes of traffic and take advantage of immediate margin and revenue opportunities without risk of credit default.

Services Offered through Arbinet s Carrier Services

Buying Arbinet s Carrier Services offering, customers may select from a variety of service classes of service and work with Arbinet s sales and trading specialists to fine-tune the price/quality mix.

Value^{SM}. Carrier Services Value provides wholesale carriers a low-cost solution for terminating traffic on a managed platform with access to more than 1100+ potential suppliers.

Quality^{SM}. Carrier Services Quality allows wholesale carriers the same potential as the Carrier Services Value, with a greater emphasis placed on quality-based routing, rather than price-based routing.

Premium^{SM}. Carrier Services Premium is the solution for retail-based fixed, VoIP and calling card operators. Fully managed, an emphasis is placed on qualifying and maintaining direct and transit direct termination. It has shorter interval for trouble resolution, fax guarantee and a limited number of CLI guaranteed destinations.

PremiumMobile^{SM}. Carrier Services Premium Mobile is Arbinet s premier quality solution for mobile operators. This service is built on the principle of terminating directly to the mobile network for assurance of roaming calls, and CLI delivery. Arbinet provides advanced, proactive, traffic monitoring and strict trouble resolution procedures, which meets the quality of service requirements.

Global Number Portability. Global Number Portability Query Services allow a carrier to query Arbinet s systems for information about the carrier currently serving an end customer in order to route and rate the call most efficiently.

Internet Exchange

Services Offered through Arbinet s Internet Exchange

Arbinet provides a leading marketplace for Internet Protocol (IP) transit and paid peering. More than 200 Internet service providers (ISPs) and IP application service providers (ASPs) buy, sell, deliver and settle IP transit and peering on the Exchange. A description of each of Arbinet s IP solutions is set forth below:

OptimizedIP^{SM}. Businesses currently buy Internet capacity on a best efforts basis. By automatically measuring and selecting the best performing Internet routes from each seller, OptimizedIP supports Arbinet s quality sensitive buyers that want to maximize the quality of their Internet traffic within their price requirements. Offered as an Exchange-based route control and optimization service, buyers of OptimizedIP establish a price limit for their Internet capacity on the Exchange, and Arbinet optimizes a buyer s traffic by dynamically routing traffic across all of the sellers that meet the buyer s price criteria using its proprietary and patent pending route optimization technology.

SelectIP^{SM}. Companies that sell Internet capacity do not deliver the same quality levels consistently to every destination. SelectIP allows members to trade route and settle traffic directed to a specific network on the Internet or autonomous system number (ASN). SelectIP allows the members to purchase on-net routes for specific ASNs at flexible terms, which simplifies IP paid peering arrangements.

PrimeIP^{SM}. Today, businesses purchase Internet capacity in a highly manual process involving requests for proposals. PrimeIP automates the buying and selling of Internet capacity, allowing the members to trade, route and settle standard Internet capacity through an automated system. PrimeIP allows the members to purchase Internet accesses from multiple leading ISPs via a single interconnect, which simplifies ISP supplier management.

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Colocation. Arbinet provides VoIP carriers and Internet service providers the option to expand their network presence by placing equipment in its facilities to take advantage of higher quality Internet access via close proximity. Arbinet s colocation customers gain access to IP backbones in a secured environment along with the option of using Arbinet s other Internet products, described above.

Fee Revenue from the Exchange

Arbinet s revenue models for its Carrier Services business and the Exchange business differ. Arbinet s Carrier Services customers simply pay the price offered for the services that are contracted for and provided, and Arbinet derives its profit from buying efficiently capacity from multiple suppliers. By contrast, Arbinet charges members of the Exchange fees based on a variety of factors, including their membership type, usage and volume commitments, subscriptions to additional services, and the value of the destinations they buy or sell. The members may pay the following fees:

Trading Fees. Minimum fees, payable monthly in advance, are based on the size of members connections to Arbinet s EDPs. These minimum fees provide these members with a fixed amount of trading volume at no additional charge. When a member trades above the allotted trading volume associated with its minimum fee, the member then generally pays an incremental per minute or per megabyte fee on all traffic above the usage minimum. Arbinet offers volume-based discounts on both the minimum capacity fees and per minute and per megabyte fees.

Price Improvement. A fee representing the spread between the buy rate fixed by a buyer and the ask price from a seller.

Credit Risk Management Fee. A fee for centralized invoicing, shorter settlement period and outsourced credit risk management services.

Membership Fee. A membership fee to join the Exchange.

Additional Service Fees. Fees for using additional value-added services. Currently, these fees include:

Inter-EDP. A fee for trading in multiple EDPs.

SelectRouting. A fee for traffic traded through Arbinet s SelectVoice services.

RapidClear. A fee to receive payment earlier than Arbinet s standard settlement terms.

Sales and Marketing

Arbinet markets and sells its products and services through its direct sales force. Arbinet seeks to expand the utilization of products and services by its current members through account managers who are dedicated to specific customer accounts. Arbinet s sales team has extensive sales experience with a broad range of communications and technology companies and is located throughout the United States, Europe, Asia, the Middle East and Latin America. Arbinet s sales process may involve a trial, where the members trade a small volume of traffic prior to trading larger volumes through the Exchange. Arbinet targets its voice services sales efforts at the telecommunications industry, and, in particular, the market for international wireline, wireless and VoIP minutes.

Arbinet s marketing efforts are designed to drive awareness of its service offerings and solutions. Arbinet s marketing activities include seminar programs, trade shows, web-site programs, public relations events, print advertising and direct mailings. Arbinet is also engaged in an on-going effort to maintain relationships with key communications industry analysts.

As a worldwide exchange of international communications traffic, Arbinet does a small amount of business with telecommunications carriers in Iran and Sudan. Arbinet believes its business dealings with the telecommunications carriers in Iran and Sudan are permitted transactions under the applicable United States

(U.S.) sanctions regimes administered by the U.S. Treasury Department s Office of Foreign Assets Control, or OFAC, which permits certain transactions related to the receipt and transmission of telecommunications involving those countries. To Arbinet s knowledge, Arbinet has no agreements with the governments of Iran and Sudan. Arbinet takes seriously its obligation to comply with all applicable laws and regulations, including OFAC sanctions programs, and has a comprehensive OFAC compliance program, including training for key employees and written policies and procedures.

Sales attributable to wholly owned subsidiaries in foreign countries are reported in Note 1 in the accompanying notes of the consolidated financial statements of Arbinet. See page F-27.

Technology

Arbinet s technology consists of a web-based interface through which the members and their agents place buy and sell orders and an automated, scalable, patented and integrated trading platform to match, route and settle the members trades. The software platform provides for the delivery of traded capacity and is proprietary to Arbinet. Arbinet has patented the process that matches buy and sell orders on the Exchange to affect the delivery of traded capacity. In 2009, Arbinet deployed the new Carrier Services system as an adjunct to the Exchange platform that provides a simple interface for its sales team to manage Carrier Services customers as well as automatically and dynamically build customized routing tables based on price and quality variables to meet each customer s needs. Arbinet integrates its state-of-the-art database, financial, and customer-care software, server hardware and communications switches, signaling devices and VoIP gateways acquired from leading manufacturers with Arbinet s proprietary trading platform to provide a full service solution handling trading, routing and settlement of voice and data services. Arbinet s technology consists of:

Customer Interface

The members and their agents access the Exchange through a web-based interface that allows them to place buy and sell orders that include quality and price parameters. Each member has its own dedicated, customizable trading environment that includes individualized traffic reports and online invoice access. Arbinet s member facing applications are run on state-of-the-art servers.

Automated Trading and Delivery Platform

Arbinet s system automatically matches buy and sell orders on its voice Exchange every four hours. Arbinet s trading platform automatically creates an individualized routing table that prioritizes member orders based on the quality and price parameters entered into Arbinet s web-based interface. This routing table is automatically downloaded into Arbinet s self-developed Service Control Point (SCP), which is queried on a call-by-call basis by Arbinet s switches in order to determine the correct routing for that individual call or session. As a result, when a buyer sends a voice call to the Exchange, Arbinet s systems can automatically determine which seller best meets the buyer s quality and price requirements and route that call to the appropriate seller. If the seller cannot terminate the voice call, Arbinet s systems automatically forward the call to the next seller that meets the buyer s quality and price requirements. If no seller is able to accept the buyer s traffic, Arbinet s systems automatically return the traffic to the buyer to try alternative service providers to complete the traffic.

Arbinet s systems automatically measure the seller s route quality based on traffic the seller has received through the Exchange and through Arbinet s Carrier Services. Arbinet s systems continually update the seller s route quality rating and this is used to match the buy and sell orders for the next four hour routing cycle. If the quality has declined below the buyer s requirements, the seller will be unmatched from that buyer. Arbinet s proprietary routing software automatically directs a buyer s traffic to the seller with the highest quality or lowest priced offer within the parameters selected by the buyer for the designated route.

Arbinet s systems automatically generate reports that summarize the total activity on Arbinet s network and the buy and sell activities for each member. These reports are useful to the members in determining the parameters within which they buy and sell minutes on the Exchange.

TDM Switches, VoIP Gateways and Intelligence

The members connect their networks to either Arbinet s TDM switches or Arbinet s VoIP gateways using private or public interconnections. Regardless of the method of interconnection, this platform enables Arbinet to route all traffic that is traded on the Exchange under the control of its highly specialized SCP intelligence that directs the routing of each individual call according to the buyer s requirements down to the level of individual telephone numbers, if required.

Standardized and Centralized Billing System

Arbinet uses its proprietary operating support system to manage its billing and settlement functions. Arbinet s switches generate traffic records that are automatically sent to its proprietary rating software that adds the economic parameters of each minute of capacity to the traffic detail record. The traffic detail record is then automatically sent to Arbinet s billing system, which generates invoices that are posted on Arbinet s web site, and notification is automatically emailed to the members.

Arbinet has patents covering both the technology and the process of routing voice and data services in a traded exchange environment. In the event of a spin-off of these patents and associated rights to Arbinet s stockholders, Arbinet must first grant Primus a royalty-free, worldwide assignable (on a non-exclusive basis) and perpetual license to such patents and associated rights.

Members, Customers and Suppliers

The members, customers and suppliers, consist primarily of communications services providers seeking to buy or sell communications capacity and include national, multinational and regional telecommunications carriers, wireless carriers, resellers and VoIP service providers. As of December 31, 2009, Arbinet had 1,170 members who subscribe to Arbinet s voice trading services on the Exchange, compared to 1,146 members as of December 31, 2008, representing approximately a 2% increase. The members include the world s ten largest international communications services providers. The members traded approximately 10.3 billion minutes in 2009 and approximately 13.2 billion minutes in 2008, representing a decrease of approximately 22%. No member in 2009 represented over 10% of Arbinet s fee revenue, and Arbinet s top ten members represented, in the aggregate, approximately 19% of Arbinet s fee revenues. As of December 31, 2009, Arbinet had 207 members trading data on the Exchange.

Competition

Arbinet believes that it currently does not have any significant direct competitors who offer communications services providers the ability to trade, route and settle capacity based on quality and price in a liquid marketplace similar to the Exchange. Although historically several companies attempted to provide similar exchange functionality to communications services providers, many of these companies have either ceased those operations, or have become resellers of voice calls and/or Internet capacity. Although Arbinet believes that its intellectual property presents a significant advantage in this business, new competitors may be able to create centralized trading solutions that replicate Arbinet s business model, especially in the VoIP space. Arbinet has patents covering both the technology and the process of routing voice and data services in a traded exchange environment. In the event of a spin-off of these patents and associated rights to Arbinet s stockholders, Arbinet must first grant Primus a royalty-free, worldwide assignable (on a non-exclusive basis) and perpetual license to such patents and associated rights.

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Arbinet s voice and data businesses and especially its Carrier Services business compete with the legacy processes through which communications services providers buy, sell, route and settle their communications traffic directly, without the use of an exchange. These processes include, but are not limited to, existing interconnection agreements and physical interconnections with other communications services providers and incumbent relationships. Many of these companies have longer operating histories, larger customer bases, greater brand recognition and significantly greater financial, marketing and other resources than Arbinet does and may have the ability to better attract and retain the same customers that Arbinet is targeting.

Government Regulation

Communications services are subject to varying levels of regulation at the Federal, State and local level. The FCC has jurisdiction over interstate and international communications. Services that are defined as telecommunications services are subject to the most stringent regulation, including general obligations to provide service at just and reasonable rates and practices, to not unreasonably discriminate, and they are subject to various reporting requirements and fee assessments. Information services, services that utilize computer processing and interaction with stored data, are largely deregulated. Arbinet believes that the Exchange business is an information service and thus not subject to regulation. Arbinet s new Carrier Services business, however, is subject to regulation and it has obtained authority from the FCC to provide international facilities-based and resale services.

Increasingly data and voice calls are transmitted using IP. The current regulatory treatment of IP services is complicated and unresolved. Internet backbone services that transmit information from web sites or VoIP services are largely unregulated, as are Internet access services such as cable modem or Digital Subscriber Line, or DSL. However, calls that begin on a traditional telephone network and end on a traditional telephone network but are transported over IP in between are regulated as telecommunications services. The FCC has not classified calls that are VoIP on one end and regular telephone calls on the other. The FCC has for several years been assessing the regulatory treatment of various IP services, including VoIP. Some states have asserted authority over intrastate VoIP calls, adding further uncertainty.

The FCC and the various state utility commissions also regulate how much local carriers can charge for originating or terminating calls over their local networks. These access charges can vary depending on whether the call is local, intrastate or interstate/international. There is also controversy about whether VoIP calls are subject to access charges. The FCC has been studying whether to reform the intercarrier compensation framework, including access charges, and may take action in the future that could decrease some of these charges. Closely tied to this issue is the question of which types of communications should be subject to universal service fee assessments. Today, USF contributions are assessed on revenue from calls between states or those between the United States and other countries. The FCC is also reassessing this program in ways that could result in additional types of communications providers being required to contribute.

The FCC has presented to Congress a National Broadband Plan for expanding the use and availability of broadband services. The plan recommends legal and regulatory actions that should be taken to increase the availability of high speed Internet connections nationwide, possibly increasing the need for Internet capacity. The plan also calls for new rules regarding universal service and intercarrier compensation.

Intellectual Property

Arbinet s success depends in part on its proprietary rights and technology. Arbinet relies on a combination of patent, copyright, trademark and trade secret laws, employee and third-party non-disclosure agreements and other methods to protect Arbinet s proprietary rights.

Arbinet has been issued 43 domestic and international patents, and has 16 further pending patent applications related, among other things, to a process that collects requests to purchase and offers to sell

telecommunications services, from buyers and sellers of such services, matches the offers and requests and delivers the traded telecom services between matched sellers and buyers. Under the terms of the merger agreement, Arbinet may, but is not required to, spin-off its patents and associated rights to its stockholders or sell such patents and patent rights to a third party for cash, referred to as an IP Sale, under certain conditions. For information regarding a potential spin-off or IP Sale by Arbinet of its patents and associated rights to its stockholders, see Terms of the Merger Agreement Potential Spin-off or Sale of Patents by Arbinet beginning on page 134.

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Legal Proceedings

From time to time, Arbinet is involved in legal proceedings in the ordinary course of its business. The litigation process is inherently uncertain, and Arbinet cannot guarantee that the outcome of any proceedings or lawsuits in which Arbinet may become involved will be favorable to Arbinet or that the resolution of such proceedings or lawsuits will not have a material adverse effect upon its business, results of operations or financial position. Arbinet does not currently believe there are any matters pending that will have a material adverse effect on its business, results of operations or financial position.

NNP Communications, LLC versus Arbinet-thexchange, Inc.

On June 10, 2009, Arbinet was notified that a demand for arbitration had been filed with the American Arbitration Association against Arbinet by NNP Communications, LLC (NNP), a former member of Arbinet s Exchange, seeking damages in the amount of $9.5 million for alleged claims for breach of contract, unjust enrichment, fraud, tortious interference with contract and unfair competition (the NNP Arbitration). NNP alleged that the Exchange was not operated in a neutral manner and that Arbinet wrongfully competed with its members. NNP also alleged that Arbinet wrongfully directed telecommunications traffic meant for NNP to companies owned, directly or indirectly, by Arbinet insiders or companies who pay monies to Arbinet insiders in exchange for telecommunications traffic. Arbinet filed a response in the NNP Arbitration on July 8, 2009, denying the allegations and asserting a counterclaim for breach of contract and negligent misrepresentation. Arbinet also filed a demand for arbitration with the American Arbitration Association against an affiliated entity of NNP, Savontel Communications, Inc. (Savontel), another former member of the Exchange, seeking damages in the amount of $0.5 million for breach of contract and recovery of unpaid invoices (the Savontel Arbitration). On December 18, 2009, the arbitrator in the Savontel Arbitration entered an interim award granting the full amount of Arbinet s claim of $0.5 million plus interest, administrative, and reasonable legal expenses, which became final on February 9, 2010 (the Savontel Award). On August 18, 2010, Arbinet entered into a Settlement Agreement with NNP pursuant to which the parties, without admitting liability, agreed to dismiss the NNP Arbitration and release each other from liability in exchange for Arbinet s agreement to pay $0.35 million in cash (the NNP Settlement Payment) and extinguish the Savontel Award. On August 18, 2010, Arbinet also entered into a Settlement Agreement with Savontel pursuant to which the parties, without admitting liability, agreed to dismiss the Savontel Arbitration and release each other from liability in exchange for the NNP Settlement Payment. In September 2010, Arbinet made the NNP Settlement Payment, extinguished the Savontel Award, and recorded the aggregate settlement cost of $0.9 million in other income (loss), net. The NNP Arbitration and the Savontel Arbitration have each been dismissed.

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Description of Property

Arbinet s headquarters is located at 460 Herndon Parkway, Suite 150, Herndon, Virginia, where Arbinet leases approximately 28,260 square feet of office space.

Arbinet s leased properties are as follows:

Location	Approximate Area (In Sq. Feet)	Use	Lease Expiration Date
Herndon, Virginia	28,260	Administrative Office & Operations Center	May 31, 2020
New Brunswick, New Jersey	11,500	60% subleased 40% vacant	April 30, 2013
New York, New York	22,896	EDP & Sales Office	July 31, 2015
London, United Kingdom	2,837	Sales Office	June 22, 2017

In addition, Arbinet leases circuit capacity from other communications services providers to support its EDPs in Miami, Florida; London, United Kingdom; Frankfurt, Germany; and Hong Kong. As part of Arbinet s agreements with these communications services providers, they provide Arbinet with its physical connection point in those markets.

Arbinet believes its existing facilities are adequate for its current needs and that suitable additional or alternative space will be available in the future on commercially reasonable terms as needed.

Employees

As of January 7, 2011, Arbinet had 106 employees, based primarily in the Unites States and Europe. None of Arbinet s employees are represented by a labor union. Arbinet has not experienced any work stoppages and considers its relations with its employees to be good.

For more information regarding Arbinet, see Where You Can Find More Information beginning on page 183.

ARBINET S MANAGEMENT S DISCUSSION AND ANALYSIS OF

FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Revenue

Arbinet generates revenues from the trading of voice and data traffic that members conduct on the Exchange and traffic from Arbinet s Carrier Services business that is conducted on the Exchange, which Arbinet refers to as trading revenues. Revenues also include the fees and other charges Arbinet derives from members for allowing them to trade on the Exchange, which Arbinet refers to as fee revenues. Arbinet s trading revenue represents the aggregate dollar value of the calls that are routed through Arbinet s voice and data exchange delivery points (EDPs) at the price agreed to by the buyer and seller of the capacity or between the customer and Arbinet for Carrier Services. Arbinet s system automatically records all traffic terminated through its EDPs. For example, if a 10-minute call is originated in France and routed through Arbinet s facilities to a destination in India for $0.11 per minute, Arbinet records $1.10 of trading revenue for the call. Certain members contract to buy minutes to specific markets at fixed rates. Arbinet may generate profit or incur losses associated with this trading activity and other transactions executed on the Exchange.

Costs and Expenses

Arbinet s cost of trading revenues consists of the cost of calls and data transmissions that are routed through its EDPs at the price agreed to by both the buyer and the seller of the capacity for Exchange traffic, or between the supplier and Arbinet for Carrier Services traffic. For example, in the France to India hypothetical call above, Arbinet would record cost of trading revenues equal to $1.10, an amount that Arbinet would pay to the seller. For its Carrier Services model, Arbinet would expect costs to be less than its revenues on that traffic to earn a margin, which is typically reflected in fee revenues.

Indirect cost of trading and fee revenues consists of costs related to supporting the operations of the Exchange and network, such as salaries, benefits, and related costs of engineering, technical support, product and software development, and system support personnel, as well as facilities and interconnect costs. It is impractical to break down such expenses between indirect cost of trading revenues and indirect cost of fee revenues.

Sales and marketing consists of salaries, benefits, commissions, and related costs of sales and marketing personnel, trade shows and other marketing activities.

General and administrative costs consist of salaries, benefits, and related costs of corporate, finance and administrative personnel, facilities costs, insurance, bad debt expense and outside service costs, such as legal and accounting fees.

Business Development

Arbinet continues to seek to increase its trading volume. Arbinet aims to achieve this by increasing participation on the Exchange from existing members, increasing membership on the Exchange, expanding its global presence, developing and marketing complementary services and leveraging Arbinet s Federal Communication Commission (FCC) license to expand the provision of wholesale Carrier Services. Arbinet currently has EDPs in New York, Los Angeles, Miami, London, Frankfurt and Hong Kong. Arbinet can initially establish an EDP in a new market without any additional capital by directly connecting the new EDP to one of Arbinet s existing EDPs through a leased network. For example, Arbinet s EDP in Frankfurt is connected with Arbinet s EDP in London. Once Arbinet has sufficient business in a new market, it may install a new switch for the EDP in that market for a cost of approximately $1.0 million. Arbinet plans to develop, market and expand services that are complementary to its existing offerings, including enhanced trading, credit and clearing services. Arbinet may not be successful in doing so due to many factors, including the business environment in which it operates and current adverse global economic conditions. For a further discussion of regulatory, technological and other changes relevant to Arbinet s business, see Information about Arbinet Industry Background beginning on page 60.

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Critical Accounting Policies and Estimates

Arbinet s management s discussion and analysis of its financial condition and results of operations is based on its condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these financial statements requires management to make estimates and judgments that affect the amounts reported for assets, liabilities, revenues, expenses and the disclosure of contingent liabilities. Arbinet s significant accounting policies are more fully described in Note 1 Business and Summary of Significant Accounting Policies to the consolidated financial statements of Arbinet on page F-27.

Critical accounting policies are those that Arbinet believes are both important to the portrayal of its financial condition and results of operations and often involve difficult, subjective or complex judgments, generally as a result of the need to make estimates about the effect of matters that are inherently uncertain. Management evaluates these estimates, including those related to revenue recognition and deferred revenue, stock-based compensation, allowance for doubtful accounts, income taxes, long-lived assets, and goodwill and other intangible assets, on an ongoing basis. The estimates are based on historical experience and on various assumptions about the ultimate outcome of future events. Actual results may differ from these estimates.

Arbinet believes the following critical accounting policies affect its more significant judgments and estimates used in the preparation of its consolidated financial statements:

Revenue Recognition and Deferred Revenue. Net revenue is derived from the provision of international voice, data and managed communications services for fixed, mobile and wholesale services. Arbinet operates an electronic market for trading, routing and settling voice and data capacity, as well as a traditional wholesale business. Arbinet recognizes trading revenues from minutes traded on the Exchange, and fee revenues from access fees, credit risk premium fees, colocation service fees, membership fees and other value-added service fees. Revenues from minutes traded represent the price per minute multiplied by the number of minutes purchased by buyers through the Exchange. Arbinet recognizes trading revenues on a gross basis, pursuant to the Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, or the Codification, guidance on revenue recognition, because Arbinet acts as a principal in the transactions and not in a broker or agent capacity. Additionally, Arbinet has the risks and rewards of ownership since it collects directly from the buyer and is solely responsible for payments to the seller. Arbinet bears the credit risk of the transactions and any potential default by the buyer does not absolve Arbinet from paying the seller. Revenues from access fees generally represent the amount Arbinet charges sellers and buyers based on their trading activity on the Exchange with other Members.

Net revenue is earned based on the number of minutes at a prescribed rate that travel through Arbinet s network, adjusted for service credits and service adjustments. Revenue for a period is calculated from information received through Arbinet s network switches. Arbinet designed customized software to track the information from the switch and analyze the call detail records against stored detailed information about revenue rates. This software provides Arbinet the ability to do a timely and accurate analysis of revenue earned in a period.

Net revenue is also earned on a fee basis for additional value-added services provided to Arbinet s customers, such as accelerated payment terms, in the period service is provided. Revenues from credit risk premium fees represent the amount charged Members based on each Member s gross selling activity on the Exchange for that period. Revenues from colocation service fees represent the amount charged Members in order for the Member-owned equipment to be placed in Arbinet s premises. Arbinet recognizes revenue for access fees, credit risk premium fees and colocation service fees as the service is provided. Fee revenues also include a monthly minimum fee based on the amount of capacity that Members have connected to Arbinet s switches and overage fees for the number of minutes or megabytes that are routed through Arbinet s switches in excess of amounts allowed under the monthly minimum, or collectively referred to as access fees, which comprised approximately 76% and 79% of

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fee revenues for the years ended December 31, 2009 and 2008, respectively. Additionally, deferred revenue is recorded for payments received in advance for volume minimums until such related services are provided, and membership fees are deferred and amortized over the average benefit period.

Share-Based Compensation. Arbinet measures the compensation cost of stock-based compensation at the grant date, based on the fair value of the award, including estimated forfeitures, and Arbinet recognizes that cost as an expense ratably over the associated employee service period, which generally is the vesting period of the equity award. Arbinet calculates the fair value of stock options using the Black-Scholes option pricing model. The Black-Scholes option pricing model requires Arbinet to make certain assumptions and estimates concerning its stock price volatility, the rate of return of risk-free investments, the expected term of the awards, and its anticipated dividends. In determining the amount of expense to be recorded, Arbinet also is required to exercise judgment to estimate forfeiture rates for awards, based on the probability that employees will complete the required service period. If actual forfeitures differ significantly from Arbinet s estimates, if any of Arbinet s estimates or assumptions prove incorrect, or if the likelihood of achievement of a performance condition changes, Arbinet s results could be materially affected.

Allowance for Doubtful Accounts. Arbinet maintains an allowance for doubtful accounts for estimated losses resulting from the failure of Members on Arbinet s Exchange to make required payments. The amount of Arbinet s allowance is based on Arbinet s historical experience, current economic trends, and an analysis of Arbinet s aged outstanding accounts receivable balances. If the financial condition of a Member deteriorates, resulting in additional risk in their ability to make payments to Arbinet, then additional allowances may be required which would result in an additional expense in the period that this determination is made. While credit losses have historically been within Arbinet s range of expectations and Arbinet s reserves, Arbinet cannot guarantee that it will continue to experience the same level of doubtful accounts that Arbinet has in the past.

Income Taxes. Arbinet has net deferred tax assets, reflecting net operating loss (NOL) carryforwards and other deductible differences, which may reduce Arbinet s taxable income in future years. These net deferred tax assets are offset by a valuation allowance resulting in no tax benefit being recognized related to these net deferred tax assets. Arbinet is required to periodically assess the realization of its deferred tax assets and changes in circumstances may require adjustments in future periods. The amount of net deferred tax assets actually realized could vary if there are differences in the timing or amount of future reversals of existing deferred tax liabilities or changes in the amounts of future taxable income. If it becomes more likely than not that Arbinet will recognize a future tax benefit from the deferred tax assets, Arbinet may need to reverse some or all of its valuation allowance. When evaluating the ability for Arbinet to record a net deferred tax asset, the Codification standards require Arbinet to consider all sources of taxable income as well as all available evidence to determine that it is more likely than not that Arbinet will be able to utilize this asset.

Arbinet is also required to address whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Arbinet may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that, on a cumulative basis, has a greater than fifty percent likelihood of being realized upon ultimate settlement. It provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures. Arbinet believes that it has identified all reasonably identifiable exposures and that the established reserves for such exposures are appropriate.

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Long-Lived Assets. Arbinet assesses the impairment of long-lived assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable, in accordance with the Codification on the impairment or disposal of long-lived assets. Factors Arbinet considers important which could trigger an impairment review include the following:

- significant underperformance relative to historical or projected future operating results;
- significant changes in the manner of or use of the acquired assets or the strategy for Arbinet s overall business; and
- significant industry, economic or competitive trends.

Goodwill and Other Intangible Assets. Arbinet follows the FASB guidance on goodwill and intangible assets, which require that purchased goodwill and certain indefinite-lived intangibles no longer be amortized. Instead, goodwill is tested for impairment as of October 1 of each year, or more frequently if impairment indicators arise, by applying a fair value approach. Additionally, Arbinet tests for impairment of its indefinite- and definite-lived intangible assets when indicators arise. In assessing the recoverability of Arbinet s goodwill and other intangibles, Arbinet must make assumptions regarding estimated future cash flows.

On June 11, 2010, Arbinet effected a 1-for-4 reverse split of its common stock. In addition, Arbinet decreased the number of authorized shares of its common stock from 60,000,000 to 15,000,000 shares. All share information related to periods prior to June 11, 2010 in the accompanying financial statements have been restated retroactively to reflect the reverse stock split.

Results of Operations

Comparison of Three Months Ended September 30, 2010 and 2009

Trading revenues and cost of trading revenues

Trading revenues increased 3.0% to $78.1 million for the three months ended September 30, 2010 from $75.9 million for the three months ended September 30, 2009. The increase in trading revenues was due to increased minutes bought and sold on the Exchange.

A total of 3.40 billion minutes were bought and sold on the Exchange for the three months ended September 30, 2010, an increase of 35.7% from the 2.51 billion minutes that were bought and sold on the Exchange for the three months ended September 30, 2009. There were 353.5 million completed calls in the three months ended September 30, 2010, representing a 26.2% increase from the 280.1 million completed calls for the three months ended September 30, 2009. Arbinet s concerted effort to increase traffic quality and the average call duration (ACD) of calls on the Exchange began in the third quarter of 2008 and was completed in the fourth quarter 2008. Arbinet continues to maintain the monitoring programs developed during that time period. This process contributed to a temporary decline in 2008 and 2009 in the number of minutes bought and sold on the Exchange. Arbinet believes that its decision in 2008 to streamline some of its routes has positively influenced its call quality in the short term and will improve overall business results in the long term, as evidenced by the increased number of minutes traded and calls completed in the three months ended September 30, 2010. In addition, ACD of calls on the Exchange increased to 4.8 minutes per call for the three months ended September 30, 2010 from 4.5 minutes per call for the three months ended September 30, 2009.

Arbinet s United Kingdom subsidiary accounted for approximately 61% and 28% of total trading revenues for the three months ended September 30, 2010 and 2009, respectively. Arbinet s Hong Kong subsidiary accounted for approximately 6% and 2% of total trading revenues for the three months ended September 30, 2010 and 2009, respectively.

As a result of the increase in trading revenues, there was a commensurate increase in the cost of trading revenues by 3.2% to $78.3 million for the three months ended September 30, 2010 from $75.8 million for the three months ended September 30, 2009.

Fee revenues

Fee revenues decreased 12.9% to $7.0 million for the three months ended September 30, 2010 from $8.1 million for the three months ended September 30, 2009. Fee revenues decreased to $0.0021 per minute for the three months ended September 30, 2010 from $0.0032 per minute for the three months ended September 30, 2009. Average fee revenue per minute decreased as a result of changes in the mix of both geographic markets and the trading activity of members on the Exchange. In addition, Arbinet experienced increased carrier services and other member credits, decreased sales of certain premium service offerings and decreases in usage minimums. Arbinet has provided and may continue to provide incentives to improve liquidity and expand options in the Exchange. Arbinet believes that these incentives, along with the results of its Carrier Services expansion and members continuing to achieve higher volume levels, may result in a continued decline in average fee revenue per minute.

Arbinet s United Kingdom subsidiary accounted for approximately 38% and 30% of total fee revenues for the three months ended September 30, 2010 and 2009, respectively. Arbinet s Hong Kong subsidiary accounted for approximately 4% and 2% of total fee revenues for the three months ended September 30, 2010 and 2009, respectively.

Indirect cost of trading and fee revenues

Indirect cost of trading and fee revenues includes charges for interconnection of Arbinet s various network components and costs to monitor, operate and maintain Arbinet s network and supporting systems. Indirect costs of trading and fee revenues decreased 22.2% to $3.4 million for the three months ended September 30, 2010 from $4.4 million for the three months ended September 30, 2009. Compensation related expenses decreased by $0.5 million for the three months ended September 30, 2010 mainly due to headcount reductions. Beginning in 2010, Arbinet stopped reporting bonus and rent expense in its network operations cost, reclassifying these corporate-driven expenses to general and administrative. The rent expense reclassified to general and administrative for the three months ended September 30, 2010 decreased this line item approximately $0.5 million due to the reclassification compared with the three months ended September 30, 2009.

Sales and marketing

Sales and marketing expenses decreased 24.1% to $1.5 million for the three months ended September 30, 2010 from $2.0 million for the three months ended September 30, 2009. This decrease was mainly due to lower compensation related expenses of $0.2 million, including decreased payroll and related payroll taxes. Certain employee expenses, which were classified in sales and marketing expenses in the previous periods, were recorded in general and administrative expenses to reflect redefinition of responsibilities.

General and administrative

General and administrative expenses increased 61.6% to $4.0 million for the three months ended September 30, 2010 from $2.5 million for the three months ended September 30, 2009. Compensation related expense increased by $0.3 million. Due to a redefinition of responsibilities, starting in 2010, certain employee expenses for the three months ended September 30, 2010, which were classified in sales and marketing expenses in the previous periods, were recorded in general and administrative expenses. Additionally, affecting compensation expense was the reclassification of $0.1 million of company-driven bonus expense to general and administrative. Bad debt expense increased by a net $0.8 million, related to an increase in reserves for a specific account as well as a net increase in reserves on accounts overdue by more than 60 days, following increased collections efforts on aged balances which resulted in minimal additional collections on the remaining accounts. Rent expenses increased by $0.5 million due to a reclassification of rent from indirect cost of trading and fee revenues, which was fully recorded in general and administrative expenses in the three months ended September 30, 2010. In addition, Arbinet recorded $0.4 million for professional fees primarily related to matters in arbitration and associated with strategic alternatives pursued by Arbinet. These increases were partially offset

by a $0.1 million decrease in software and hardware maintenance costs, which were recorded in indirect cost of trading and fee revenues starting in 2010.

Depreciation and amortization

Depreciation and amortization decreased 8.1% to $1.6 million for the three months ended September 30, 2010 from $1.8 million for the three months ended September 30, 2009. This decrease was primarily attributable to certain assets becoming fully depreciated.

Severance charges

In the three months ended September 30, 2010, Arbinet recorded $0.2 million of severance charges primarily related to a separation and release agreement entered into with a division chief who departed from Arbinet in the third quarter 2010.

Interest and other income (expense)

Interest income was $14,000 for the three months ended September 30, 2010 as compared with $20,000 for the three months ended September 30, 2009. Interest expense decreased to $0.1 million for the three months ended September 30, 2010 from $0.2 million for the three months ended September 30, 2009. Other income (loss), net, was a loss of $1.1 million for the three months ended September 30, 2010, primarily due to the $0.9 million settlement of the NNP Arbitration and the Savontel Arbitration and the $0.3 million impairment of a certain investment recorded in other assets. Other income (loss), net, which was income of $0.1 million for the three months ended September 30, 2009, principally reflected late fees charged to certain members.

Foreign currency transaction gain (loss)

The foreign currency transaction gain (loss) for the three months ended September 30, 2010 was an $18,000 gain as compared with a $0.7 million loss for the three months ended September 30, 2009. The foreign currency transaction gain is attributable to the impact of foreign currency exchange rate changes on intercompany debt balances intended for future settlement, and on receivables and payables denominated in a currency other than a subsidiary s functional currency. The amount of gain is related to the relative change in the foreign currency exchange rates. The reduction, partially in the second quarter 2010 and substantially in the third quarter 2010, in absolute terms of the gain (loss) is due to the second quarter 2010 recategorization of an intercompany balance between the United States and United Kingdom operating subsidiaries from a balance intended for future settlement to one that is long-term in nature.

(Benefit) provision for income taxes

Arbinet recorded a benefit for income taxes of $11,000 for the three months ended September 30, 2010 and a provision for income taxes of $0.1 million for the three months ended September 30, 2009. The (benefit) provision for income taxes in 2010 and 2009 are comprised of the statutory requirements for state taxes.

Comparison of Nine Months Ended September 30, 2010 and 2009

Trading revenues and cost of trading revenues

Trading revenues of $230.5 million for the nine months ended September 30, 2010 were essentially flat compared with $231.0 million for the nine months ended September 30, 2009. For the nine months ended September 30, 2010, the increase in volume of minutes was fully offset by a lower average trade rate for minutes bought and sold on the Exchange caused by market pressures on pricing and change in mix of traffic to lower priced markets.

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A total of 9.50 billion minutes were bought and sold on the Exchange for the nine months ended September 30, 2010, an increase of 22.3% from the 7.77 billion minutes that were bought and sold on the Exchange for the nine months ended September 30, 2009. There were 972.7 million completed calls in the nine months ended September 30, 2010, representing a 13.2% increase from the 859.5 million completed calls for the nine months ended September 30, 2009. Arbinet s concerted effort to increase traffic quality and ACD of calls on the Exchange began in the third quarter of 2008 and was completed in the fourth quarter 2008. Arbinet continues to maintain the monitoring programs developed during that time period. This process contributed to a temporary decline in 2008 and 2009 in the number of minutes bought and sold on the Exchange. Arbinet believes that its decision in 2008 to streamline some of its routes has positively influenced its call quality in the short term and will improve overall business results in the long term, as evidenced by the increased number of minutes traded and calls completed in the nine months ended September 30, 2010. In addition, ACD of calls on the Exchange continued to increase to 4.9 minutes per call for the nine months ended September 30, 2010 from 4.5 minutes per call for the nine months ended September 30, 2009.

Arbinet s United Kingdom subsidiary accounted for approximately 55% and 28% of total trading revenues for the nine months ended September 30, 2010 and 2009, respectively. Arbinet s Hong Kong subsidiary accounted for approximately 7% and 3% of total trading revenues for the nine months ended September 30, 2010 and 2009, respectively.

Cost of trading revenues of $230.6 million for the nine months ended September 30, 2010 was essentially flat compared with $231.2 million for the nine months ended September 30, 2009.

Fee revenues

Fee revenues decreased 9.8% to $23.5 million for the nine months ended September 30, 2010 from $26.0 million for the nine months ended September 30, 2009. Fee revenues decreased to $0.0025 per minute for the nine months ended September 30, 2010 from $0.0033 per minute for the nine months ended September 30, 2009. Average fee revenue per minute decreased as a result of changes in the mix of both geographic markets and the trading activity of members on the Exchange. In addition, Arbinet experienced increased carrier services and other member credits, decreased sales of certain premium service offerings and decreases in usage minimums. Arbinet has provided and may continue to provide incentives to improve liquidity and expand options in the Exchange. Arbinet believes that these incentives, along with the results of its Carrier Services expansion and members continuing to achieve higher volume levels, may result in a continued decline in average fee revenue per minute.

Arbinet s United Kingdom subsidiary accounted for approximately 33% and 27% of total fee revenues for the nine months ended September 30, 2010 and 2009, respectively. Arbinet s Hong Kong subsidiary accounted for approximately 4% and 2% of total fee revenues for the nine months ended September 30, 2010 and 2009, respectively.

Indirect cost of trading and fee revenues

Indirect cost of trading and fee revenues includes charges for interconnection of Arbinet s various network components and costs to monitor, operate and maintain Arbinet s network and supporting systems. Indirect costs of trading and fee revenues decreased 22.1% to $10.8 million for the nine months ended September 30, 2010 from $13.8 million for the nine months ended September 30, 2009. Compensation related expenses decreased by $1.5 million for the nine months ended September 30, 2010 mainly due to $0.2 million of bonus expense recorded in 2009 and headcount reductions, including a division chief in the first quarter 2010. Due to a redefinition of responsibilities in first quarter 2010, certain employee expenses of $0.5 million for the nine months ended September 30, 2010, which were classified in indirect cost of trading and fee revenues in the prior year, were recorded in general and administrative expenses or sales and marketing expenses. Beginning in 2010, Arbinet stopped reporting bonus and rent expense in its network operations cost, reclassifying these corporate-

driven expenses to general and administrative. The rent-related expense reclassified for the nine months ended September 30, 2010 decreased this line item approximately $1.8 million due to the reclassification compared to the nine months ended September 30, 2009.

Sales and marketing

Sales and marketing expenses decreased 4.8% to $5.4 million for the nine months ended September 30, 2010 from $5.7 million for the nine months ended September 30, 2009. Compensation-related expenses increased by $0.2 million for the nine months ended September 30, 2010, mainly due to commissions and related payroll taxes and increased expenses to improve global routing. Due to a redefinition of responsibilities in first quarter 2010, certain employee expenses of $0.3 million for the nine months ended September 30, 2010, which were classified in indirect cost of trading and fee revenues in the previous periods, were recorded in sales and marketing, partially offset by certain employee expenses of $0.1 million for the nine months ended September 30, 2010, which were classified in sales and marketing expenses in the prior year, were recorded in general and administrative expenses. Rent and utilities expenses decreased by $0.1 million due to the first quarter 2010 reclassification of rent-related expenses being reported in general and administrative expenses, as well as software and hardware maintenance costs being reported in indirect cost of trading and fee revenues. Cost-cutting measures resulted in decreases in travel expenses of $0.1 million and in marketing expenses of $0.1 million.

General and administrative

General and administrative expenses increased 58.5% to $11.9 million for the nine months ended September 30, 2010 from $7.5 million for the nine months ended September 30, 2009. The compensation related expenses increased by $1.0 million. Due to a redefinition of responsibilities in first quarter 2010, certain employee expenses of $0.4 million for the nine months ended September 30, 2010, which were classified in indirect cost of trading and fee revenues and sales and marketing expenses in the previous periods, were recorded in general and administrative expenses. Additionally, affecting compensation expense was the reclassification in the first quarter 2010 of company-driven bonus expense to general and administrative. Bad debt expense increased by a net $1.6 million, related to an increase in reserves for a specific account as well as a net increase in reserves on accounts overdue by more than 60 days, following increased collections efforts on aged balances which resulted in minimal additional collections on the remaining accounts. Rent and utilities expenses increased by $1.6 million due to a reclassification of rent, which was fully recorded in general and administrative expenses in the nine months ended September 30, 2010. Fees for credit underwriting were increased by $0.2 million in the nine months ended September 30, 2010 as compared with the nine months ended September 30, 2009. In addition, Arbinet recorded a cumulative total of $1.0 million in the nine months ended September 30, 2010 for the following: the final costs to relocate Arbinet s corporate headquarters from New Jersey to Virginia, expenses associated with the implementation of the 1-for-4 reverse stock split, legal expenses for matters in arbitration, and additional professional fees primarily associated with strategic alternatives pursued by Arbinet. These increases were partially offset by a $0.2 million decrease in professional fees and a $0.3 million decrease in software and hardware maintenance costs, which were recorded in indirect cost of trading and fee revenues starting in 2010.

Depreciation and amortization

Depreciation and amortization decreased 7.1% to $5.0 million for the nine months ended September 30, 2010 from $5.4 million for the nine months ended September 30, 2009. This decrease was primarily attributable to certain assets becoming fully depreciated.

Severance charges

In the nine months ended September 30, 2010, Arbinet recorded $1.4 million of severance charges primarily related to separation and transition services agreements entered into with its former general counsel and four division chiefs who departed from Arbinet during the nine months ended September 30, 2010.

Interest and other income (expense)

Interest income was $0.1 million for the nine months ended September 30, 2010 and 2009. Interest expense stayed flat at $0.5 million for the nine months ended September 30, 2010. Other income (loss), net, which was $0.9 million loss for the nine months ended September 30, 2010 compared to $0.2 million income for the nine months ended September 30, 2009. The 2010 loss was primarily due to the $0.9 million settlement of the NNP Arbitration and the Savontel Arbitration and a $0.3 million impairment of a certain investment.

Foreign currency transaction gain (loss)

The foreign currency transaction gain (loss) for the nine months ended September 30, 2010 was a $1.3 million loss as compared with a $2.1 million gain for the nine months ended September 30, 2009. The foreign currency transaction gain (loss) is attributable to the impact of foreign currency exchange rate changes on intercompany debt balances intended for future settlement, and on receivables and payables denominated in a currency other than a subsidiary s functional currency. The amount of gain (loss) is related to the relative change in the foreign currency exchange rates. The reduction, partially in the second quarter 2010 and substantially in the third quarter 2010, in absolute terms of the gain (loss) is due to the second quarter 2010 recategorization of an intercompany balance between the United States and United Kingdom operating subsidiaries from a balance intended for future settlement to one that is long-term in nature.

(Benefit) provision for income taxes

Arbinet recorded provisions for income taxes of $0.1 million and $0.2 million for the nine months ended September 30, 2010 and 2009, respectively. The provision for income taxes in 2010 included an offsetting $0.1 million, which was a portion of the refund of federal income taxes, most of which was recorded in 2009, due to a provision of the Worker, Homeownership and Business Assistance Act of 2009, which enabled Arbinet to receive a refund of prior years Federal alternative minimum taxes. The offsetting expense in 2010 and the provision for income taxes in 2009 primarily are comprised of the statutory requirements for state taxes.

Comparison of Fiscal Years Ended December 31, 2009 and 2008

Trading Revenues and Cost of Trading Revenues

Trading revenues decreased 26.9% to $305.8 million for the year ended December 31, 2009 from $418.5 million for the year ended December 31, 2008. The decrease in trading revenues was due to a decrease in the volume traded by the members and a lower average trade rate for minutes bought and sold on the Exchange. Specifically, the factors affecting trading revenues included:

A total of 10.25 billion minutes were bought and sold on the Exchange for the year ended December 31, 2009, a decrease of 22.2% from the 13.17 billion minutes that were bought and sold for the year ended December 31, 2008. There were 1.13 billion completed calls in the year ended December 31, 2009, representing a 33.5% decrease from the 1.70 billion completed calls for the year ended December 31, 2008. In the second half 2008, Arbinet began a concerted effort to increase traffic quality and the average call duration (ACD) of calls on the Exchange. These measures included eliminating and streamlining many of the routes offered. This process, which was completed in the fourth quarter 2008, contributed to a decline in the number of minutes bought and sold on the Exchange. In addition, the global economic recession has had a negative impact on certain of the members trading activity. Arbinet believes that its decision in 2008 to streamline some of its routes has positively influenced its call quality in the short term and will improve overall business results in the long term, as evidenced by the continued increase in the ACD to 4.5 minutes per call on the Exchange for the year ended December 31, 2009 from 3.9 minutes per call for the year ended December 31, 2008.

As a result of the decrease in trading revenues, cost of trading revenues decreased 27.0% to $305.7 million for the year ended December 31, 2009 from $418.9 million for the year ended December 31, 2008.

Fee Revenues

Fee revenues decreased 30.3% to $33.7 million for the year ended December 31, 2009 from $48.4 million for the year ended December 31, 2008. On a per minute basis, fee revenues decreased to $0.0033 for the year ended December 31, 2009 from $0.0037 for the year ended December 31, 2008. Average fee revenue per minute decreased as a result of changes in the mix of both geographic markets and the trading activity of members on the Exchange. In addition, Arbinet experienced decreased sales of certain premium service offerings, including decreased fees for providing accelerated payments to members. In the future, Arbinet may provide incentives to improve liquidity in the Exchange and that, along with the results of its Carrier Services expansion and members continuing to achieve higher volume levels, may lead to a decline in average fee revenue per minute.

Arbinet s United Kingdom subsidiary accounted for approximately 28% and 21% of total fee revenues and 46% and 42% of total trade revenues for the years ended December 31, 2009 and 2008, respectively. Arbinet s Hong Kong subsidiary accounted for approximately 3% and 3% of total fee revenues and 2% and 1% of total trade revenues for the years ended December 31, 2009 and 2008, respectively. No single member accounted for more than 10% of total revenues for the years ended December 31, 2009 and 2008.

Indirect Cost of Trading and Fee Revenues

Indirect costs of trading and fee revenues decreased 8.0% to $18.1 million for the year ended December 31, 2009 from $19.7 million for the year ended December 31, 2008. This decrease was due to $0.6 million of reduced compensation related expenses, mainly due to headcount reductions in 2008. In addition, $0.5 million of the decrease related to nonrecurring moving costs incurred in the first half 2008 for the relocation of Arbinet s London switch to a co-location facility. Arbinet also incurred lower rent and utilities expense of $0.6 million in connection with the London premises that were exited, and Arbinet renegotiated rent for the Herndon office. Arbinet also experienced a reduction in professional fees of $0.2 million. The decreases were offset by higher interconnection costs of $0.3 million.

Sales and Marketing

Sales and marketing expenses decreased 25.5% to $7.6 million for the year ended December 31, 2009 from $10.2 million for the year ended December 31, 2008. This decrease was mainly due to lower compensation related expenses of $2.6 million, including commissions.

General and Administrative

General and administrative expenses decreased 8.5% to $10.7 million for the year ended December 31, 2009 from $11.7 million for the year ended December 31, 2008. This decrease was primarily related to a reduction in professional fees of $1.5 million, a reduction in employee compensation related costs of $0.3 million, partially offset by $0.4 million in costs to relocate Arbinet s corporate headquarters from New Jersey to Virginia.

Depreciation and Amortization

Depreciation and amortization decreased 4.7% to $7.1 million for the year ended December 31, 2009 from $7.5 million for the year ended December 31, 2008. This decrease was primarily attributable to certain assets becoming fully depreciated.

Severance Charges

Severance charges decreased to $0.5 million for the year ended December 31, 2009 from $1.4 million for the year ended December 31, 2008.

In 2009, Arbinet recorded $0.3 million of severance charges related to a separation agreement entered into with its former Chief Financial Officer and $0.2 million of one-time employee termination benefits for certain employees of Arbinet receiving severance and/or retention agreements related to the closure of Arbinet s New Brunswick, New Jersey office.

In 2008, Arbinet recorded a severance charge of $1.4 million related to a departure and transition services agreement entered into with its former Chief Executive Officer, and a workforce reduction of certain employees in Arbinet s core voice and data business, including the termination without cause of Arbinet s Chief Operating Officer and Chief Marketing Officer.

Restructuring (Benefit) and Other Exit Costs

In December 2009, Arbinet exited its headquarters facility in New Brunswick, New Jersey and moved the corporate functions to an existing facility in Herndon, Virginia. Accordingly, Arbinet recognized a charge of $0.6 million representing the present value of the future lease obligations less estimated recoverable amounts remaining for the site.

Interest and Other Income (Expense)

Interest income decreased 88.9% to $0.1 million for the year ended December 31, 2009 from $0.9 million for the year ended December 31, 2008. This decrease was primarily due to lower average invested amounts of cash, cash equivalents and marketable securities in 2009 versus 2008, coupled with lower interest rates. Interest expense stayed flat at $0.6 million for the years ended December 31, 2009 and 2008. Other income, net, which was $0.3 million for the years ended December 31, 2009 and 2008, principally reflected late fees charged to the members.

Foreign Currency Transaction Gain (Loss)

The foreign currency transaction gain (loss) for the year ended December 31, 2009 increased $9.3 million to a $2.3 million gain from a $7.0 million loss for the year ended December 31, 2008. The foreign currency transaction gain is attributable to the impact of foreign currency exchange rate changes on intercompany debt balances and on receivables and payables denominated in a currency other than a subsidiary s functional currency.

(Benefit) Provision for Income Taxes

Arbinet recorded a benefit for income taxes of $39 thousand for the year ended December 31, 2009 and a provision for income taxes of $0.4 million for the year ended December 31, 2008. The benefit in 2009 included a $0.2 million refund of federal income taxes due to a provision of the Worker, Homeownership and Business Assistance Act of 2009 which enables Arbinet to receive a refund of prior years Federal alternative minimum taxes. The offsetting expense in 2009 and the provision for income taxes in 2008 primarily are comprised of the statutory requirements for state taxes.

Comparison of Fiscal Years Ended December 31, 2008 and 2007

Trading Revenues and Cost of Trading Revenues

Trading revenues decreased 13.5% to $418.5 million for the year ended December 31, 2008 from $483.9 million for the year ended December 31, 2007. The decrease in trading revenues was due to a decrease in overall minutes traded on the Exchange coupled with a decrease in the average trade rate per minute.

A total of 13.2 billion minutes were bought and sold on the Exchange in the year ended December 31, 2008, down 8.3% from the 14.4 billion minutes for the year ended December 31, 2007. This decrease was due to a reduction in both the number of calls completed on the Exchange and a decrease in the ACD of calls on the Exchange. In 2008, 1.70 billion calls were completed through the Exchange, down 8.6% from the 1.86 billion completed calls for the year ended December 31, 2007. The ACD of completed calls was 3.9 minutes per call in 2008. In the second half 2008, Arbinet began a concerted effort to increase traffic quality and the ACD of calls on the Exchange. These measures included

eliminating and streamlining many of the routes offered. This process, which was completed in the fourth quarter, resulted in a decline in the number of minutes bought and sold on the Exchange. Arbinet believes that the decision to streamline some of its routes will positively influence its business in the long term, as evidenced by a 25% increase in the ACD from 3.5 minutes per call in the second quarter of the year to 4.4 minutes per call in the fourth quarter 2008.

The average trade rate, which represents the average price per minute of completed calls on the Exchange, was $0.063 per minute for the year ended December 31, 2008, compared to $0.067 per minute in the year ended December 31, 2007. The lower average trade rate per minute was driven by the mix of markets and routes that were traded on the Exchange in their respective periods and an overall per minute price decline in the international voice business.

As a result of decreases in trading revenues, cost of trading revenues decreased 13.5% to $418.9 million for the year ended December 31, 2008 from $484.1 million for the year ended December 31, 2007.

Fee Revenues

Fee revenues decreased 3.4% to $48.4 million for the year ended December 31, 2008 from $50.1 million for the year ended December 31, 2007. Fee revenues decreased as a result of lower minutes bought and sold on the Exchange, as discussed above, partially offset by favorable pricing. Average fee revenue per minute was $0.0037 in the year ended December 31, 2008 compared to the $0.0035 in the year ended December 31, 2007. Average fee revenue per minute increased due to higher access fees and an increase in the sale of premium services such as RapidClear.

Indirect Cost of Trading and Fee Revenues

Indirect costs of trading and fee revenues decreased 3.3% to $19.7 million for the year ended December 31, 2008 from $20.4 million for the year ended December 31, 2007. This decrease was principally attributed to lower compensation related expenses of $1.3 million, a decrease in utilities of $0.3 million and a $0.3 million decrease in certain hardware and software maintenance expenses. These cost reductions were partially offset by $0.5 million of moving costs related to the relocation of Arbinet s London switch to a co-location facility, and higher interconnection costs of $0.6 million.

Sales and Marketing

Sales and marketing expenses increased 5.4% to $10.2 million for the year ended December 31, 2008 from $9.7 million for the year ended December 31, 2007. This increase was primarily the result of increased employee-related expenses of $0.6 million offset by lower professional fees of $0.2 million.

General and Administrative

General and administrative expenses decreased 13.5% to $11.7 million for the year ended December 31, 2008 from $13.5 million for the year ended December 31, 2007. This amount was primarily related to a decrease in professional fees of $2.1 million, and a decrease in insurance costs of $0.2 million. These decreases were partially offset by higher expenses related to certain hardware and software maintenance contracts and an increase in facilities expenses of $0.2 million.

Depreciation and Amortization

Depreciation and amortization decreased slightly from $7.6 million for the year ended December 31, 2007 to $7.5 million for the year ended December 31, 2008. The decrease was principally the result of certain assets becoming fully depreciated during 2008.

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Severance Charges

Arbinet recognized severance charges of $1.4 million and $1.3 million for the years ended December 31, 2008 and 2007, respectively. In 2008, this charge represents costs related to a departure and transition services agreement entered into with its former Chief Executive Officer, and a company-wide workforce reduction, including the termination without cause of Arbinet s Chief Operating Officer and Chief Marketing Officer. The 2007 severance expense represents charges related to a resignation agreement entered into with Arbinet s former Chief Executive Officer and a workforce reduction of certain employees.

Restructuring (Benefit) and Other Exit costs

During 2001 and 2002, Arbinet exited two leased facilities and established a reserve for the future lease obligations, net of estimated sub-lease income. In August 2007, Arbinet decommissioned certain fixed assets at 611 West 6th Street in Los Angeles and relocated its Los Angeles switch operations to one of the sites which had been exited in December 2002. As a result, Arbinet recognized a gain of $1.0 million representing the reversal of the remaining liability related to abandoned space placed back into service. In addition, Arbinet recognized a charge of $0.3 million representing the present value of future lease obligations remaining on the West 6th Street location. A net gain of $0.7 million, representing the impact of these two transactions, was reflected as a restructuring benefit in the accompanying statement of operations for the year ended December 31, 2007.

Impairment Charge

During 2006 and 2007, Arbinet decommissioned certain fixed assets located at its EDPs in New York City, Los Angeles and London, England. As of December 31, 2008, Arbinet sold a nominal amount of these assets. During the third quarter 2008, Arbinet recorded an impairment charge of approximately $0.5 million, to adjust the carrying value of the assets to their estimated fair market value. The carrying value of this equipment as of December 31, 2008 and December 31, 2007 is approximately $12 thousand and $0.5 million, respectively, and is included in prepaids and other current assets.

Arbinet performed its annual impairment testing at the beginning of the fourth quarter 2008, which indicated there was no impairment to Arbinet s goodwill and other intangible assets. However, business conditions worsened during the fourth quarter, and the decrease in Arbinet s stock price resulted in a reduction in Arbinet s market capitalization below Arbinet s book value. These factors caused Arbinet to perform additional impairment testing as of December 31, 2008. As a result of this additional testing, Arbinet determined that its goodwill and certain of its intangible assets were impaired. Accordingly, Arbinet recorded a $3.0 million non-cash impairment charge related to goodwill and other intangible assets in its voice and data business.

Provision for Litigation

During the year ended December 31, 2007, Arbinet recognized a charge of $1.9 million representing the settlement of certain litigation matters.

Interest and Other Income, Net

Interest income decreased 65.5% to $0.9 million for the year ended December 31, 2008 from $2.7 million for the year ended December 31, 2007. This decrease was primarily due to lower average invested amounts of cash, cash equivalents and marketable securities in 2008 versus 2007 combined with lower average interest rates. Interest expense decreased to $0.6 million for the year ended December 31, 2008 from $1.0 million for the year ended December 31, 2007. This decrease was principally due to lower fees paid by Arbinet under its third party credit arrangements, mainly attributable to a decrease in trading activity on the Exchange and reduced utilization of credit by the members. Other income, net decreased to $0.3 million for the year ended December 31, 2008 from $0.6 million for the year ended December 31, 2007. This principally reflects a $0.4 million decrease in late fees charged to the members.

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Foreign Currency Transaction Gain (Loss)

Arbinet recorded a foreign currency transaction loss of $7.0 million for the year ended December 31, 2008 compared to a foreign currency transaction gain of $0.1 million for the year ended December 31, 2007. The foreign currency translation gains (losses) represent the impact of currency fluctuations on United States denominated obligations of Arbinet s United Kingdom subsidiary.

Provision for Income Taxes

Arbinet recorded income tax provisions of approximately $0.4 million and $0.2 million for the years ended December 31, 2008 and 2007, respectively. The provisions in both periods primarily represent the statutory requirements for state taxes.

Discontinued Operations

Digital Media

To increase resources available for Arbinet s core businesses, in the first quarter 2008, Arbinet announced a decision to explore strategic alternatives for Broad Street Digital, a license management platform for intellectual property rights and digital content distribution. As a result of this decision, Arbinet recognized an impairment charge of approximately $2.3 million in the fourth quarter 2007, to write down the intangible and long lived assets, including $0.4 million of goodwill, of Broad Street Digital to their estimated fair value.

During the second quarter 2008, Arbinet ceased all activities related to the digital media market. As a result, the digital media segment has been presented as a discontinued operation in the accompanying financial statements for all periods presented.

On August 5, 2008, Arbinet entered into an agreement to sell substantially all of the assets of Broad Street Digital. In the second quarter 2008, Arbinet recorded a charge of $0.3 million, to adjust the carrying value of the Broad Street Digital assets to the estimated net proceeds from the transaction, which was completed on August 19, 2008. In connection with ceasing digital media activities, Arbinet entered into a separation and release agreement with the Chief Operating Officer of Arbinet Digital Media Corporation and terminated the remaining employees in this segment. Arbinet recognized a severance charge of $0.5 million in the third quarter 2008, which is reflected in loss from discontinued operations.

Bell Fax, Inc.

In October 1999, Arbinet ceased the operations of Bellfax. Bellfax was engaged in the sale and rental of telecommunication equipment and operating international routes. In the first quarter 2008, management determined that the remaining Bellfax liability of $0.2 million was no longer required. The amount was recorded as income from discontinued operations, net of income tax of $11 thousand, in the first quarter 2008.

Liquidity and Capital Resources

At September 30, 2010, Arbinet had cash and cash equivalents of $13.2 million and marketable securities of $5.2 million. Arbinet is party to a Non-Recourse Receivable Purchase Agreement with Silicon Valley Bank, or SVB, pursuant to which SVB agreed to buy from Arbinet, on a revolving basis, certain receivables of Arbinet not to exceed an aggregate of $10 million in outstanding receivables at any time, and a $25.0 million credit facility with SVB, which is collateralized by Arbinet s accounts receivable and general corporate assets. The level of borrowing is contingent upon the overall value of the collateral. In March 2010, Arbinet borrowed an additional $1.3 million under the credit facility, bringing the balance to $4.9 million outstanding. Offsetting this increase, net payment activity of $2.0 million reduced the Non-Recourse Receivable Purchase Agreement balance to $0 at September 30, 2010. During the nine months ended September 30, 2010, Arbinet invested approximately

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$3.3 million in capital expenditures related to enhancements to its trading platform and its Carrier Services product, including predominantly software development and some network equipment, which Arbinet funded primarily from cash on hand and cash generated through operations. Arbinet continues to invest cash prudently and evaluate opportunities to invest cash in operations by developing efficiencies for further operating expense savings as well as for future revenue growth, including but not limited to product development and enhancements, acquisitions and strategic alternatives.

Arbinet expects to meet its cash requirements for the next 12 months through a combination of cash flow from operations, and its currently available cash, cash equivalents and short-term investments. If Arbinet s cash requirements increase materially from those currently planned, or if Arbinet fails to generate sufficient cash flow from its business, Arbinet will require additional capital to fund its working capital and capital expenditures. In this case, Arbinet intends to draw down on its existing SVB credit facility, and/or seek additional financing in the credit or capital markets, although Arbinet may be unsuccessful in obtaining financing on acceptable terms, if at all. Arbinet s SVB credit facility was set to expire on November 26, 2010. However, Arbinet and SVB agreed to extend the facility maturity date to February 26, 2011 and to require Arbinet to maintain liquidity of at least $7.5 million.

Arbinet entered into a Non-Recourse Receivable Purchase Agreement with SVB on November 28, 2005, or the SVB Receivable Agreement, as amended on November 23, 2010, whereby SVB agreed to buy from Arbinet, on a revolving basis, all right, title to and interest in the payment of all sums owing or to be owed based on certain invoices from certain members, not to exceed an aggregate of $10 million in outstanding receivables at any time. Arbinet has determined that the SVB Receivable Agreement does not qualify for sale treatment pursuant to authoritative accounting guidance. Specifically, Arbinet does not believe the transfer of receivables to SVB meets the first condition for sale treatment, the requirement that the transferred assets are isolated from the transferor. Settlement of the transferred receivables is routinely made by members making payments on account rather than paying off specific invoices. In addition, since Arbinet nets the members buying and selling activity, certain invoices are settled via buying a member s activity on the Exchange. Remittances received from members in payment of receivables are commingled with Arbinet s assets and are not deemed to be put presumptively beyond the reach of the transferor and its creditors. Arbinet records the proceeds from the sale of receivables under the SVB Receivable Agreement as a liability until sums received from customers are remitted to SVB. This agreement was set to expire on November 26, 2010. However, Arbinet and SVB agreed to extend the agreement maturity date to February 26, 2011 and to require Arbinet to maintain liquidity of at least $7.5 million. The liability recorded under the SVB Receivable Agreement was $0 and $2.0 million at September 30, 2010 and December 31, 2009, respectively.

On November 4, 2008, the Arbinet board of directors authorized the repurchase of up to $5.0 million of Arbinet common stock from time to time in the open market, or the November 2008 Repurchase Plan. On November 21, 2008, the Arbinet board of directors authorized an amendment to the November 2008 Repurchase Plan. Under the amendment, stock repurchases will also be made from time to time through privately negotiated transactions in compliance with applicable laws and other legal requirements. The timing and number of shares repurchased will depend on a variety of factors including price, corporate and regulatory requirements, market conditions, and other corporate liquidity requirements and priorities. In the nine months ended September 30, 2010, Arbinet repurchased 2,502 shares of its common stock for $23,000. As of September 30, 2010, since the November 2008 Repurchase Plan s inception, Arbinet has repurchased 419,582 shares of its common stock for approximately $3.2 million. On November 10, 2010, the Arbinet board of directors terminated the November 2008 Repurchase Plan and determined that no additional repurchasing of Arbinet s common stock may be effected under the November 2008 Repurchase Plan as of the termination date.

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Changes in Cash Flows

The following table sets forth components of Arbinet s cash flows for the following periods:

	Nine Months Ended September 30,	
	2010	2009
	(in thousands)	
Net cash provided by operating activities continuing operations	$ 970	$ 3,655
Net cash used in operating activities for discontinued operations	$	$ (373)
Net cash used in investing activities continuing operations	$ (2,137)	$ (967)
Net cash used in financing activities	$ (749)	$ (605)

Cash Provided by (Used in) Operating Activities Continuing Operations and Discontinued Operations

Cash provided by operating activities continuing operations for the nine months ended September 30, 2010 of $1.0 million was comprised of a net loss of $13.9 million, partially offset by certain adjustments for non-cash charges including depreciation and amortization of $5.0 million, deferred financing cost amortization of $0.1 million, stock-based compensation of $1.1 million, an unrealized foreign currency transaction loss of $1.3 million, an impairment charge of $0.3 million, and a net change in operating assets and liabilities of $7.2 million. The change in operating assets and liabilities principally reflects a $5.8 million decrease in accounts receivable and a $3.5 million increase in accounts payable, partially offset by a $2.0 million decrease in deferred revenue, accrued expenses and other current liabilities and a $0.1 million decrease in deferred rent and other long-term liabilities.

Cash provided by operating activities continuing operations for the nine months ended September 30, 2009 of $3.7 million was comprised of a net loss of $5.2 million, certain adjustments for non-cash charges including depreciation and amortization of $5.4 million, stock-based compensation of $1.5 million, unrealized foreign currency exchange gain of $2.1 million and a net change in operating assets and liabilities of $4.0 million. The net change in operating assets and liabilities was primarily driven by a decline in trading volume on Arbinet s Exchange. Cash used in operating activities for discontinued operations was $0.4 million for the nine months ended September 30, 2009.

Cash Used in Investing Activities

Cash used in investing activities for the nine months ended September 30, 2010 was $2.1 million. Total capital expenditures for the nine months ended September 30, 2010 were $3.3 million related primarily to the costs of capitalized software and purchases of telecommunications switching equipment, partially offset by the net of total purchases of marketable securities of $6.9 million and total proceeds from sales and maturities of marketable securities of $8.1 million for the nine months ended September 30, 2010.

Cash used in investing activities for the nine months ended September 30, 2009 was $1.0 million related primarily to $2.6 million used for the purchase of capitalized software and telecommunications switching equipment, partially offset by the net of total purchases of marketable securities of $6.6 million and total proceeds from sales and maturities of marketable securities of $8.3 million for the nine months ended September 30, 2009.

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Cash Used in Financing Activities

Cash used in financing activities for the nine months ended September 30, 2010 was $0.7 million, primarily due to a $2.0 million payment to SVB under the Non-Recourse Receivable Purchase Agreement and $0.2 million utilized for the purchase of Arbinet s common shares in accordance with the November 2008 Repurchase Plan, partially offset by a $1.3 million increase in debt from SVB and $0.2 million received from stock option exercises.

Cash used in financing activities for the nine months ended September 30, 2009 was $0.6 million. It was primarily attributable to the purchase of treasury shares in accordance with stock repurchase plans approved by Arbinet s Board of Directors, partially offset by a $0.6 million increase in debt from SVB.

Off-Balance Sheet Arrangements

Arbinet does not currently have any off-balance sheet arrangements or relationships with unconsolidated entities or financial partnerships, such as entities often referred to as special purpose entities, which are typically established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Credit Risk Management

Arbinet manages the invoicing, credit risk and settlement of all traffic traded on the Exchange. Since Arbinet is obligated to pay the seller regardless of whether it ultimately collects from the buyer, Arbinet assumes the credit risk associated with all traffic traded on the Exchange. As part of managing the credit risk associated with buyers on the Exchange, Arbinet has an integrated credit risk management program under which the following arrangements assist in the mitigation of this credit risk:

Netting. Arbinet nets the members buying and selling activity. This enables Arbinet to extend credit to members up to the amount they have sold in a given period. The netting also reduces the working capital requirements for the members and for Arbinet. For the nine months ended September 30, 2010, 30% of Arbinet s trading revenues were offset by selling activity.

Credit Risk Assessment and Underwriting. Pursuant to the terms of Arbinet s Non-Recourse Receivable Purchase Agreement with SVB, SVB agreed to buy from Arbinet, on a revolving basis, all right, title to and interest in the payment of all sums owed or to be owing based on certain invoices from certain members on the Exchange, not to exceed an aggregate of $10 million in outstanding receivables at any time. The agreement with SVB was set to expire on November 26, 2010. However, Arbinet and SVB agreed to extend the agreement to February 26, 2011 and to require Arbinet to maintain liquidity of at least $7.5 million. In addition, effective June 1, 2010, after terminating Arbinet s credit risk assessment and credit underwriting services agreements with GMAC and Euler, Arbinet moved to a new credit insurance policy with a third party underwriter, which provides Arbinet customer default and insolvency protection.

Self Underwriting. Members can self-finance a credit line with Arbinet by prepaying, posting a cash deposit or letter of credit or by placing money in escrow.

CreditWatch System. Arbinet creates and monitors a credit line for each member on its CreditWatch system. This credit line is the sum of the outside provider credit lines, selling activity, other cash collateral and internal credit. Under Arbinet s CreditWatch system, Arbinet regularly monitors the member s net trading balances and sends email alerts to any member who surpasses 50%, 75% and 90% of its available credit limit, and Arbinet is able to automatically suspend a member s ability to buy if its net balance reaches its total credit line.

Frequent Settlement. Arbinet has two trading billing periods per month. Payments from buyers are generally due fifteen days after the end of each trading period. This frequent settlement reduces the

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amount outstanding from buyers. The frequent clearing of trading balances, together with the ability to net buy and sell transactions, allows the members to trade large dollar volumes while minimizing the outstanding balance that needs to be underwritten by additional sources of credit.

Arbinet occasionally issues internal credit lines to the members based on its review of certain factors including the member s financial statements, credit references and payment history with Arbinet. These internal credit lines may be in excess of the credit coverage provided by Arbinet s third party underwriters and may exceed other means of cash collateral. Arbinet evaluates the credit risk, on a case-by-case basis, of each member who is not covered by its third-party credit arrangements, its netting policy, prepayments or other cash collateral. Arbinet has adopted written procedures to determine authority levels for certain of its officers to grant internal credit lines. In the nine months ended September 30, 2010, approximately 84% of Arbinet s trading revenues were covered by its third party underwriters, netting, prepayments or other cash collateral, of which Arbinet s third party underwriters covered 39%. However, Arbinet s credit evaluations cannot fully determine whether buyers can or will pay Arbinet for capacity they purchase through the Exchange. In the event that the creditworthiness of Arbinet s buyers deteriorates, Arbinet s credit providers and Arbinet may elect not to extend credit and consequently it may forego potential revenues which could materially affect its results of operations.

On June 23, 2009, Arbinet issued a standby letter of credit through SVB with an approximate limit of $0.1 million on behalf of one of the members to guarantee payment obligations for a certain promotional and interim termination rate agreement. The letter of credit expired on March 31, 2010. No cash collateral was required.

Arbinet s agreement to provide credit risk assessment and credit underwriting services with Euler expired on May 31, 2010. Arbinet s agreement with GMAC was terminated effective April 1, 2010, which resulted in a reduction to the remaining minimum annual commission. Effective June 1, 2010, Arbinet moved to a new credit insurance policy with a third party underwriter, which provides Arbinet customer default and insolvency protection. Pursuant to the terms of Arbinet s agreements with this third party underwriter, Arbinet is required to pay minimum annual insurance premiums of $0.3 million. In addition, Arbinet s Non-Recourse Receivable Agreement was set to expire on November 26, 2010. However, Arbinet and SVB agreed to extend the agreement to February 26, 2011 and to require Arbinet to maintain liquidity of at least $7.5 million.

Summary Disclosure about Contractual Obligations

The following table summarizes Arbinet s contractual obligations as of September 30, 2010 (in thousands):

	Payments Due by Period				
	Total	**2010**	**2011 2013**	**2014 2016**	**2017 +**
Credit facility	$ 4,900	$ 4,900	$	$	$
Equipment financing	183		183		
Operating leases	19,774	760	5,927	5,742	7,345
Purchase obligations	960	45	915		
Total contractual obligations	$ 25,817	$ 5,705	$ 7,025	$ 5,742	$ 7,345

Recent Accounting Pronouncements

In July 2010, the FASB issued new accounting guidance on financing receivables and the allowance for credit losses, which requires more robust and disaggregated disclosures about the credit quality of an entity s financing receivables and its allowance for credit losses. This new guidance is effective for the first interim or annual reporting periods ending on or after December 15, 2010. While Arbinet is currently evaluating the effect this new guidance may have on its consolidated financial statements, Arbinet does not believe that it will have a material effect on its consolidated results of operations, cash flows or financial position upon adoption.

In May 2009, the FASB issued guidance on Arbinet s assessment of subsequent events. The guidance established principles and standards related to the accounting for and disclosure of events that occur after the balance sheet date but before the financial statements were issued. The May 2009 guidance required an entity to recognize, in the financial statements, subsequent events that provided additional information regarding conditions that existed at the balance sheet date. In February 2010, the FASB issued new guidance that removed the requirements in the May 2009 guidance to disclose the date through which subsequent events were evaluated. The new guidance was effective upon issuance. The implementation of this standard did not have a material impact on Arbinet s consolidated financial position and results of operations.

Quantitative and Qualitative Disclosures About Market Risk

Foreign Currency Exposure

The financial position and results of operations of Arbinet s United Kingdom subsidiary are measured using British Pounds Sterling (GBP) as the functional currency. The financial position and results of operations of Arbinet s United Kingdom subsidiary are reported in United States dollars (USD) and included in Arbinet s consolidated financial statements. Arbinet s exposure to foreign currency fluctuation is mitigated, in part, by the fact that Arbinet incurs certain operating costs in the same foreign currencies in which fee revenues are denominated. There were no trading revenues denominated in GBP. The foreign currency transaction gain (loss) is attributable to the impact of foreign currency exchange rate changes on intercompany debt balances and on receivable and payables denominated in a currency other than a subsidiary s functional currency. During the three months ended September 30, 2010, the USD weakened as compared to GBP. Correspondingly, and relative to the degree of change in the USD/GBP exchange rate, Arbinet s United Kingdom subsidiary would need to convert less GBP into the same amount of USD at the end of the period than at the beginning of the period to pay-off the intercompany balance, thereby incurring a transaction gain for the period. During the nine months ended September 30, 2010, the USD strengthened as compared to GBP. Correspondingly, and relative to the degree of change in the USD/GBP exchange rate, Arbinet s United Kingdom subsidiary would need to convert more GBP into the same amount of USD at the end of the period than at the beginning of the year to pay-off the intercompany balance, thereby incurring a transaction loss for the period. This gain (loss) was unrealized as no cash was exchanged for actual settlement of the intercompany balances.

Interest Rate Exposure

Arbinet is exposed to interest rate fluctuations. Arbinet invests its cash in short-term interest bearing securities. Although its investments are recorded as available for sale, Arbinet generally holds such investments to maturity. Arbinet s investments are stated at fair value, with net unrealized gains or losses on the securities recorded as accumulated other comprehensive income (loss) in shareholders equity. Net unrealized gains and losses were not material at September 30, 2010. The fair market value of Arbinet s marketable securities could be adversely impacted due to a rise in interest rates, but Arbinet does not believe such impact would be material. Securities with longer maturities are subject to a greater interest rate risk than those with shorter maturities, and at September 30, 2010, Arbinet s portfolio maturity was relatively short in duration. Assuming an average investment level in short-term interest bearing securities of $13.2 million, which is the balance of cash and cash equivalents at September 30, 2010, a one-percentage point decrease in the applicable interest rate would result in a $0.1 million decrease in interest income annually.

Under the terms of Arbinet s credit agreement with SVB, Arbinet s borrowings bear interest at the prime rate, subject to a minimum of 4.0%. Therefore, a one-percentage point increase in the prime rate would result in additional annualized interest expense of $10,000 assuming $1.0 million of borrowings. At September 30, 2010, Arbinet had $4.9 million of outstanding borrowings under this agreement.

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THE MERGER

Background of the Merger

Throughout Arbinet s operating history and, in particular, since its shares began trading publicly in 2005, Arbinet has regularly considered opportunities for business combinations, joint ventures and other strategic and commercial relationships involving third parties, including Primus, in pursuing Arbinet s strategies to enhance stockholder value. Similarly, Primus s board of directors and management continually review strategic options to improve Primus s assets and business operations. Despite Arbinet having explored potential strategic alternatives at length, including numerous meetings with potential strategic partners and investors, there has been little interest generated in Arbinet and its stock in recent years. From time to time, representatives of Arbinet and Primus have had discussions regarding possible business arrangements, including Arbinet s potential acquisition of Primus s wholesale business. Discussions regarding Arbinet s potential acquisition of Primus s wholesale business occurred intermittently during the period from December 2008 through May 2010.

On July 28, 2008, Arbinet and Primus executed a mutual confidentiality agreement in order to facilitate preliminary discussions between William Freeman, Arbinet s then-current Chairman, President and Chief Executive Officer, and Paul Singh, Primus s then-current Chairman, Chief Executive Officer and President, to explore the parties potential interests in a strategic business combination transaction. Limited discussions occurred between Messrs. Freeman and Singh until September 2, 2008, when Shawn O Donnell was appointed to succeed Mr. Freeman as President and Chief Executive Officer of Arbinet.

In mid-September 2008, Messrs. Singh and O Donnell held a conference call to discuss the possibility of a strategic relationship or transaction between Arbinet and Primus. On September 30, 2008, Messrs. O Donnell, Singh and Thomas Whinery, then-head of Primus s wholesale business, met at Primus s offices in McLean, Virginia to continue these discussions. While these discussions were general in nature, it was understood by the representatives of both companies that this exploratory work was intended to lead to a more strategic relationship between the two companies in the future.

In mid-October 2008, Mr. O Donnell and John B. Wynne, Jr., the then-current Chief Financial Officer of Arbinet, contacted representatives of The Bank Street Group LLC to discuss potential strategic transactions involving Arbinet as well as to begin discussing the terms under which Arbinet would engage Bank Street to represent Arbinet in any such transaction. Following this conversation, Bank Street presented a draft timeline and proposed process for selling Arbinet to a prospective financial or strategic partner.

During the meetings of Arbinet s board of directors held on August 6, October 2 and 8 and November 4 and 17, 2008, Arbinet s management provided updates regarding the many, various conversations, meetings and then-ongoing discussions with third parties that had expressed interest in Arbinet or that Arbinet had contacted directly or through Bank Street with respect to pursuing a possible strategic transaction with Arbinet. At each meeting, Arbinet s board of directors considered the results of the process and authorized Mr. O Donnell to actively continue generating and pursuing third-party expressions of interest in Arbinet.

In late October 2008, Arbinet and Bank Street discussed updating Bank Street s engagement letter, which was entered into in 2007 for Bank Street to act as Arbinet s financial advisor with respect to exploring strategic initiatives. At this time, Bank Street also began an informal process of soliciting interest from, and initiating discussions with, several potential strategic partners, including Primus, identified by Arbinet s board of directors, Arbinet s management and/or Bank Street as prospects that may be interested in a strategic business combination with Arbinet. Arbinet s board of directors believed it was in the best interest of Arbinet s stockholders to find an entity with a defined interest in a business combination with Arbinet before moving forward with a public sale of the company. These third parties included firms of various sizes and consisted of both public and private and domestic and foreign companies in the telecommunications industry. Where a potential partner indicated interest that merited more than preliminary discussions, Arbinet s management, after consulting with Arbinet s board of directors, typically engaged in discussions of greater substance with such party and, in some cases, conducted

limited due diligence after signing a mutual confidentiality agreement. In early November 2008, Arbinet terminated its informal process of soliciting interest from potential strategic partners in the wake of the September 2008 financial crisis.

During late November and early December 2008, Messrs. Singh and O Donnell held several discussions evaluating a potential acquisition by Arbinet of Primus s wholesale business, but decided to suspend further discussions in light of the failure to make progress on, and the substantial disagreement with respect to, the economic terms and the form and timing of the consideration for the transaction.

On February 18, 2009, during a regularly scheduled meeting of Arbinet s board of directors, after a presentation by Arbinet s management, Arbinet s board of directors directed Arbinet s management to explore potential strategic relationship opportunities with certain third parties and to update the board with any substantive developments.

On March 16, 2009, Primus filed a voluntary petition under Chapter 11 of the U.S. Bankruptcy Code for reorganization relief in the U.S. Bankruptcy Court for the District of Delaware. On March 23, 2009, Messrs. Singh and O Donnell held a conference call to discuss strategic options involving Primus and Arbinet, including a potential purchase by Arbinet of Primus s wholesale business and a potential merger of Primus and Arbinet. At that time, Primus and Arbinet agreed to execute a revised mutual confidentiality agreement, which among other things, extended the term of the July 28, 2008 confidentiality agreement until July 28, 2010. On March 31, 2009, Messrs. O Donnell and Singh held a meeting at Primus s offices to continue to discuss the merits of a potential strategic transaction, including the financial and operational benefits of an acquisition of Arbinet by Primus, as well as the expected timing of Primus s exit from bankruptcy and the impact of the bankruptcy petition on a potential strategic transaction. After conferring with Arbinet s board of directors and Bank Street in early April 2009 on a plan of action for an acquisition of Arbinet by Primus, Mr. O Donnell met with Mr. Singh on April 7, 2009, and both parties agreed to spend the next several weeks developing a financial model and completing a synergy analysis of a combined company. Primus s consensual plan of reorganization was confirmed by the bankruptcy court on June 12, 2009, and on July 1, 2009, Primus consummated its reorganization under the U.S. Bankruptcy Code and the plan became effective.

On April 22, 2009, management of both Arbinet and Primus met at Primus s offices to review the matters discussed at the April 7, 2009 meeting between Messrs. O Donnell and Singh. During the meeting, the parties exchanged financial information pertaining to the performance of their respective wholesale businesses and discussed a preliminary synergy analysis for a combined company. The parties continued to develop the synergy analysis and pro forma information for a combined company through late May 2009.

On May 6, 2009, during a regularly scheduled meeting of the board of directors, Mr. O Donnell reported that Arbinet s management was conducting preliminary discussions and analysis of strategic alternatives with various third parties. Arbinet s board of directors directed management to continue to pursue the discussions and provide updates with respect to any substantive developments.

On June 3, 2009, Messrs. O Donnell and Singh took part in a conference call to begin preliminary discussions on a valuation of Arbinet. At this time, the discussions were of a general nature and the parties advanced different concepts as to relative valuation. There were substantial differences in views as to relative valuation and structure. On June 17, 2009, Messrs. O Donnell and Singh agreed to continue the parties work on the synergy analysis to see if the valuation gap could be bridged. However, following completion of Primus s analysis five days later, Mr. Singh communicated to Mr. O Donnell a recommendation that the parties suspend their discussions for a few quarters to validate assumptions since no agreement could be reached on a valuation.

On June 16, 2009, during a regularly scheduled meeting of Arbinet s board of directors, Arbinet s management and board of directors discussed the status of Arbinet s various merger and acquisition activities.

The board discussed the timing, mechanics and procedural considerations for evaluating when a special committee should be constituted. The board directed Arbinet s management to update the board regularly so that the board could consider and act in a timely manner with respect to the constitution of a special committee.

From late July 2009 through mid-September 2009, Messrs. O Donnell and Singh had multiple conversations regarding potential strategic alternatives between Primus and Arbinet, including Arbinet s purchase of Primus s wholesale business (including Primus s European network assets), Primus s acquisition of Arbinet and the establishment of a joint venture whereby each party would contribute its wholesale business, but with Primus owning a majority interest in such joint venture.

On August 5, 2009, during a meeting of Arbinet s board of directors, Arbinet s management reviewed the status of Arbinet s efforts in pursuing strategic alternatives. In particular, Arbinet had been approached by a third party for which Arbinet had produced diligence materials and conducted various meetings. In addition, the board discussed Arbinet s negotiations with Primus. In light of the developments, the board directed Arbinet s management to proceed on parallel tracks with both parties, and continue to entertain incoming indications of interest, as well as identify and pursue other third parties for a strategic transaction.

On August 10, 2009, at a regularly scheduled meeting, Primus s board of directors discussed Primus s potential acquisition of Arbinet. After deliberation, the board directed Primus s management to continue discussions with Arbinet.

On August 11, 2009, Arbinet entered into an engagement letter with Bank Street, which updated Bank Street s 2007 engagement letter.

On August 26, 2009, during a meeting of Arbinet s board of directors, Arbinet s management updated the board with respect to Arbinet s negotiations with certain of the third parties that had indicated an interest in exploring a strategic transaction with Arbinet. Following the board s deliberations, the board directed Arbinet s management to continue its negotiations with these third parties and apprise the board of any developments.

On September 2, 2009, Arbinet s board of directors met to discuss Arbinet s pursuit of potential strategic transactions with Primus. Arbinet s management, with assistance from Bank Street, presented to the board the reasons, costs and benefits for pursing various transactions with Primus. The presentation focused on potential synergies in a combined company, Primus s debt position and a pro forma analysis of a combined company. The board probed the material presented and after analyzing Arbinet s options, directed Arbinet s management to continue to pursue the three primary alternatives, including a potential purchase of Primus s wholesale business (including Primus s European network assets), Primus s acquisition of Arbinet and the establishment of a joint venture whereby each party would contribute its wholesale business.

On September 21, 2009, during a meeting of Arbinet s board of directors, Arbinet s management updated the board with respect to its negotiations with Primus and another third party. The board directed Arbinet s management to continue parallel-track negotiations.

On October 8, 2009, Primus s board of directors received a letter from Arbinet, which reiterated Arbinet s interest in pursuing a combination with Primus, highlighting synergies to be gained with respect to metrics such as network costs, sales, general and administrative expenses, or SG&A, overhead, information technology infrastructure and revenue, and ultimately suggesting that Primus and Arbinet and their respective financial advisors commence mutual due diligence efforts with respect to the two companies.

On October 16, 2009, Primus s board of directors held a meeting during which the directors discussed the Arbinet proposal, which included a presentation assessing a potential combination with Arbinet. After deliberation, the board directed Primus s management to continue discussions with Arbinet.

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On October 22, 2009, Messrs. O Donnell, Singh and Thomas Kloster, Primus s then-current Chief Financial Officer, attended a lunch meeting to discuss Primus potentially acquiring Arbinet. At the conclusion of the meeting, the parties agreed to conduct further due diligence on cost structures and SG&A synergies and continue their discussions.

On December 17, 2009, during a meeting of Arbinet s board of directors, Bank Street reviewed the status of Arbinet s process to identify strategic alternatives. The board and Arbinet s management discussed the three primary criteria being used to prioritize transactions, including whether the potential transaction (a) adds scale to Arbinet s international long distance business, (b) broadens Arbinet s product or services offerings through the acquisition of distressed companies or those requiring growth capital, and (c) is financially accretive. The board suggested that Arbinet s management focus on refining and potentially broadening the criteria to increase the universe of third parties being considered in the process.

From December 2009 through early February 2010, Messrs. O Donnell, Singh and Kloster continued to have various discussions regarding a potential acquisition of Arbinet by Primus, particularly in light of the view that Arbinet did not have sufficient cash resources to buy Primus s wholesale business. These discussions included a review of Arbinet s operating results, cost structure and possible synergies resulting from a combination of the two companies. Also during this time, Arbinet s management met regularly with Bank Street regarding various strategic alternatives for Arbinet and Bank Street continued to solicit and consider third-party proposals and indications of interest with respect to the possibility of entering into a strategic transaction with Arbinet.

On February 9, 2010, Primus s board of directors received a non-binding letter of interest, dated February 8, 2010, from Arbinet regarding Arbinet s interest in purchasing Primus s wholesale voice business for $10 million to $12 million. In the same letter, Arbinet made reference to the potential benefits of a more comprehensive combination of the two companies and the potential synergies arising from such a combination.

On February 9, 2010, at a regularly scheduled meeting of Primus s board of directors, Mr. Singh provided an update on a potential transaction between Primus and Arbinet. Primus s board of directors also discussed other strategic options for Primus s wholesale business. After deliberation, the board directed Primus s management to continue discussions with Arbinet.

On February 18, 2010, Arbinet s board of directors held a meeting during which Arbinet s management reported on Arbinet s strategic initiatives and acquisition opportunities, including the criteria being used to evaluate those opportunities. These criteria focused on (a) adding scale to Arbinet s international long distance business, (b) broadening Arbinet s product or services offerings through the acquisition of distressed companies or those requiring growth capital, (c) transforming Arbinet through investments in both pre-emerging and pre-existing companies in the mobile data space and adjacent telecommunications space, and (d) selling Arbinet to a strategic buyer. Following this report, the board instructed Arbinet s management to increase Arbinet s efforts in pursuing strategic alternatives.

On April 1, 2010, Messrs. O Donnell and Singh had a lunch meeting to continue discussions concerning Arbinet s interest in acquiring Primus s wholesale business and, alternatively, a potential acquisition of Arbinet by Primus.

On April 5, 2010, during a meeting of Arbinet s board of directors, the board reviewed Arbinet s merger and acquisition efforts, including the status of discussions with a number of prospects, the anticipated timing of next steps in the process with respect to each of these prospects and the role of Bank Street in these efforts. In light of the updates, the board authorized Arbinet s management to continue pursuing strategic alternatives for Arbinet and to report to the board with any substantive updates.

On April 9, 2010, Messrs. O Donnell, Jose A. Cecin, Jr. and Robert M. Pons, members of Arbinet s board of directors, met with two of Arbinet s significant stockholders to solicit their perspectives regarding the strategic

direction of Arbinet. The discussions were high-level and focused on the costs and benefits of acquiring companies to diversify revenue or gain scale, shrinking the business to maximize cash at the expense of future revenue, and selling the entire business.

On April 28, 2010, representatives of UBS Securities LLC attended a meeting of Primus s board of directors to discuss several potential strategic options, including a potential acquisition of Arbinet by Primus.

In May 2010, the frequency of the communications between various members of Arbinet s management and various members of Primus s management increased substantially. On May 4, 2010, Messrs. O Donnell, Singh, Kloster and Gary G. Brandt, Arbinet s Chief Financial Officer, met at Primus s offices to continue discussing a potential acquisition of Primus s wholesale business by Arbinet, or, alternatively, a potential acquisition of Arbinet by Primus.

On May 6, 2010, during a meeting of Arbinet s board of directors, the board once again reviewed the status of Arbinet s strategic initiatives and acquisition opportunities, including the criteria being used to evaluate these opportunities. After considering the opportunities, the board authorized Arbinet s management to pursue them and report back to the board with any substantive updates. Also in mid-May 2010, Mr. O Donnell began engaging various members of Arbinet s board of directors individually to discuss potential strategic transactions between Arbinet and Primus, in particular, including discussions around the valuation of Primus s wholesale business and the potential financial benefits of Primus acquiring Arbinet.

On May 11, 2010, at a regularly scheduled meeting, Primus s board of directors again discussed a potential acquisition of Arbinet by Primus. After deliberation, the board directed Primus s management to continue discussions with Arbinet.

On May 12, 2010, John Spirtos, an independent member of Primus s board of directors, and Mr. O Donnell discussed a potential acquisition of Arbinet by Primus.

On May 17, 2010, during a meeting of Arbinet s board of directors, the board reviewed the status of Arbinet s discussions with a number of potential strategic partners.

On May 18 and 27 and June 8, 2010, various members of the senior management of both Primus and Arbinet met and engaged in numerous conversations with respect to the potential acquisition of Arbinet by Primus, including a review of a high-level SG&A analysis developed by Primus with respect to potential synergies to be realized upon a combination of the two companies, pro forma financial analyses for a proposed acquisition of Arbinet and assumptions used in the pro forma analyses, the general progress of due diligence discussions and the work effort in moving forward with such a proposed acquisition.

On June 8, 2010, Primus and Arbinet entered into an updated confidentiality agreement, which extended the term of the parties July 28, 2008 confidentiality agreement, as amended.

On June 11, 2010, Arbinet received a non-binding expression of interest from a third party for an all-stock merger transaction that attributed approximately $28.5 million in enterprise value to Arbinet. Arbinet s board of directors was advised of this expression of interest, and it was determined that Arbinet s management and Bank Street would give a presentation to Arbinet s board of directors on the relative merits of the expression of interest at the meeting of Arbinet s board of directors scheduled for June 24, 2010.

On June 24, 2010, during a meeting of Arbinet s board of directors, members of Arbinet s management and representatives of Arbinet s outside legal and financial advisors briefed the board on the latest developments with respect to Arbinet s strategic initiatives and acquisition opportunities. At this meeting, Bank Street presented its preliminary analysis of three potential strategic transactions, including a potential business combination transaction with Primus. A representative of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Arbinet s

outside counsel, reviewed the directors fiduciary duties and the standards of judicial review applicable in the context of a strategic transaction. Even though a majority of Arbinet s directors were independent, the board discussed the advisability of forming a special committee comprised of independent directors to assist Arbinet s board of directors in evaluating and negotiating a potential strategic transaction involving Arbinet. The Mintz Levin representative also outlined the process a special committee would follow in exercising its delegated authority and the roles and responsibilities of Arbinet s board of directors, the special committee, and Arbinet s management team in the process going forward. Following these discussions, Arbinet s board of directors appointed a special committee of the board, comprised of Randall Kaplan, Robert M. Pons and David C. Reymann (Chair), to explore a broad range of strategic alternatives to enhance Arbinet stockholder value, including, but not limited to, a sale of Arbinet or an acquisition of another company s operations, and to recommend to the Arbinet board of directors the advisability of any such strategic alternative and which, if any, was in the best interests of Arbinet s stockholders. In addition, with the special committee constituted, the board authorized Arbinet s management to accelerate Arbinet s pursuit of strategic alternatives. Specifically with respect to the written expression of interest that Arbinet received on June 11, 2010, Arbinet s board of directors determined, in view of the presentations given by Bank Street and Arbinet s management, that the expression of interest was not acceptable due, among other things, to its unfavorable terms, the lack of synergies between the respective parties businesses, and the uncertainty surrounding the ability of the third party to consummate the proposed transaction.

On July 1, 2010, Messrs. O Donnell and Singh met to discuss the status of the financial model, synergy analysis and Primus s perspective on valuation. The parties left that discussion with an understanding that an indication of interest from Primus to Arbinet containing a price range would be forthcoming.

On July 9, 2010, Arbinet received a letter of interest from Primus with respect to a proposed acquisition of all of Arbinet s stock in exchange for Primus common stock, with an initial valuation range for Arbinet between $40 million and $45 million, or an implied value range of approximately $7.29 to $8.21 per share of Arbinet common stock based on the number of shares of Arbinet common stock outstanding on June 30, 2010, subject to, among other things, further due diligence and the absence of any material changes in the business, cash flow, working capital or capital structure of Arbinet. The implied value range of price per share of Arbinet common stock reflected the then-current trading range of Arbinet s stock.

On July 13, 2010, Messrs. O Donnell, Kloster, Spirtos, Brandt and Thomas Hickey, General Counsel of Primus, and Christie Hill, General Counsel of Arbinet, participated in a conference call to discuss Primus s letter of interest and the potential acquisition of Arbinet. On the same day, Arbinet held a meeting of the special committee, at which representatives of Bank Street and Mintz Levin participated, to formulate a comprehensive strategy regarding the two expressions of interest that were received to date, the first dated June 11, 2010 and the second from Primus dated July 9, 2010. The special committee first deliberated on the June 11, 2010 expression of interest. The special committee determined that, although consistent with discussions at Arbinet s board meeting on June 24, 2010, the expression of interest was not acceptable as proposed and Arbinet s management and Bank Street should contact the third party to determine if more favorable terms could be negotiated for Arbinet s stockholders and if greater comfort could be obtained surrounding a variety of other issues. With respect to Primus, the special committee discussed, among other things, the nature and scope of reciprocal due diligence that Arbinet would conduct on Primus to ensure, given that an all-stock transaction was being contemplated, that a business combination between the two parties would be in the best interest of Arbinet s stockholders. The special committee further directed Arbinet s management and Bank Street to refine the financial model associated with the proposed transaction, to undertake an analysis of the synergies that would arise as a result of the proposed business combination, and to coordinate with Primus to ensure that the parties were in agreement as to the potential synergies. The special committee also outlined a timeline for completion of financial, legal, and business due diligence and negotiation of a definitive agreement with Primus.

From July 14, 2010 through August 6, 2010, members of the senior management of both Primus and Arbinet took part in numerous conversations and in-person meetings, in which they discussed various matters,

including the remaining information required to finalize the combined company analysis, including potential synergies relating to SG&A and telecommunications and costs of sale, continued development and refinement of the financial model and synergy analysis, the status of preparing due diligence materials and data rooms, the current operating results of Arbinet and negotiating the definitive agreement.

On July 30, 2010, Arbinet held a special committee meeting, at which representatives from Bank Street and Mintz Levin participated, to discuss the status of negotiations since the prior special committee meeting. With respect to the June 11, 2010 expression of interest, Arbinet s management and Bank Street reported that the third party was not amenable to Arbinet s counter proposals, and such third party decided that further negotiations should be discontinued given the differences between the parties positions. With respect to Primus, Arbinet s management and Bank Street updated the special committee on refinements to the financial model and synergy analysis that occurred during the course of the preceding two weeks. Following presentations by Arbinet s management and Bank Street, and consideration thereof by the special committee, Arbinet s management was authorized by the special committee to continue its negotiations towards reaching a definitive agreement with Primus and to continue its due diligence.

On August 5, 2010, Arbinet s board of directors held a telephonic meeting and, among other things, received certain updates on the status of Arbinet s potential strategic transactions. Mr. Reymann, as chairman of the special committee, updated Arbinet s board of directors on developments with respect to the June 11, 2010 expression of interest, as well as on the July 13, 2010 and July 30, 2010 meetings of the special committee following Arbinet s receipt on July 9, 2010 of the non-binding letter of interest from Primus. With respect to the June 11, 2010 expression of interest, Mr. Reymann reported that the third party decided not to move forward with a transaction. Mr. Reymann then summarized the special committee s deliberations with respect to Primus s letter of interest and the strategy and timeline for moving forward with the completion of due diligence and the negotiation of a definitive merger agreement. Next, Bank Street provided a financial and operational overview of Primus during the past three years and Bank Street s preliminary combination analysis and preliminary contribution analysis for the proposed transaction. Bank Street noted that a combination with Primus should allow the stockholders of both companies to benefit from increased scale and breadth of operations, substantial synergies and an improved financial profile as a combined company. Then, the board reviewed Arbinet s detailed financial analysis on potential synergies related to a merger of Arbinet and Primus, which were expected to be derived largely from the elimination of certain costs and improvement in certain operating margins in the first full year of operation. Following these reports, Arbinet s board of directors affirmed the special committee s direction that Arbinet s management should continue to explore a potential merger with Primus.

On August 9, 2010, Primus engaged Houlihan Lokey to provide financial advisory services to Primus in connection with the proposed acquisition of Arbinet by Primus. On August 10, 2010, Primus engaged Andrews Kurth LLP to advise Primus with respect to Primus s proposed acquisition of Arbinet.

On August 10, 2010, at a regularly scheduled board meeting, Primus s board of directors discussed with Primus s management the potential acquisition of Arbinet by Primus, including the potential SG&A and telecommunications costs of sale synergy analysis and preliminary due diligence efforts. After deliberation, the board directed Primus s management to continue due diligence efforts and commence negotiation of a definitive merger agreement.

Through the remaining part of August 2010 through September 3, 2010, members of the senior management teams of both Primus and Arbinet met or participated in various conference calls to discuss financial, business and legal due diligence matters and each company s business, including products and services. During the last two weeks of August 2010, representatives of Houlihan Lokey participated in several conference calls with members of Primus s senior management to discuss the status of discussions and negotiations with Arbinet and the results of discussions with the management of Arbinet regarding financial and other information provided by Arbinet.

On August 21, 2010, Primus provided Arbinet with an initial draft of the proposed merger agreement. Consistent with the direction it received from the special committee and given that certain principal financial terms were not included, Arbinet s management, in consultation with representatives from Bank Street and Mintz Levin, began negotiating the terms of the merger agreement with Primus.

On August 25, 2010, Messrs. O Donnell and Spirtos participated in a conference call to discuss certain of the principal terms of the proposed transaction. Messrs. Spirtos and O Donnell agreed to meet in person to discuss other terms of the merger agreement that were the subject of disagreement, including a price collar, the treatment of outstanding equity awards and the scope, breadth and extent of the reciprocity of the representations and warranties in the merger agreement. On August 27, 2010, Arbinet s counsel provided Primus and its counsel with a revised draft of the proposed merger agreement.

On August 31, 2010, Mr. O Donnell and other personnel of Arbinet consulted with Bank Street and Mintz Levin regarding the principal terms of the merger agreement that were the subject of disagreement between the parties and developed a negotiation strategy for those outstanding items. Also on August 31, 2010, Messrs. Spirtos and O Donnell took part in a conference call to discuss the principal terms of the transaction, including, among other terms, the exchange ratio, a price collar, director seats for Arbinet stockholders, treatment of outstanding equity awards, fiduciary outs, material adverse change conditions, and termination fees. Messrs. O Donnell and Spirtos discussed the principal terms, other than the exchange ratio, but did not agree on many of the terms and therefore agreed to meet in person the following day to resume the negotiations. Messrs. O Donnell and Brandt and other Arbinet personnel met with Mr. Spirtos, Mark Guirgis, Vice President of Corporate Planning and Analysis of Primus, and other Primus personnel on September 1, 2010 to resume the discussions, but the results were the same and the parties could not agree on any of the open terms of the proposed transaction. At that time, Primus s management also noted approximately $1.3 million in incremental aged accounts receivable of Arbinet that they believed should be reserved for and the value deducted from the price of the transaction. In addition, Primus proposed that the price be decreased by an amount that was equivalent to Arbinet s cash burn that occurred in the quarter.

On September 3, 2010, counsel for Primus and Arbinet met to discuss the terms of the proposed merger agreement and exchanged revised drafts of the proposed merger agreement during the several days that followed. On September 7, 2010, Messrs. O Donnell, Brandt, Guirgis and other personnel of each of Primus and Arbinet held various conference calls to discuss certain projections, financial and operational matters, the current status of diligence efforts and other strategic transaction items. In addition, a conference call was held to grant Houlihan Lokey and Bank Street the opportunity to gather information regarding each company s financial position and prospects.

On September 8, 2010, Messrs. O Donnell, Spirtos (who had been appointed as Acting Chief Executive Officer of Primus effective September 1, 2010), Guirgis, Brandt and Jim Keeley, Primus s Acting Chief Financial Officer, and other personnel of each of Primus and Arbinet met in person at Primus s offices to continue a discussion of the deal terms surrounding a potential acquisition of Arbinet by Primus. During that meeting, based on its due diligence efforts since early July 2010, Primus provided Arbinet with an exchange ratio proposal that effectively lowered its valuation estimate for Arbinet to approximately $36 million, or an implied value of approximately $6.52 per share of Arbinet common stock, which was below the level indicated in the letter of interest submitted on July 9, 2010. The exchange ratio proposal included a ratchet of the exchange ratio relative to the amount of Arbinet s cash burn and bad debt write-off.

On September 8, 2010, Arbinet held a special committee meeting to discuss Primus s proposed purchase price reduction, as well as to discuss the status of negotiations with Primus and due diligence generally. The special committee engaged in an extensive discussion over the contents of Primus s revised proposal but determined, given that the revised proposal had been received earlier that same day, the special committee needed more time to consider the revised proposal. Accordingly, the special committee scheduled another meeting for two days later. With respect to due diligence, Arbinet s management reported to the special

committee that due diligence was nearly completed for both parties. The special committee then reviewed an overview of outstanding due diligence items which, on the part of Primus, consisted primarily of certain accounting and regulatory issues, and on the part of Arbinet, consisted of certain tax issues and information requests surrounding Primus s international subsidiaries and operations. With respect to the negotiation of a definitive agreement, Mintz Levin presented a detailed issues matrix to the special committee outlining each of the material outstanding issues on which the parties had not yet reached agreement, the position of the parties on each of these issues, and the rationale behind such positions. The special committee deliberated extensively on these issues and provided Arbinet s management with guidance on each issue, subject to the special committee reconvening in two days for further deliberation of the revised proposal.

On September 10, 2010, Arbinet held a special committee meeting to discuss Primus s proposed purchase price reduction. In addition, the special committee indicated that, notwithstanding the proposed purchase price reduction, in view of heightened competition and consolidation in the industry, the declining performance of Arbinet s business overall and generally unfavorable economic conditions, a business combination with Primus, given the synergies between the parties, remained Arbinet s most viable option for maximizing stockholder value. Mr. O Donnell reported that although the discussions with Mr. Spirtos were cordial and productive, there remained substantial disagreement between the parties regarding several of the key outstanding issues, including the purchase price. Mr. O Donnell then reported that he and Mr. Spirtos planned a series of conversations over the ensuing days to continue to work towards resolution of the outstanding issues.

During the course of the subsequent conversations between Messrs. Spirtos and O Donnell, Mr. Spirtos conveyed that Primus would be sending Arbinet a revised offer with a further purchase price reduction. The special committee determined that it should await such revised proposal before scheduling another meeting.

On September 11, 2010, Arbinet received a further revised offer from Primus in which Primus s valuation for Arbinet was lowered further to $30 million, or an implied value of approximately $5.36 per share of Arbinet common stock, with a collar mechanism for a stock-for-stock exchange ratio, such that the number of shares of Primus common stock to be issued in exchange for Arbinet common stock would be capped. On the same day, Messrs. O Donnell and Spirtos held a conference call to discuss the details of Primus s latest offer. Mr. Spirtos reiterated the importance to Primus of having a price collar. Mr. O Donnell stated that the special committee would likely be disagreeable to both the price and the collar and reiterated Arbinet s interest in obtaining a high price for its stockholders. Mr. O Donnell also indicated that he would confer with Arbinet s special committee and advisors to determine next steps, if any. Also on September 11, 2010, Mr. O Donnell conducted a brief call with a representative of Arbinet s largest stockholder to obtain his perspective on the latest offer from Primus and whether Arbinet s largest stockholder would be supportive of a transaction on those terms.

Generally throughout Arbinet s negotiations with Primus and in particular on September 13, October 13, 19, 20, 21 and 27 and November 2, 8, 9, and 10, 2010, Mr. O Donnell held individual calls with the special committee members Messrs. Reymann, Pons and Kaplan, as well as the chairman of Arbinet s board of directors, Mr. Cecin, to update them as to the then-current status of the merger negotiations and consult with them individually regarding various open issues.

On September 15, 2010, Messrs. O Donnell and Spirtos had another phone conversation, during which Mr. Spirtos notified Mr. O Donnell that Primus wanted to put discussions with Arbinet on hold in the absence of an ability to reach an agreement on price. Accordingly, negotiations were essentially discontinued during the course of the ensuing month due to a variety of factors, including, but not limited to, Primus s proposed purchase price reduction, the other outstanding terms of the proposed merger agreement, changes in Primus s management and quarter-end financial, business and reporting obligations of each of the parties.

On September 16, 2010, Arbinet s management consulted with Bank Street to discuss possible next steps for Arbinet with or without involvement by Primus. In addition, Arbinet conferred with Bank Street regarding potential financing options. Such consultations included a discussion of the feasibility of Arbinet raising or

borrowing sufficient funding to embark on an acquisition strategy of its own. Given the unfavorable economic climate, it was generally determined that accessing adequate capital through the public markets or incurring sufficient debt on reasonable terms would be difficult.

On September 29, 2010, at Mr. O Donnell s request, Messrs. O Donnell and Spirtos met at Primus s offices to discuss the then-current hiatus in the negotiations between Primus and Arbinet.

On October 12, 2010, Primus appointed a new Chairman, Chief Executive Officer and President, Peter Aquino, who was at the time of such appointment a director of Primus. On October 12 and 13, 2010, Messrs. O Donnell and Aquino discussed over the phone the status of the proposed Primus and Arbinet transaction. Mr. Aquino indicated that he wanted to review the deal points and consider some points of compromise, and, if satisfied with the foregoing, work toward a definitive agreement within the coming weeks.

At various times from October 13, 2010 until November 10, 2010, the date of the merger agreement, representatives and management of Primus and Arbinet, with the assistance of their respective financial advisors and legal counsel, engaged in negotiations with respect to various merger agreement provisions, including those relating to the exchange ratio, termination fees, the scope of the parties representations and warranties and covenants, the definition of material adverse effect, Arbinet s cash balance position as a condition to closing, and the terms of the no-shop provision. In connection with the recommencement of the negotiations of the merger agreement, a go-shop provision was included that would allow Arbinet to conduct a post-signing market check. During this time, the attorneys for both Primus and Arbinet exchanged several drafts of the merger agreement. Concurrently with the negotiation of the merger agreement, Primus and Arbinet, with the assistance of their respective financial advisors and legal counsel, continued to gather financial, legal and other information regarding the other company.

From the middle of October 2010 until early November 2010, Mr. Aquino periodically contacted Primus board members individually to discuss updates in the status of the potential acquisition of Arbinet, including discussion regarding the $28 million offer for Arbinet, which took into consideration Arbinet s cash position, operating performance and synergies. Mr. Aquino and members of Primus s board of directors discussed the variables contributing to the $28 million offer for Arbinet, including a right to use of Arbinet s patents, and strategic benefits of the combination, including the larger-scale business unit and new products, such as the Exchange, and the companies complementary routes.

On October 18, 2010 and October 19, 2010, members of the senior management of both Primus and Arbinet met at Primus s office to discuss operational synergies. During this meeting, Mr. O Donnell met separately with Mr. Aquino in Mr. Aquino s office to discuss Primus s final offer of $28 million in total stock consideration for Arbinet, or approximately $5.02 per share, based on a fixed exchange ratio to be based on a 10-day weighted average purchase value for Primus common stock before execution of the merger agreement. Mr. O Donnell highlighted the anticipated synergies and negotiated for a higher price. Messrs. O Donnell and Aquino conferred with a representative of Arbinet s largest stockholder to determine whether the stockholder, which is also a significant stockholder of Primus, would be supportive of the proposed transaction, given that such stockholder was being asked to sign voting and support agreements in favor of the transaction. Mr. Aquino conveyed that the offer was the maximum he was permitted to offer. After further negotiations and discussion, Mr. Aquino agreed that he would take back to Primus s board of directors two potential options: (a) Primus would purchase Arbinet for $28 million in total stock consideration but grant Arbinet the right to sell or spin-off Arbinet s patents and associated rights prior to consummation of the merger transaction, provided that Arbinet first grant Primus a royalty-free, worldwide, assignable (on a non-exclusive basis) and perpetual license to use all of Arbinet s patents and associated rights; and (b) Primus would purchase Arbinet in its entirety for $30 million in total stock consideration without granting Arbinet the right to sell or spin-off Arbinet s patents and associated rights. Mr. O Donnell stated that he would need to discuss the proposed options with Arbinet s special committee and Arbinet s board of directors. Mr. Aquino subsequently called Mr. O Donnell to notify him that Primus would only be willing to pursue the $28 million in total stock consideration offer for Arbinet and that Arbinet could sell

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or otherwise spin-off Arbinet s patents and associated rights, provided that Arbinet first grant Primus a royalty-free, worldwide, assignable (on a non-exclusive basis) and perpetual license to use all of Arbinet s patents and associated rights.

On October 19, 2010, negotiations resumed between Primus and Arbinet, and on October 20, 2010, Arbinet held a meeting of the special committee to discuss the current status of negotiations between the parties. Mr. O Donnell explained that he had, over the preceding few days, a series of conversations with Mr. Aquino regarding the transaction. Mr. O Donnell reported that although progress was made on several outstanding issues between the parties, several legal and financial issues remained outstanding, and Primus was unwilling to raise its purchase price. Because of the change in purchase price, the special committee required that the merger agreement be revised to include a go-shop provision, so that the special committee and Arbinet s board of directors would have, assuming the transaction moved forward, another opportunity to conduct a market check at the reduced purchase price. The special committee then designated Mr. Pons, one of the special committee members, to negotiate with Mr. Aquino directly to attempt to obtain a higher purchase price. During the period October 20 through 22, 2010, Mr. Pons contacted Mr. Aquino to negotiate a higher price for the transaction, but Mr. Aquino confirmed that the offered purchase price was firm.

On October 28, 2010, Messrs. O Donnell, Brandt, Guirgis and other members of the senior management of both Primus and Arbinet took part in a conference call to discuss Arbinet s equity options and awards outstanding and Arbinet s cash position.

On November 1, 2010, Arbinet held a meeting of the special committee. During this meeting, Mr. Pons updated the special committee on his discussions with Mr. Aquino, and the special committee entered into a detailed discussion of the matrix of outstanding issues between Arbinet and Primus. Bank Street then presented to the special committee its preliminary financial analysis of the transaction, which included an extensive valuation discussion and discussion of comparables, as requested by the special committee.

On November 3, 2010, Arbinet s board of directors held a meeting and reviewed the current status of the possible merger with Primus. At the meeting, Arbinet s directors discussed and analyzed the terms of the possible transaction, the strategic rationale, the potential benefits of a merger and the potential synergies that could be realized in a merger. Bank Street reviewed in detail the firm s financial analyses of a possible combination of Arbinet and Primus, as well as the go-shop period and process to determine if a superior proposal were available to Arbinet and its stockholders. Following the board s deliberations, Arbinet s management was instructed to continue its negotiations with Primus and to consult the board in the resolutions of the remaining issues.

On or about November 3, 2010, a draft of the voting and support agreement with Arbinet s largest stockholder, which is also a significant stockholder of Primus, was provided by Primus to such stockholder for review.

From November 3, 2010 to November 8, 2010, negotiations between the parties continued, and Messrs. O Donnell and Aquino engaged in a series of conference calls to discuss the remaining outstanding terms of the proposed merger agreement, including, among others, the treatment of significantly out-of-the-money Arbinet equity awards, material adverse changes with respect to Arbinet s cash balance, and Arbinet s potential spin-off or sale of its patents.

On November 5, 2010, Primus s board of directors held a special board meeting, where the directors reviewed an informational packet that had been provided to the board and that included an executive summary of the proposed definitive merger agreement as well as the status of, and other information relevant to, the transaction. At the request of Primus s board of directors, representatives of Houlihan Lokey reviewed and discussed with Primus s board of directors Houlihan Lokey s preliminary financial analyses with respect to Primus, Arbinet and the proposed transaction. The material financial analyses reviewed and discussed by

Houlihan Lokey with Primus s board of directors on November 5, 2010 were substantially similar to the material financial analyses reviewed and discussed with Primus s board of directors at its meeting on November 10, 2010, except that the financial analyses reviewed and discussed with Primus s board of directors on November 10, 2010 were based on updated information regarding financial, economic, market and other conditions, including the market prices of publicly traded equity securities. A representative of Andrews Kurth attended the meeting. Following discussion and deliberation, Primus s board of directors authorized management to continue to pursue the transaction on the terms presented, subject to the board s final approval.

On November 9, 2010, Arbinet held a meeting of the special committee, at which representatives of Bank Street and Mintz Levin participated and during which the special committee provided Arbinet s management with direction on resolution of the few outstanding issues. Later on the same day, as well as on the morning of November 10, 2010, Messrs. O Donnell and Aquino had a series of conference calls to discuss and resolve the last remaining open items on the merger agreement, which included Arbinet s right to potentially sell or spin-off its patents during the period between signing and closing of the merger transaction, subject to certain conditions.

On November 9, 2010, at a regularly scheduled board meeting, Primus s board of directors discussed the status of negotiations of the merger agreement with Arbinet. At the request of Primus s board of directors, representatives of Houlihan Lokey reviewed and discussed with Primus s board of directors Houlihan Lokey s updated preliminary financial analyses with respect to Primus, Arbinet and the proposed transaction. The preliminary financial analyses reviewed and discussed by Houlihan Lokey with Primus s board of directors on November 9, 2010 were substantially similar to the financial analyses reviewed and discussed with Primus s board of directors at its meeting on November 10, 2010, except that the financial analyses reviewed and discussed with Primus s board of directors on November 10, 2010 were based on updated information regarding the market prices of publicly traded equity securities.

Beginning at 10:30 a.m., Eastern time, on November 10, 2010, Arbinet s special committee held a meeting to review the final terms of the merger agreement and to consider whether to recommend approval of the final negotiated merger agreement to the full board of directors. All members of the special committee and certain members of Arbinet s senior management and representatives of Mintz Levin and Bank Street participated. In advance of the meeting, a final draft of the merger agreement, a summary of the merger agreement and related materials were circulated to the special committee. During the meeting, Arbinet s management and its outside legal and financial advisors reviewed with the special committee, among other matters, the terms of the merger agreement and related transaction documents and the other matters described in Reasons for the Merger Arbinet beginning on page 102. The results of the legal and financial due diligence review of Primus conducted by Arbinet s outside legal advisors and its independent registered public accounting firm, respectively, were also presented and discussed at this meeting. In addition, Bank Street reviewed its financial analysis of the per share merger consideration and delivered to the special committee an oral opinion (subsequently confirmed in writing) that, as of the date of the meeting, and based upon and subject to the assumptions made, matters considered, and qualifications and limitations set forth in the written opinion, the exchange ratio contained in the merger agreement was fair, from a financial point of view, to the holders of Arbinet common stock (other than Primus, Merger Sub, Arbinet s largest stockholder and any of their respective affiliates). See Opinion of Arbinet s Financial Advisor beginning on page 110. Having considered all of these issues, the special committee accepted Bank Street s opinion, recommended that the full board accept the opinion, declared the merger agreement and merger consideration advisable, fair to, and in the best interests of Arbinet and its stockholders, adopted and approved the merger agreement and recommended that the full board of directors approve the merger agreement and the merger consideration.

Beginning at 1:30 p.m., Eastern time, on November 10, 2010, Arbinet s board of directors held a special meeting to review the final terms of the merger agreement and to consider whether to recommend approval of the final negotiated merger agreement to Arbinet s stockholders for approval. All members of Arbinet s board of directors and certain members of Arbinet s senior management and representatives of Mintz Levin and Bank Street participated. In advance of the meeting, a final draft of the merger agreement, a summary of the merger

agreement and related materials were circulated to the directors. Bank Street reviewed its fairness presentation with the board of directors and confirmed its opinion that the exchange ratio contained in the merger agreement was fair, from a financial point of view, to Arbinet s stockholders. The special committee then reported its unanimous recommendation that the board of directors approve the merger agreement on the terms presented. On the basis of Arbinet s extensive efforts to explore third-party interest in potential transactions and the unanimous recommendation of the special committee, and after discussion and consideration, Arbinet s board of directors unanimously approved the merger agreement, declared the merger advisable and in the best interests of Arbinet and its stockholders, and recommended that Arbinet s stockholders vote to approve and adopt the merger agreement.

Beginning at 6:00 p.m., Eastern time, on November 10, 2010, Primus s board of directors held a special board meeting attended by all members of the board (either in person or telephonically), as well as members of management and representatives of Houlihan Lokey and Andrews Kurth. In advance of the meeting, a final draft of the merger agreement, a summary of the merger agreement and related materials were circulated to the directors. Primus s management team and legal counsel reviewed for Primus s board of directors an updated summary of the negotiations and provided a description of the final terms of the merger agreement. Representatives of Houlihan Lokey then reviewed and discussed with Primus s board of directors Houlihan Lokey s financial analyses with respect to Primus, Arbinet and the proposed transaction and, at the request of Primus s board of directors, delivered Houlihan Lokey s oral opinion, which was subsequently confirmed in writing, to the effect that, as of the date of the opinion and based upon and subject to the factors, limitations and assumptions set forth therein, the exchange ratio in the proposed merger pursuant to the merger agreement was fair, from a financial point of view, to Primus. See Opinion of Primus s Financial Advisor beginning on page 117. After due consideration and further discussion, the board of directors determined that the merger agreement and the transactions contemplated by the merger agreement are advisable and in the best interests of Primus and its stockholders. Primus s board of directors adopted the merger agreement and the transactions contemplated by the merger agreement and approved the issuance of shares of Primus common stock pursuant to the merger agreement.

In the evening of November 10, 2010, the merger agreement was executed and delivered by Arbinet, Primus and Merger Sub and the voting and support agreements were executed with Arbinet s largest stockholder, which is also a significant stockholder of Primus, for the benefit of each of Primus and Arbinet. On November 11, 2010, which was a market holiday, Primus and Arbinet each issued separate press releases announcing the transaction. Various communications and the merger agreement were filed with the SEC on November 12, 2010 and thereafter.

On December 14, 2010, Arbinet, Primus and Merger Sub entered into Amendment No. 1 to the merger agreement to clarify certain ambiguities in the merger agreement.

During the 27-month period from July 2008 when Arbinet and Primus began their negotiations through the signing of the merger agreement in November 2010, Arbinet s management and Bank Street identified and contacted at least 25 third parties with respect to the possibility of entering into a strategic transaction with Arbinet. In addition, the go-shop provision in the merger agreement allowed Arbinet to conduct a post-signing market check by soliciting alternative proposals from third parties during the 45-day period following the signing of the merger agreement. Arbinet s management, with the assistance of Bank Street, proactively contacted approximately 50 other parties that might be interested in presenting an acquisition proposal to Arbinet, including strategic and financial potential acquirers. However, to date, none of the negotiations with third parties conducted prior to or following the execution of the merger agreement between Arbinet and Primus has resulted in a superior proposal for Arbinet s stockholders, as determined by Arbinet s special committee and confirmed by Arbinet s board of directors.

Reasons for the Merger Arbinet

Arbinet s board of directors unanimously determined that the merger is advisable and in the best interests of Arbinet and its stockholders and approved the merger agreement and the merger. The Arbinet board of directors recommends that Arbinet stockholders vote FOR approval and adoption of the merger agreement.

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The Arbinet board of directors decision to approve the merger agreement and the transactions contemplated thereby, including the merger, rather than continue to pursue a standalone strategy was based on five fundamental premises:

- additional substantial consolidation in the wholesale telecommunications industry is highly likely;
- Arbinet s ability to compete successfully in the market for telecommunications services would be substantially enhanced over the long term by materially increasing Arbinet s scale, financial resources, and breadth and geographic scope of operations and broadening Arbinet s product and service offerings;
- Primus is the most attractive merger candidate for Arbinet in terms of strategic, financial and other factors, including relative size, the complementary nature of the two companies customer bases, prospects for growth, and management compatibility;
- a merger with Primus would have the potential to produce substantial cost synergy gains primarily resulting from anticipated reduced network operating expenses, lower selling, general and administrative costs, reduced capital expenditures, and increased cross-selling opportunities; management of Arbinet estimated the expected realization of $8.7 million (assuming that the merger occurred on January 1, 2011) and $9.3 million in annual cost savings and synergies for each of the years 2011 and 2012, respectively (though there can be no assurance that these cost savings and synergies will be achieved); and
- the financial terms of the merger were fair and the other terms were reasonable.

As discussed more specifically below, the considerations favoring pursuit of a business combination rather than a standalone strategy were analyzed in the context of potentially adverse consequences of the Primus merger, including the risk that expected synergies would not be realized.

In addition to these factors, the Arbinet board of directors consulted with members of Arbinet management and the financial and legal advisors of Arbinet, and considered the following specific factors as generally supporting its decision to approve the merger agreement and merger:

- the unanimous recommendation of the special committee of the Arbinet board of directors to approve the merger agreement and the merger;
- historical and prospective information concerning Arbinet s and Primus s respective businesses, results of operations, financial condition and prospects, which the Arbinet board of directors determined, based in part on input and advice from Arbinet senior management and Arbinet s financial advisors, supported the merger and the specific financial terms ultimately negotiated;
- the Arbinet board of directors understanding of economic and industry conditions relating to the wholesale telecommunications industry, including Arbinet s prospects on a standalone basis, which the Arbinet board of directors believed were generally favorable but involved a greater risk of unfavorable developments in a standalone scenario than would be presented if it pursued the merger;
- the absence of a superior alternative to the merger; after considering the various strategic options available to Arbinet, including acquiring or combining with other companies, engaging in new joint ventures or strategic alliances or continuing to pursue a standalone strategy and a conclusion by the Arbinet board of directors that a transaction with Primus would likely yield the greatest strategic benefits among the available alternatives;

the presentations by and discussions with Arbinet s management and financial and legal advisors indicating that the terms and conditions of the merger agreement are customary for transactions similar to the merger;

the termination, go-shop and break-up fee provisions of the merger agreement, which the Arbinet board of directors determined, based in part on advice from Arbinet s financial and legal advisors, were generally customary for a transaction of the magnitude of the merger and would not unduly inhibit alternative acquisition proposals;

the financial analyses and presentations of Bank Street, Arbinet s financial advisor, and its opinion that the exchange ratio pursuant to the merger agreement is fair, from a financial point of view, to the holders of Arbinet common stock (other than Primus, Merger Sub, the Singer Children s Management Trust and their respective affiliates);

the ability to complete the merger as a reorganization for U.S. federal income tax purposes, enabling Arbinet common stockholders to defer recognition of certain taxable gain which would be recognized if their shares of common stock were sold or exchanged in a taxable transaction; provided, however, the merger may not qualify as a reorganization as a result of any spin-off or IP sale of Arbinet s patents; and

the likelihood that the merger will be completed on a timely basis and without burdensome conditions, which was an assumption on which the financial and synergy analyses were based and was believed by the Arbinet board of directors to be reasonable based in part on advice from Arbinet s senior management and legal advisors.

The Arbinet board of directors also considered the following potential adverse consequences to Arbinet, its stockholders and the resulting company:

the challenges of integrating network assets, operations, senior management and workforces of the two companies and the risks of diverting the attention of management from other strategic initiatives while focusing on completion of the merger and post-closing integration;

the risk that anticipated synergies and cost savings will not be achieved;

the possibility that the two companies businesses would be adversely affected, during the period from signing the merger agreement until integration is substantially implemented, by workforce anxiety, competitive pressures and the disruption inherent in combining the two companies;

the timing of receipt of required regulatory approval for the merger and the possibility that delays in obtaining such approvals could delay the closing; and

the interests of Arbinet s directors and executive officers with respect to the merger that are different from, or in addition to, their interests as Arbinet stockholders as discussed under Interests of Certain Persons in the Merger that May be Different from Your Interests beginning on page 123.

The Arbinet board of directors determined that the potential negative factors were substantially outweighed by the potential benefits of the merger.

This discussion of the information and factors considered by the Arbinet board of directors is not intended to be exhaustive but includes the material factors considered by the Arbinet board of directors. In reaching its decision to approve the merger and approve and recommend approval and adoption of the merger agreement, the Arbinet board of directors did not attribute any relative or specific weight to the various factors that it considered in reaching its determination that the terms of the merger are in the best interest of Arbinet and its stockholders. Rather, the Arbinet board of directors viewed its recommendation as being based on the totality of the information presented to, and factors considered

by, it. Individual members of the Arbinet board of directors may have given different weight to different information and factors in making their decisions.

Reasons for the Merger Primus

By vote at a meeting held on November 10, 2010, the Primus board of directors determined that the merger agreement and the transactions contemplated by it are advisable and in the best interests of Primus and its stockholders and approved, authorized and adopted the merger agreement and approved the issuance of shares of Primus common stock pursuant to the merger agreement. The Primus board of directors recommends that Primus stockholders vote FOR the proposal to approve the issuance of shares of Primus common stock pursuant to the merger agreement.

In deciding to approve the merger agreement and to recommend that Primus stockholders vote to approve the issuance of Primus common stock pursuant to the merger agreement, the Primus board of directors consulted with Primus management and legal and financial advisors and considered several factors.

Many of the factors considered favored the conclusion of the Primus board of directors that the merger is advisable and in the best interests of Primus and its stockholders, including the following:

- that the merger would enhance Primus s global customer opportunities by doubling Primus s international carrier services business to over $500 million in annual revenue;
- that Primus would add the well established brands of Arbinet and the Xchange to its portfolio;
- the benefits of increased scale in a rapidly consolidating global telecommunications market;
- that the merger would allow customers access to more global rates at enhanced prices;
- the regional strengths of Primus and Arbinet are largely complementary, minimizing the potential attrition due to duplication of either traffic or customers;
- that the merger would diversify Primus s product portfolio of international voice and data services across all existing customer segments, such that Primus could offer customers options either to acquire direct international connections through traditional interconnect arrangements or to manage their access needs through a voice trading exchange (Arbinet s theXchange[SM] platform);
- that the merger would enable Primus to gain access to additional traffic streams, enhanced voice traffic routing and termination, the increased ability to manage multiple segments of carrier customers, and additional market opportunities for carrier wholesale services;
- the strength of the combined sales forces of each of Primus and Arbinet post-merger would provide additional opportunities in the carrier services market;
- Primus management expects the merger to result in meaningful cost savings and operational synergies resulting primarily from the elimination of duplicative expenses related to maintaining public company status, compliance and exchange listing fees, as well as from other selling, general and administrative savings, headcount reductions and a reduction in telecommunications costs of sales; management of Primus estimated the expected realization of $3.4 million, $7.0 million and $7.4 million in annual cost savings and synergies for each of the years 2011, 2012 and 2013, respectively (though there can be no assurance that these cost savings and synergies will be achieved);

the expected strength of the balance sheet of the combined company, post-merger in order to maintain business flexibility;

the financial analyses reviewed by Houlihan Lokey with Primus s board of directors, and the oral opinion to Primus s board of directors (which opinion was confirmed in writing by delivery of Houlihan Lokey s written opinion dated November 10, 2010), with respect to the fairness, from a financial point of view, to Primus, as of November 10, 2010, of the exchange ratio provided for in the merger pursuant to the merger agreement, based upon and subject to the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Houlihan Lokey in preparing its opinion; see Opinion of Primus s Financial Advisor beginning on page 117;

- the terms of the merger agreement, the structure of the transaction, including the conditions to each party s obligation to complete the merger, and the ability of the Primus board of directors to terminate the agreement under certain circumstances;
- that the merger agreement provides that, under certain circumstances, Arbinet could be required to pay a termination fee of $1,250,000 to Primus if the merger is not consummated; and
- the ability of Primus and Arbinet to complete the merger, including their ability to obtain the necessary regulatory approvals and their obligations in connection with obtaining those approvals.

The Primus board of directors considered a number of additional factors concerning the merger. The Primus board of directors considered these factors as a whole and without assigning relative weights to each such factor, and overall considered the relevant factors to be favorable to, and in support of, its determinations and recommendations. These factors included:

- information concerning the financial condition, results of operations, prospects and businesses of Primus and Arbinet provided by management of the companies, including the respective companies cash flows from operations, recent performance of common stock and the ratio of Primus common stock price to Arbinet common stock price over various periods, as well as current industry, economic and market conditions;
- market factors of both Primus and Arbinet; and
- the results of Primus s business, legal and financial due diligence review of Arbinet.

The Primus board of directors also considered a variety of risks and other potentially negative factors concerning the merger agreement and the transactions contemplated by it, including the merger. These factors included:

- that there are significant risks inherent in combining and integrating two companies, including that the companies may not be successfully integrated or that the expected synergies from combining the two companies may not be realized, and that successful integration of the companies will require the dedication of significant management resources, which will temporarily detract attention from the day-to-day businesses of the combined company;
- the effects on cash flows from operations and other financial measures under various modeling assumptions, and the uncertainties in timing and execution risk with respect to the anticipated benefits of the merger;
- that Primus s exposure to the wholesale business would increase significantly;
- that the merger might not be completed as a result of a failure to satisfy the conditions contained in the merger agreement;
- the possibility of losing key employees and skilled workers as a result of the merger;

- the possibility that key customers may choose not to do business with the combined company; and

- other matters described under the caption Risk Factors beginning on page 38.

This discussion of the information and factors considered by the Primus board of directors in reaching its conclusion and recommendations includes all of the material factors considered by the board but is not intended to be exhaustive and is not provided in any specific order or ranking. In view of the wide variety of factors considered by the Primus board of directors in evaluating the merger agreement and the transactions contemplated by it, including the merger, and the complexity of these matters, the Primus board of directors did not find it practicable to, and did not attempt to, quantify, rank or otherwise assign relative weight to those factors. In addition, different members of the Primus board of directors may have given different weight to different factors. The Primus board of directors did not reach any specific conclusion with respect to any of the factors considered and instead conducted

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an overall analysis of such factors and determined that, in the aggregate, the potential benefits considered outweighed the potential risks or possible negative consequences of approving the merger agreement and the issuance of shares of Primus common stock pursuant to the merger agreement.

It should be noted that this explanation of the reasoning of the Primus board of directors and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed under the heading Cautionary Statements Concerning Forward-Looking Statements beginning on page 55.

Certain Unaudited Prospective Financial Information

Neither Primus nor Arbinet as a matter of course make public long-term projections as to future performance due to, among other reasons, the uncertainty, unpredictability and volatility of the underlying assumptions and estimates. However, for internal purposes and in connection with the process leading to the merger agreement, the managements of Primus and Arbinet prepared certain projections of future financial performance. The projections were prepared by Primus and Arbinet on a stand-alone basis and are not anticipated to be representative of financial performance of the combined company going forward, which may differ materially from the assumptions underlying the projections for the individual companies on a stand-alone basis. Primus provided its projections to its board of directors and its financial advisor, Houlihan Lokey. Primus also provided these projections to Arbinet and its financial advisor, Bank Street. Similarly, Arbinet provided its projections to its board of directors and Bank Street. Arbinet also provided these projections to Primus and Houlihan Lokey.

In connection with its consideration of the Primus projections, the Primus board, in accordance with its customary practice, believed that it was reasonable to rely on the Primus projections prepared by Primus management but did not make any formal determination that the Primus projections were accurate or complete. In connection with its consideration of the Arbinet projections, the Arbinet board, in accordance with its customary practice, believed that it was reasonable to rely on the Arbinet projections prepared by Arbinet management but did not make any formal determination that the Arbinet projections were accurate or complete.

The inclusion of the summary unaudited prospective financial information of Primus and Arbinet included in this joint proxy statement/prospectus should not be regarded as an indication that Primus or Arbinet or their respective boards considered, or now considers, these projections to be a reliable predictor of future results. You should not place undue reliance on the unaudited financial forecasts contained in this joint proxy statement/prospectus. Please read carefully Important Information about the Unaudited Prospective Financial Information beginning on page 108.

The financial information set forth below is based on the Primus projections described above for the fiscal years ending 2010 through 2013:

	Projected Fiscal Year (in millions)			
	2010	**2011**	**2012**	**2013**
After-tax free cash flow(1)	$ 37.3	$ 44.6	$ 47.9	$ 49.2

(1) After-tax free cash flow represents Adjusted EBITDA, less the expected amount of taxes, capital expenditures and negative changes in working capital, but after adding back previously deducted amounts for depreciation and amortization. Adjusted EBITDA represents net income (loss) before reorganization items, net, share-based compensation expense, depreciation and amortization, asset impairment expense, gain (loss) on sale or disposal of assets, interest expense, amortization or accretion on debt discount or premium, gain (loss) on early extinguishment or restructuring of debt, interest income and other income (expense), gain (loss) from contingent value rights valuation, foreign currency transaction gain (loss), income tax benefit (expense), income (expense) attributable to the non-controlling interest, income (loss) from discontinued operations, net of tax, and income (loss) from sale of discontinued operations, net of tax. Neither after-tax free cash flow nor Adjusted EBITDA is a financial measure prepared in accordance with

GAAP and should not be considered a substitute for net income or cash flow from operating activities prepared in accordance with GAAP. Management of Primus estimated that there would be $93.4 million of Adjusted EBITDA for 2013.

The financial information set forth below is based on the Arbinet projections described above for the fiscal years ending 2010 through 2014:

	Projected Fiscal Year				
	2010	**2011**	**2012**	**2013**	**2014**
			(in millions)		
After-tax free cash flow(1)	$ 2.4	$ 2.3	$ 2.9	$ 0.8	$ 1.6

(1) After-tax free cash flow represents Adjusted EBITDA, less the expected amount of taxes, capital expenditures and negative changes in working capital, but after adding back previously deducted amounts for depreciation and amortization. Adjusted EBITDA represents net income (loss) before share-based compensation expense, depreciation and amortization, asset impairment expense, gain (loss) on sale or disposal of assets, interest expense, amortization or accretion on debt discount or premium, gain (loss) on early extinguishment or restructuring of debt, interest income and other income (expense), foreign currency transaction gain (loss), income tax benefit (expense), income (expense) attributable to the non-controlling interest, interest income (loss) from discontinued operations, net of tax, and income (loss) from sale of discontinued operations, net of tax. Neither after-tax free cash flow nor Adjusted EBITDA is a financial measure prepared in accordance with GAAP and should not be considered a substitute for net income or cash flow from operating activities prepared in accordance with GAAP. Management of Arbinet estimated that there would be $4.8 million of Adjusted EBITDA for 2014.

Important Information about the Unaudited Prospective Financial Information

The unaudited prospective financial information described above was not prepared with a view toward public disclosure and the inclusion of this information in this joint proxy statement/prospectus should not be regarded as an indication that any of Primus, Arbinet or any other recipient of this information considered, or now considers, it to be necessarily predictive of actual future results. None of Primus, Arbinet or their respective affiliates assumes any responsibility for the accuracy of this information. The unaudited prospective financial information discussed above is not being included in this joint proxy statement/prospectus to influence Primus stockholders or Arbinet stockholders to vote in favor of the proposals to be voted upon at the special meetings, but because it represents unaudited prospective financial information prepared by Primus and Arbinet that was used for purposes of the financial analyses performed by Primus s financial advisor and Arbinet s financial advisor. The inclusion of the unaudited prospective financial information in this joint proxy statement/prospectus shall not be deemed an admission or representation by Primus or Arbinet that such information is material.

The unaudited prospective financial information was, in general, prepared solely for internal use and is subjective in many respects and thus subject to interpretation. While presented with numeric specificity, the unaudited prospective financial information reflects numerous estimates and assumptions made by the management of Primus or Arbinet involving judgments with respect to, among other things, industry performance and competition, future business, economic, competitive, regulatory, and financial market conditions and matters specific to Primus s or Arbinet s business, including future business decisions, that may not be realized and that are inherently subject to significant business, economic, competitive and regulatory uncertainties and contingencies, including, among others, the risks and uncertainties described under Risk Factors and Cautionary Statements Regarding Forward-Looking Statements beginning on pages 38 and 55, respectively, all of which are difficult to predict and many of which are beyond the control of Primus and/or Arbinet. In addition, the unaudited prospective financial information discussed above reflects estimates and assumptions that were made as of the date the unaudited prospective financial information was prepared and that have not been updated since to reflect any changes in any assumptions. These estimates and assumptions do not reflect current conditions, and no assurances can be given that these estimates or assumptions will accurately

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reflect future conditions. As a result, there can be no guarantee that the unaudited prospective financial information will be realized or that actual results will not be significantly higher or lower than estimated. Since the unaudited prospective financial information covers multiple years, such information by its nature becomes less predictive with each successive year. The combination of the Primus and Arbinet unaudited prospective financial information does not represent the results that the combined company will achieve if the merger is completed, nor does it represent unaudited prospective financial information for the combined company.

As described above, Primus and Arbinet do not as a matter of course make public projections as to future sales, earnings, or other results. However, the management of Primus and Arbinet have prepared the prospective financial information described above in connection with discussions concerning the merger. The accompanying prospective financial information was not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information. This accompanying prospective financial information is not fact and should not be relied upon as being necessarily indicative of future results, and you should not place undue reliance on the prospective financial information.

Neither Primus s nor Arbinet s independent registered public accounting firms, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

The report of Primus s independent registered public accounting firm contained in Primus s Annual Report on Form 10-K for the year ended December 31, 2009, which is incorporated by reference into this joint proxy statement/prospectus, relates to Primus s historical financial information. It does not extend to the unaudited prospective financial information and should not be read to do so. The reports of Arbinet s independent registered public accounting firms contained in this joint proxy statement/prospectus relate to Arbinet s historical financial information. They do not extend to the unaudited prospective financial information and should not be read to do so. Furthermore, the unaudited prospective financial information does not take into account any circumstances or events occurring after the date it was prepared. Neither Primus nor Arbinet has made any representation to other, in the merger agreement or otherwise, concerning this unaudited prospective financial information.

The above unaudited prospective financial information does not give effect to the merger. Primus stockholders and Arbinet stockholders are urged to review Primus s Annual Report on Form 10-K for the year ended December 31, 2009, and future SEC filings for a description of risk factors with respect to Primus s business, its reported results of operations, its financial condition and its capital resources. Arbinet stockholders and Primus stockholders are also urged to review the risk factors with respect to Arbinet s business, its reported results of operations, its financial condition and its capital resources included in this joint proxy statement/prospectus. See Risk Factors beginning on page 38, Cautionary Statements Concerning Forward-Looking Statements beginning on page 55, Incorporation of Certain Documents by Reference beginning on page 182 and Where You Can Find More Information beginning on page 183.

Readers of this joint proxy statement/prospectus are cautioned not to place undue reliance on the unaudited prospective financial information set forth above. No representation is made by Primus, Arbinet, or any other person to any stockholder of Primus or any stockholder of Arbinet regarding the ultimate performance of Primus compared to the information included in the above unaudited prospective financial information. The unaudited prospective financial information in this joint proxy statement/prospectus constitutes forward-looking statements and should not be regarded as an indication that such unaudited prospective financial information will be an accurate prediction of future events nor construed as financial guidance.

NEITHER PRIMUS NOR ARBINET INTENDS TO UPDATE OR OTHERWISE REVISE THE ABOVE UNAUDITED PROSPECTIVE FINANCIAL INFORMATION TO REFLECT

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CIRCUMSTANCES EXISTING AFTER THE DATE WHEN MADE OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT ANY OR ALL OF THE ASSUMPTIONS UNDERLYING SUCH UNAUDITED PROSPECTIVE FINANCIAL INFORMATION ARE NO LONGER APPROPRIATE.

Opinion of Arbinet s Financial Advisor

On November 10, 2010, at separate meetings of the special committee of Arbinet s board of directors and Arbinet s board of directors, Bank Street rendered its oral opinion, which was confirmed by delivery of a written opinion dated November 10, 2010, to the special committee of Arbinet s board of directors and Arbinet s board of directors, that, as of the date of the opinion, and based upon and subject to the assumptions made, matters considered, qualifications and limitations set forth in the written opinion (which are described below), the exchange ratio pursuant to the merger agreement is fair, from a financial point of view, to the holders of Arbinet common stock (other than Primus, Merger Sub, Karen Singer and any of their respective affiliates).

The full text of the written opinion of Bank Street, dated November 10, 2010, which sets forth assumptions made, matters considered, qualifications and limitations on the review undertaken by Bank Street, is attached as Annex B to this joint proxy statement/prospectus and is incorporated in this joint proxy statement/prospectus by reference. The following summary of Bank Street s opinion is qualified in its entirety by reference to the full text of the opinion. Bank Street provided its opinion for the benefit and use of the special committee of Arbinet s board of directors and Arbinet s board of directors. The Bank Street opinion is not a recommendation as to how any holder of Arbinet s common stock should vote with respect to the merger.

Bank Street s opinion addressed only the fairness, as of the date of the opinion, of the exchange ratio, from a financial point of view, to the holders of Arbinet common stock (other than Primus, Merger Sub, Karen Singer and any of their respective affiliates). Bank Street did not express any view on, and its opinion does not address, any other term or aspect of the merger agreement or the merger. Bank Street expressed no opinion as to the effect of any adjustment of the exchange ratio pursuant to the merger agreement due to an IP Sale (as defined in the merger agreement). In addition, Bank Street was not asked to address, and Bank Street s opinion did not address, the fairness to, or any other consideration of, the holders of any class of securities, creditors or other constituencies of Arbinet, other than the holders of shares of Arbinet common stock. The opinion did not address Arbinet s underlying business decision to pursue the merger, the relative merits of the merger as compared to any alternative business strategies that might exist for Arbinet or the effects of any other transaction in which Arbinet might engage. In addition, Bank Street did not express any opinion as to what the value of the shares of Primus common stock will be when issued or the prices at which shares of Primus common stock will trade at any time or as to the impact of the merger on the solvency or viability of Arbinet or Primus or the ability of Arbinet or Primus to pay its obligations when they come due. The opinion was subject to the assumptions contained in the opinion and was necessarily based on economic, market and other conditions, and the information made available to Bank Street, as of the date of its opinion. Bank Street assumed no responsibility for updating or revising its opinion based on circumstances or events occurring after the date of its opinion.

In arriving at its opinion, Bank Street, among other things:

- reviewed a draft of the merger agreement, dated November 10, 2010;
- reviewed Arbinet s audited financial statements for fiscal years ended December 31, 2008 and 2009 and its unaudited interim financial statements for the six-month period ended June 30, 2010 and its preliminary results for the three month period ended September 30, 2010;
- reviewed certain operating and financial information, including certain projections for the five years ending December 31, 2014, provided to Bank Street by Arbinet s management relating to Arbinet s business and prospects;
- met with certain members of Arbinet s senior management to discuss Arbinet s business, operations, historical and projected financial results and future prospects;

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reviewed Primus s audited financial statements for fiscal years ended December 31, 2008 and 2009 and its unaudited interim financial statements for the six-month period ended June 30, 2010 and its preliminary results for the three month period ended September 30, 2010;

reviewed certain operating and financial information, including projections for the four years ending December 31, 2013, provided to Bank Street by Primus s management relating to Primus s business and prospects;

met with certain members of Primus s senior management to discuss Primus s business, operations, historical and projected financial results and future prospects;

reviewed financial, information technology and tax diligence summaries provided by Friedman LLP regarding Primus;

reviewed certain estimates of cost savings and other combination benefits (excluding any revenue synergies or synergies related to capital expenditures) expected to result from the merger, prepared and provided to Bank Street by Arbinet s and Primus s management;

reviewed publicly available financial data, stock market data and financial multiples of companies which Bank Street deemed generally comparable to both Arbinet and Primus;

reviewed the financial terms of recent mergers and acquisitions of companies which Bank Street deemed generally comparable to Arbinet, Primus and the merger;

reviewed indicative letters of intent (written or otherwise) submitted to Arbinet by other potential acquirors;

performed discounted cash flow analyses based on the projections for Arbinet, Primus and the combined company and the potential synergies for the combined company furnished to Bank Street; and

conducted such other studies, analyses, inquiries and investigations as Bank Street deemed appropriate.

Bank Street relied upon and assumed, without independent verification, the accuracy and completeness of the financial and other information provided to Bank Street by Arbinet and Primus or otherwise reviewed by or discussed with Bank Street, including, without limitation, the projections set forth above and the potential synergies. With respect to Arbinet s and Primus s projected financial results and the potential synergies, Bank Street relied on representations that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the senior managements of Arbinet and Primus as to the expected future performance of Arbinet and Primus, as the case may be, and the potential synergies. Bank Street has not assumed any responsibility for the independent verification of any such information or of the projections set forth above and the potential synergies, and Bank Street has further relied upon the assurances of the senior managements of Arbinet and Primus that they are unaware of any facts that would make the information, projections and potential synergies provided to Bank Street or otherwise reviewed by or discussed with Bank Street incomplete or misleading.

With respect to the Arbinet forecasts, Bank Street held discussions with members of the senior management of Arbinet regarding the past and current business operations, financial condition and future prospects of Arbinet, including their views of the risks and uncertainties of achieving the Arbinet forecasts in the amounts contemplated thereby. In that regard, Bank Street was informed by members of the senior management of Arbinet that Arbinet has been negatively affected by and continues to have exposure to a number of risks, including deteriorating performance of its exchange business. The senior management of Arbinet advised Bank Street that these risks have negatively affected recent financial results

and that there is a material risk that they will impact Arbinet in the future, which, if not adequately addressed, could lead to liquidity issues that would substantially impair the operations of Arbinet.

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In arriving at its opinion, Bank Street did not perform or obtain any independent appraisal of the assets or liabilities (contingent or otherwise) of Arbinet or Primus, nor was Bank Street furnished with any such appraisals. Bank Street assumed that the merger will qualify under Section 368(a) of the Internal Revenue Code. Bank Street also assumed that the merger will be consummated in a timely manner and in accordance with the terms of the merger agreement without any limitations, restrictions, conditions, amendments or modifications, regulatory or otherwise, that collectively would have a material effect on Arbinet, Primus or the combined company or on the expected benefits of the merger. Bank Street is not a legal, tax or regulatory advisor, and it relied upon, without independent verification, the assessment of Arbinet and its legal, tax and regulatory advisors with respect to such issues.

In accordance with customary investment banking practice, Bank Street employed commonly used valuation methods in connection with the delivery of its opinion. The following is a summary of the material financial and comparative analyses performed by Bank Street in arriving at its opinion. Some of the summaries of financial analyses include information presented in tabular format. In order to fully understand Bank Street s analyses, the tables must be read together with the accompanying text of each summary. The tables alone do not constitute a complete description of the financial analyses, including the methodologies and assumptions underlying the analyses, and if viewed in isolation could create a misleading and incomplete view of the financial analyses performed by Bank Street.

In discussions with Arbinet management regarding the Arbinet third quarter ended September 30, 2010 financial performance, Arbinet s management indicated a difficulty in accurately forecasting future business performance. Arbinet s management was of the opinion that Arbinet s third quarter ended September 30, 2010 financial performance did not warrant updating its existing multi-year projections; nevertheless, based upon input from Arbinet s management regarding net revenue and margin pressure experienced during the fiscal quarter ended September 30th, 2010, Bank Street employed sensitivity analysis to management s multi-year projections (sensitivity analysis).

Transaction Value Multiples Analysis. Bank Street calculated and reviewed Arbinet s implied transaction value, referred to as Transaction Value, which is defined, with respect to Arbinet, as Arbinet s enterprise value calculated assuming an equity value equal to an aggregate value of the Primus common stock being issued to Arbinet stockholders in the merger pursuant to the merger agreement exchange ratio of $28 million, which is referred to as the implied merger consideration value, and based on its net cash balance as of September 30, 2010.

Bank Street then derived a Transaction Value for Arbinet of $14.7 million, calculated based on the implied merger consideration value of $28 million and Arbinet s net cash balance of $13.3 million, reflecting the book value of its outstanding debt of $5.2 million and a cash balance of $18.5 million as of September 30, 2010.

Bank Street then calculated Arbinet s Transaction Value as a multiple, which is referred to as the Transaction Value/revenue multiple, of Arbinet s aggregate consolidated net revenue based on annualized quarterly revenue for quarter ended September 30, 2010 and excluding certain pass-through revenue items. Based on this analysis, Bank Street derived a Transaction Value/revenue multiple of Arbinet of 0.47x.

Contribution Analysis. Using financial data and forecasts provided by Arbinet s and Primus s management and the potential synergies estimated by Arbinet s management to result from the merger, Bank Street calculated the implied relative contributions of Arbinet s enterprise value and Primus s enterprise value to the pro-forma combined company s implied enterprise value, which Bank Street calculated using the implied transaction values applicable to each of Arbinet and Primus in the merger. For purposes of this analysis, Bank Street utilized Arbinet s Transaction Value as calculated in the manner described above under Transaction Value Multiples Analysis. Bank Street calculated the transaction value of Primus based on its net debt balance as of September 30, 2010 and the closing share price of its common stock on November 9, 2010.

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Bank Street compared the implied relative enterprise value contribution of each of Arbinet and Primus to the pro-forma company to the relative contributions of Arbinet and Primus to the following estimated 2011 financial and operating metrics of the pro-forma combined company using the financial forecasts of Primus as provided by its management and the sensitivity analysis of Arbinet s financial forecasts:

- 2011E gross revenue;
- 2011E net revenue;
- 2011E gross margin; and
- 2011E Adjusted EBITDA, calculated both without giving effect to the synergies expected to result from the merger and assuming the synergies expected to result from the merger are allocated 25%, 50% and 75% to Arbinet.

The following table indicates the results of this analysis:

	Arbinet Contribution	
	Low %	**High %**
Implied Pro-Forma Enterprise Value	4.8%	4.8%
2011E Gross Revenue[1]	30.8%	30.9%
2011E Net Revenue[2]	3.7%	3.9%
2011E Gross Margin	8.5%	8.9%
2011E Adjusted EBITDA		
Baseline (No Synergies)	1.2%	1.7%
Synergies[3] 25% Arbinet Credit	3.4%	3.8%
Synergies[3] 50% Arbinet Credit	5.6%	6.0%
Synergies[3] 75% Arbinet Credit	7.8%	8.2%

(1) Gross revenue represents all revenue recognized by both Arbinet and Primus including all pass through revenue.
(2) Net revenue represents gross revenue less any pass through revenue, including trading revenue.
(3) Synergies, per Arbinet estimates, include unrealized operating and direct cost synergies and do not include any potential revenue or capex synergies.

Public Market Valuation Analysis. Using publicly available information, Bank Street compared selected financial, operating and stock market information for Arbinet with the corresponding financial, operating and stock market information for certain publicly traded companies that Bank Street deemed to be reasonably comparable to Arbinet. The selected comparable companies considered by Bank Street were:

- IDT Corporation
- Phonetime, Inc.

Bank Street calculated an equity value for each of these selected companies and Arbinet and Primus based on their respective closing stock price as of November 9, 2010 and the number of common shares outstanding as reflected in publicly available information. Using these equity values, Bank Street calculated an enterprise value for each company by adding to these equity values the amount of each company s net debt, defined as long-term obligations less cash and cash equivalents, as reflected in its balance sheet included in the most recent publicly available quarterly data for each company.

Using the annualized quarterly net revenue for the last publicly available quarter, Bank Street calculated enterprise value as a multiple of net revenue, referred to as the net revenue multiple, for each of the selected comparable companies and Arbinet and Primus based on each company s respective annualized quarterly revenue for the last publicly available quarter.

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The following table indicates the results of this analysis:

Company		Enterprise Value/LQA Revenue
Arbinet Corporation Market Value		0.89x
IDT Corporation		0.16x
Phonetime Inc.		0.09x
Primus Telecommunications Group, Incorporated		0.39x
Mean[2]	*0.21x*	
Median[2]	*0.16x*	
Arbinet Transaction Value Multiple[1]		0.47x

(1) Arbinet Corporation Revenue Multiple calculated using the Transaction Value / Net Revenue.
(2) Arbinet Corporation excluded from the calculation of Mean and Median as shown.

None of the selected comparable companies is identical to Arbinet. In evaluating companies identified by Bank Street as comparable to Arbinet or otherwise relevant to its analysis of Arbinet, Bank Street made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters. Many of these matters are beyond Arbinet s control, such as: the impact of competition on Arbinet s business, the industry generally or the companies identified above; continued industry growth; and the absence of any material change in Arbinet s financial condition and prospects, the industry, the financial markets in general or the companies identified above. Accordingly, a complete analysis of the results of the foregoing calculations cannot be limited to a quantitative review of the results and involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies identified above and other factors that could affect the public trading dynamics of such companies, as well as those of Arbinet.

Comparable Acquisition Analysis. Using publicly available information, Bank Street compared certain financial and operating information and multiples implied by the merger with comparable financial and operating information based on two acquisition transactions in the comparable industry since the beginning of 2009.

For each of the transactions, Bank Street calculated and reviewed the transaction value of each target company as a multiple of its annualized last quarterly revenue, as indicated in the following table:

Announced Date	Acquiror	Target	Target Transaction Value/ LQA Adjusted EBITDA
October 14, 2010	Marca Tel, S.A. de C.V.	STI Prepaid, LLC	0.05x
July 12, 2009	KPN B.V.	iBasis, Inc.	0.21x

All calculations of multiples paid in the transactions identified above were based on public information available at the time of public announcement of such transactions. Bank Street s analysis generally did not take into account different market and other conditions during the period in which the transactions identified have occurred. The revenue figures obtained from public sources and used in the comparable transactions analysis use annualized last quarter revenue for the last publicly available quarter.

None of the transactions analyzed by Bank Street is identical to the proposed merger. Accordingly, a complete analysis of the results of the foregoing calculations cannot be limited to a quantitative review of the results and involves complex considerations and judgments concerning differences in financial and operating characteristics of the companies party to those transactions as well as the transactions and other factors that could affect the transactions and the proposed merger.

Discounted Cash Flow Analysis. Using the sensitivity analysis of Arbinet s financial forecasts, Bank Street performed a discounted cash flow analyses of Arbinet. For purposes of these analyses, Bank Street discounted to

present value as of December 31, 2010 (i) the adjusted estimates of stand-alone unlevered free cash flows for Arbinet for the years 2011 through 2014 and (ii) illustrative terminal values of Arbinet on a stand-alone basis as of December 31, 2014 derived by multiplying the adjusted estimates of Arbinet s terminal Adjusted EBITDA by multiples ranging from 3.0x to 4.0x. The present values of the cash flows and terminal values were calculated using discount rates ranging from 17.0% to 19.0%.

These discounted cash flow analyses indicated that the implied merger consideration value of $5.02 was above the range of implied per share values of Arbinet resulting from the discounted cash flow analyses.

Bank Street also performed a discounted cash flow analysis of Primus using financial data and forecasts provided by Primus s management. Primus s forecasts assume that Primus will continue to successfully grow their high margin hosted IP PBX and hosting business units at rates that will counter balance declines in revenue from other business segments and that Primus will either sell or discontinue certain non-core operations throughout its portfolio.

For purposes of this analysis, Bank Street discounted to present value as of December 31, 2010 (i) estimates of stand-alone unlevered free cash flows for Primus for the years 2011 through 2013 and (ii) illustrative terminal values of Primus on a stand-alone basis as of December 31, 2013 derived by multiplying estimates of Primus s terminal Adjusted EBITDA by multiples ranging from 3.0x to 4.0x. The present values of the cash flows and terminal values were calculated using discount rates ranging from 15.0% to 17.0%.

This analysis indicated that the merger consideration value of $9.5464 per share of Primus common stock was below the range of implied per share values of Primus resulting from the discounted cash flow analysis.

Bank Street also performed a discounted cash flow analysis of the pro-forma combined company using the financial data and forecasts for Primus as provided by its management and the financial data and the sensitivity analysis of Arbinet s financial forecasts. Bank Street also included in the combined projections for the pro-forma company the potential operational and financial benefits that Arbinet s management estimated to result from the merger. These benefits incorporate the benefits of a stronger pro-forma company as a competitor and general and administrative cost savings from headcount and overhead reductions. For the purposes of this analysis, Bank Street did not contemplate or quantify capital expenditure or revenue benefits that may arise from the combination of Arbinet and Primus.

For purposes of this analysis, Bank Street discounted to present value as of December 31, 2010 (i) estimates of the unlevered free cash flows for the pro-forma combined company for the years 2011 through 2013 and (ii) illustrative terminal values of the pro-forma combined company basis as of December 31, 2013 derived by multiplying estimates of the pro-forma combined company s terminal Adjusted EBITDA by multiples ranging from 3.0x to 4.0x. The present values of the cash flows and terminal values were calculated using discount rates ranging from 12.5% to 14.5%

This analysis indicated that the range of implied values per share of the pro-forma company s common stock resulting from the discounted cash flow analysis were well above the implied merger consideration value of $9.5464 per share of Primus s common stock. Bank Street also observed that the combined transaction values of each of Arbinet and Primus implied by the merger were well below the estimated enterprise valuation range for the pro-forma combined company implied by the discounted cash flow analysis. While discounted cash flow analysis is a widely accepted and practiced valuation methodology, it relies on a number of assumptions, including discount rates. The valuation derived from the discounted cash flow analysis is not necessarily indicative of Arbinet s present or future value or results.

General. The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances; therefore, such opinion is not readily susceptible to partial or summary description. The

fact that any specific analysis has been referred to in the summary above or in this joint proxy statement/prospectus is not meant to indicate that such analysis was given more weight than any other analysis. No company, business or transaction used in such analyses as a comparison is identical to Arbinet or to the proposed merger, nor is an evaluation of such analyses entirely mathematical. In arriving at its opinion, Bank Street did not attribute any particular weight to any analysis or factor considered by it, but rather made qualitative judgments as to the significance and relevance of each analysis and factor. Accordingly, Bank Street believes that its analyses must be considered as a whole and that selecting portions of its analyses and the factors considered by it, without considering all analyses and factors, would, in the view of Bank Street, create an incomplete and misleading view of the analyses underlying Bank Street s opinion. The analyses performed by Bank Street include analyses based upon forecasts of future results, which results may be significantly more or less favorable than those upon which Bank Street s analyses were based. The analyses do not purport to be appraisals or to reflect the prices at which Arbinet s common stock may trade at any time after the announcement of the proposed transaction. Because the analyses are inherently subject to uncertainty, being based upon numerous factors and events, including, without limitation, factors relating to general economic and competitive conditions beyond the control of the parties and their respective advisors, neither Bank Street nor any other person assumes responsibility if future results or actual values are materially different from those contemplated above.

Arbinet s board retained Bank Street based upon Bank Street s experience and expertise. Bank Street is a nationally recognized investment banking firm with substantial experience in transactions similar to the proposed transaction, particularly in the telecommunications industry. Bank Street is actively engaged in the valuation of businesses and securities in connection with business combinations and acquisitions and for other purposes.

Bank Street acted as financial advisor to Arbinet in connection with the merger and will receive a fee from Arbinet for its services equal to 1.75% of the aggregate consideration paid to Arbinet common stockholders (defined as the aggregate number of shares of Primus common stock received by Arbinet stockholders in the merger multiplied by the average of the last sales prices of Primus s common stock for the five trading days ending five trading days prior to the closing of the merger), subject to a $500,000 floor and certain adjustments, of which $25,000 was paid at the commencement of Bank Street s engagement, $175,000 was contingent upon Arbinet s request that Bank Street render its opinion and Bank Street s acknowledgment that it was prepared to do so and the remainder is contingent upon consummation of the merger. Based on the implied merger consideration value, Bank Street estimates the aggregate amount of the fee to be approximately $500,000, but the exact amount of the fee will not be known until the merger is completed. In addition, Arbinet has agreed to reimburse Bank Street for certain of its expenses and indemnify Bank Street, its affiliated entities, directors, officers, employees, associated persons, legal counsel, agents and controlling persons (within the meaning of the federal securities laws), from and against all losses arising out of or in connection with its engagement by Arbinet s board of directors. Bank Street has, in the past, provided financial advisory and financing services to Arbinet and may continue to do so and has received, and may receive, fees for the rendering of such services, including having undertaken a comprehensive strategic and financial review of Arbinet beginning in April 2008. Bank Street s opinion was approved by a fairness committee of Bank Street.

The summary set forth above of the material analyses performed by Bank Street does not purport to be a complete description of the analyses performed by Bank Street in arriving at its opinion and is qualified entirely by reference to the written opinion of Bank Street attached as Annex B to this joint proxy statement/prospectus.

Opinion of Primus s Financial Advisor

On November 10, 2010, Houlihan Lokey rendered its oral opinion to Primus s board of directors (which opinion was confirmed in writing by delivery of Houlihan Lokey s written opinion dated November 10, 2010), as to the fairness, from a financial point of view, to Primus, as of November 10, 2010, of the exchange ratio provided for in the merger pursuant to the merger agreement, based upon and subject to the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Houlihan Lokey in preparing its opinion.

Houlihan Lokey s opinion was directed to Primus s board of directors and only addressed the fairness from a financial point of view to Primus, as of November 10, 2010, of the exchange ratio provided for in the merger pursuant to the merger agreement and did not address any other aspect or implication of the merger. The summary of Houlihan Lokey s opinion in this joint proxy statement/prospectus is qualified in its entirety by reference to the full text of its written opinion, which is included as Annex C to this joint proxy statement/prospectus and sets forth the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Houlihan Lokey in preparing its opinion. However, neither Houlihan Lokey s opinion nor the summary of its opinion and the related analyses set forth in this joint proxy statement/prospectus are intended to be, and do not constitute, a recommendation to Primus s board of directors or any stockholder as to how to act or vote with respect to the merger or related matters.

In arriving at its opinion, Houlihan Lokey, among other things:

1. reviewed a draft, dated November 10, 2010, of the merger agreement;

2. reviewed certain publicly available business and financial information relating to Arbinet and Primus that Houlihan Lokey deemed to be relevant;

3. reviewed certain information relating to the historical, current and future operations, financial condition and prospects of Arbinet and Primus made available to Houlihan Lokey by Arbinet and Primus, including (a) financial projections (and adjustments thereto) prepared by the managements of Arbinet and Primus relating to Arbinet for the fiscal years ending 2010 through 2014 and Primus for the fiscal years ending 2010 through 2013 and (b) certain forecasts and estimates of potential cost savings, operating efficiencies, revenue effects and other synergies expected to result from the merger, all as prepared by the managements of Arbinet and Primus, referred to as the synergies;

4. spoke with certain members of the managements of Arbinet and Primus and certain of their representatives and advisors regarding the respective businesses, operations, financial condition and prospects of Arbinet and Primus, the merger and related matters;

5. compared the financial and operating performance of Arbinet and Primus with that of other public companies that Houlihan Lokey deemed to be relevant;

6. reviewed the current and historical market prices and trading volume for certain of Arbinet s and Primus s publicly traded securities, and the historical market prices and certain financial data of the publicly traded securities of certain other companies that Houlihan Lokey deemed to be relevant; and

7. conducted such other financial studies, analyses and inquiries and considered such other information and factors as Houlihan Lokey deemed appropriate.

Houlihan Lokey relied upon and assumed, without independent verification, the accuracy and completeness of all data, material and other information furnished, or otherwise made available, to Houlihan Lokey, discussed with or reviewed by Houlihan Lokey, or publicly available,

and did not assume any responsibility with respect to such data, material and other information. In addition, managements of Arbinet and Primus advised Houlihan Lokey, and Houlihan Lokey assumed, that the financial projections (and adjustments thereto) reviewed by it were reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of such

managements as to the future financial results and condition of Arbinet and Primus, and Houlihan Lokey expressed no opinion with respect to such projections or the assumptions on which they were based. Furthermore, upon the advice of the managements of Arbinet and Primus, Houlihan Lokey assumed that the estimated synergies reviewed by it were reasonably prepared in good faith on bases reflecting the best currently available estimates and judgments of the managements of Arbinet and Primus and that the synergies would be realized in the amounts and the time periods indicated thereby, and Houlihan Lokey expressed no opinion with respect to such synergies or the assumptions on which they were based. For purposes of its analyses and its opinion, at Primus s direction Houlihan Lokey attributed no value to the ownership of any of the patents that, subject to Primus being granted a royalty-free, worldwide, assignable (on a non-exclusive basis), perpetual license and right to use any and all such patents and associated rights, may be sold pursuant to the IP Sale (as defined in the merger agreement) or spun-off to Arbinet s stockholders and assumed that the IP Sale or any such spin-off would not otherwise have an adverse effect on the contemplated benefits of the merger, financial or otherwise, to Primus. Houlihan Lokey relied upon and assumed, without independent verification, that there had been no change in the business, assets, liabilities, financial condition, results of operations, cash flows or prospects of Arbinet or Primus since the respective dates of the most recent financial statements and other information, financial or otherwise, provided to Houlihan Lokey that would be material to its analyses or its opinion, and that there was no information or any facts that would make any of the information reviewed by Houlihan Lokey incomplete or misleading.

Houlihan Lokey relied upon and assumed, without independent verification, that (a) the representations and warranties of all parties to the merger agreement and all other related documents and instruments that are referred to therein were true and correct, (b) each party to the merger agreement and such other related documents and instruments would fully and timely perform all of the covenants and agreements required to be performed by such party, (c) all conditions to the consummation of the merger would be satisfied without waiver thereof, and (d) the merger would be consummated in a timely manner in accordance with the terms described in the merger agreement and such other related documents and instruments, without any amendments or modifications thereto. Houlihan Lokey also assumed, with Primus s consent, that the merger would be treated as a tax-free transaction. Houlihan Lokey also relied upon and assumed, without independent verification, that (i) the merger would be consummated in a manner that complies in all respects with all applicable federal and state statutes, rules and regulations and (ii) all governmental, regulatory, and other consents and approvals necessary for the consummation of the merger would be obtained and that no delay, limitations, restrictions or conditions would be imposed or amendments, modifications or waivers made that would result in the disposition of any assets of Arbinet or Primus, or otherwise have an effect on Arbinet or Primus or any expected benefits of the merger that would be material to Houlihan Lokey s analyses or its opinion. At the direction of Primus, Houlihan Lokey also assumed that any adjustments to the exchange ratio pursuant to the merger agreement would not in any way be material to Houlihan Lokey s analyses or its opinion. In addition, Houlihan Lokey relied upon and assumed, without independent verification, that the final form of the merger agreement would not differ in any respect from the draft of the merger agreement identified above.

Furthermore, in connection with its opinion, Houlihan Lokey was not requested to make, and did not make, any physical inspection or independent appraisal or evaluation of any of the assets, properties or liabilities (fixed, contingent, derivative, off-balance-sheet or otherwise) of Arbinet, Primus or any other party, nor was Houlihan Lokey provided with any such appraisal or evaluation. Houlihan Lokey did not estimate, and expressed no opinion regarding, the liquidation value of any entity or business. Houlihan Lokey did not undertake any independent analysis of any potential or actual litigation, regulatory action, possible unasserted claims or other contingent liabilities, to which Arbinet or Primus was or may be a party or was or may be subject, or of any governmental investigation of any possible unasserted claims or other contingent liabilities to which Arbinet or Primus was or may be a party or was or may be subject.

Houlihan Lokey was not requested to, and did not, (a) initiate or participate in any discussions or negotiations with, or solicit any indications of interest from, third parties with respect to the merger, the securities, assets, businesses or operations of Arbinet or any other party, or any alternatives to the merger,

(b) negotiate the terms of the merger or (c) advise the Primus board of directors or any other party with respect to alternatives to the merger. Houlihan Lokey s opinion was necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to Houlihan Lokey as of, the date of its opinion. Houlihan Lokey did not undertake, and is under no obligation, to update, revise, reaffirm or withdraw its opinion, or otherwise comment on or consider events occurring or coming to Houlihan Lokey s attention after the date of its opinion. Houlihan Lokey is not expressing any opinion as to what the value of Arbinet common stock or Primus common stock actually will be when exchanged or issued, respectively, pursuant to the merger or the price or range of prices at which Arbinet common stock or Primus common stock may be purchased or sold at any time.

Houlihan Lokey s opinion was furnished for the use and benefit of the Primus board of directors (solely in its capacity as such) in connection with its consideration of the merger and may not be used for any other purpose without Houlihan Lokey s prior written consent. Houlihan Lokey s opinion should not be construed as creating any fiduciary duty on Houlihan Lokey s part to any party. Houlihan Lokey s opinion was not intended to be, and does not constitute, a recommendation to the Primus board of directors, any security holder or any other person as to how to act or vote with respect to any matter relating to the merger.

Houlihan Lokey s opinion only addressed whether, as of the date of the opinion, the exchange ratio provided for in the merger pursuant to the merger agreement was fair to Primus from a financial point of view and did not address any other aspect or implication of the merger or any agreement, arrangement or understanding entered into in connection therewith or otherwise. In addition, Houlihan Lokey was not requested to opine as to and its opinion did not express an opinion as to or otherwise address, among other things: (i) the underlying business decision of Primus, its security holders or any other party to proceed with or effect the merger, (ii) the terms of any arrangements, understandings, agreements or documents related to, or the form, structure or any other portion or aspect of, the merger or otherwise (other than the exchange ratio to the extent expressly specified herein), (iii) the fairness of any portion or aspect of the merger to the holders of any class of securities, creditors or other constituencies of Primus, Arbinet or to any other party, except if and only to the extent expressly set forth in the last sentence of its opinion attached hereto as Appendix C, (iv) the relative merits of the merger as compared to any alternative business strategies that might exist for Primus, Arbinet or any other party or the effect of any other transaction in which Primus, Arbinet or any other party might engage, (v) the fairness of any portion or aspect of the merger to any one class or group of Primus s, Arbinet s or any other party s security holders vis-à-vis any other class or group of Primus s, Arbinet s or such other party s security holders (including, without limitation, the allocation of any consideration amongst or within such classes or groups of security holders), (vi) whether or not Primus, Arbinet, their respective security holders or any other party is receiving or paying reasonably equivalent value in the merger, (vii) the solvency, creditworthiness or fair value of Arbinet, Primus or any other participant in the merger, or any of their respective assets, under any applicable laws relating to bankruptcy, insolvency, fraudulent conveyance or similar matters, or (viii) the fairness, financial or otherwise, of the amount, nature or any other aspect of any compensation to or consideration payable to or received by any officers, directors or employees of any party to the merger, any class of such persons or any other party, relative to the exchange ratio or otherwise. Furthermore, no opinion, counsel or interpretation was intended in matters that require legal, regulatory, accounting, insurance, tax or other similar professional advice. It was assumed that such opinions, counsel or interpretations had been or would be obtained from the appropriate professional sources. Furthermore, Houlihan Lokey relied, with Primus s consent, on the assessments by Primus, Arbinet and their respective advisors, as to all legal, regulatory, accounting, insurance and tax matters with respect to Primus, Arbinet and the merger. The issuance of Houlihan Lokey s opinion was approved by a committee of Houlihan Lokey authorized to approve opinions of its nature.

In preparing its opinion to the Primus board of directors, Houlihan Lokey performed a variety of analyses, including those described below. The summary of Houlihan Lokey s analyses provided below is not a complete description of the analyses underlying Houlihan Lokey s opinion. The preparation of a fairness opinion is a complex process involving various quantitative and qualitative judgments and determinations with respect to the financial, comparative and other analytical methods employed and the adaptation and application of these

methods to the unique facts and circumstances presented. As a consequence, neither a fairness opinion nor its underlying analyses is readily susceptible to summary description. Houlihan Lokey arrived at its opinion based on the results of all analyses undertaken by it and assessed as a whole and did not draw, in isolation, conclusions from or with regard to any individual analysis, methodology or factor. Accordingly, Houlihan Lokey believes that its analyses and the following summary must be considered as a whole and that selecting portions of its analyses, methodologies and factors or focusing on information presented in tabular format, without considering all analyses, methodologies and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying Houlihan Lokey s analyses and opinion. Each analytical technique has inherent strengths and weaknesses, and the nature of the available information may further affect the value of particular techniques.

In performing its analyses, Houlihan Lokey considered general business, economic, industry and market conditions, financial and otherwise, and other matters as they existed on, and could be evaluated as of, the date of the opinion. Houlihan Lokey s analyses involved judgments and assumptions with regard to industry performance, general business, economic, regulatory, market and financial conditions and other matters, many of which are beyond the control of Primus, such as the impact of competition on the business of Primus and on the industry generally, industry growth and the absence of any adverse material change in the financial condition and prospects of Primus or the industry or in the markets generally. No company, transaction or business used in Houlihan Lokey s analyses for comparative purposes is identical to Primus or the proposed merger and an evaluation of the results of those analyses is not entirely mathematical. Houlihan Lokey believes that mathematical derivations (such as determining average and median) of financial data are not by themselves meaningful and should be considered together with qualities, judgments and informed assumptions. The estimates contained in Primus s and Arbinet s analyses and the implied reference range values indicated by Houlihan Lokey s analyses are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than those suggested by the analyses. In addition, any analyses relating to the value of assets, businesses or securities do not purport to be appraisals or to reflect the prices at which businesses or securities actually may be sold, which may depend on a variety of factors, many of which are beyond the control of Primus. Much of the information used in, and accordingly the results of, Houlihan Lokey s analyses are inherently subject to substantial uncertainty.

Houlihan Lokey s opinion was provided to Primus s board of directors in connection with its consideration of the proposed merger and was only one of many factors considered by Primus s board of directors in evaluating the proposed merger. Neither Houlihan Lokey s opinion nor its analyses were determinative of the exchange ratio or of the views of Primus s board of directors or management with respect to the merger or the exchange ratio. The type and amount of consideration payable in the merger were determined through negotiation between Arbinet and Primus, and Primus s decision to enter into the merger was solely that of Primus s board of directors.

The following is a summary of the material analyses reviewed by Houlihan Lokey with Primus s board of directors in connection with Houlihan Lokey s opinion rendered on November 10, 2010. The order of the analyses does not represent relative importance or weight given to those analyses by Houlihan Lokey. The analyses summarized below include information presented in tabular format. The tables alone do not constitute a complete description of the analyses. Considering the data in the tables below without considering the full narrative description of the analyses, as well as the methodologies underlying, and the assumptions, qualifications and limitations affecting, each analysis, could create a misleading or incomplete view of Houlihan Lokey s analyses.

For purposes of its analyses, Houlihan Lokey reviewed a number of financial metrics, including:

Enterprise Value calculated as the value of the relevant company s outstanding equity securities (taking into account its outstanding warrants and other convertible securities) based on the relevant company s closing stock price, or equity value, plus net debt (calculated as outstanding indebtedness, preferred stock and capital lease obligations less the amount of cash on its balance sheet), as of a specified date.

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Earnings before interest, taxes, depreciation, and amortization, or EBITDA, of the relevant company for a given time period.
Unless the context indicates otherwise, enterprise values and equity values derived from the selected companies analysis described below were calculated using the closing price of Primus common stock and the common stock of the selected companies listed below as of November 9, 2010. Accordingly, this information may not reflect current or future market conditions. Estimates of future financial performance for Primus and Arbinet were based on estimates provided by Primus management with respect to Primus and management of Arbinet with respect to Arbinet. Estimates of 2010 Revenue for the selected companies listed below were based on certain publicly available consensus research analyst estimates for those companies. For purposes of its analyses, and with Primus s consent, Houlihan Lokey calculated an implied exchange ratio in the merger of 0.526x based on the number of shares of Arbinet common stock outstanding as of September 30, 2010 and plus the number of shares of Arbinet common stock issuable pursuant to certain outstanding options, warrants, restricted stock unit awards and performance share awards under Arbinet s stock incentive plans that may become issuable as Primus common stock at or after the effective time of the merger in accordance with the terms of the merger agreement calculated using the treasury method.

Selected Companies Analysis. Houlihan Lokey calculated multiples of enterprise value based on certain financial data for Primus, Arbinet and the following selected companies:

8x8 Inc.

Vonage Holdings Corporation

PAETEC Holding Corp.

Cbeyond, Inc.

Phonetime Inc.

IDT Corporation

The selected companies were selected because they were deemed to be similar to Primus and Arbinet in one or more respects that included nature of business, size, diversification, financial performance and geographic concentration. No specific numeric or other similar criteria were used to select the selected companies and all criteria were evaluated in their entirety without application of definitive qualifications or limitations to individual criteria. As a result, a significantly larger or smaller company with substantially similar lines of businesses and business focus may have been included while a similarly sized company with less similar lines of business and greater diversification may have been excluded. Houlihan Lokey identified what it believed to be a sufficient number of companies for purposes of its analysis but may not have included all companies that might be deemed comparable to Primus or Arbinet.

The calculated multiples included:

Enterprise value as a multiple of Last Twelve Months (LTM) Revenue as of September 30, 2010; and

Enterprise value as a multiple of estimated Next Fiscal Year 2010 Revenue.

The selected companies analysis indicated the following implied exchange ratio reference ranges without synergies, as compared to the implied exchange ratio in the merger of 0.526 share of Primus common stock per share of Arbinet common stock:

Implied Exchange Ratio Reference Range (Enterprise Value as a multiple of LTM Revenue) without Synergies	Implied Exchange Ratio Reference Range (Enterprise Value as a multiple of NFY Revenue) without Synergies	Implied Exchange Ratio in the Merger
0.461-1.055	0.484-1.124	0.526

The selected companies analysis indicated the following implied exchange ratio reference ranges with synergies, as compared to the implied exchange ratio in the merger of 0.526 share of Primus common stock per share of Arbinet common stock:

Implied Exchange Ratio Reference Range (Enterprise Value as a multiple of LTM Revenue) with Synergies	Implied Exchange Ratio Reference Range (Enterprise Value as a multiple of NFY Revenue) with Synergies	Implied Exchange Ratio in the Merger
0.841-1.614	0.882-1.716	0.526

Discounted Cash Flow Analysis. Houlihan Lokey performed a discounted cash flow analysis of each of Arbinet and Primus by calculating the estimated net present value of the unlevered, after-tax free cash flows that each of Arbinet and Primus were forecasted to generate through 2014 for Arbinet and 2013 for Primus based on estimates and assumptions provided by the management of Arbinet with respect to Arbinet forecasts and estimates and assumptions provided by the management of Primus with respect to the Primus forecasts. Houlihan Lokey calculated terminal values for Primus by applying a range of terminal value EBITDA multiples of 3.00x to 3.50x to Primus s 2013 estimated EBITDA. The present values of the cash flows and terminal values were then calculated using discount rates ranging from 11.0% to 15.0%. Houlihan Lokey calculated terminal values for Arbinet by applying a range of terminal value EBITDA multiples of 3.00x to 5.00x to Arbinet s 2014 estimated EBITDA. The present values of the cash flows and terminal values were then calculated using discount rates ranging from 11.0% to 15.0%.

The discounted cash flow analysis indicated the following implied exchange ratio reference ranges with and without synergies, as compared to the implied exchange ratio in the merger of 0.526 share of Primus common stock per share of Arbinet common stock:

Implied Exchange Ratio Reference Range indicated by DCF without Synergies	Implied Exchange Ratio Reference Range indicated by DCF with Synergies	Implied Exchange Ratio in the Merger
0.295-0.565	0.563-0.963	0.526

Other Matters

Pursuant to the engagement letter dated August 9, 2010, Houlihan Lokey was engaged by Primus to provide financial advisory services in connection with the proposed transaction. Houlihan Lokey is regularly engaged to provide advisory services in connection with mergers and acquisitions, financings, and financial restructurings. Pursuant to the engagement letter, Primus agreed to pay Houlihan Lokey a customary fee for its services, a portion of which became payable upon the delivery of Houlihan Lokey s opinion, regardless of the conclusion reached therein. No portion of Houlihan Lokey s fee is contingent upon the successful completion of the merger. Primus has also agreed to reimburse Houlihan Lokey for certain expenses and to indemnify Houlihan Lokey, its affiliates and certain related parties against certain liabilities and expenses, including certain liabilities under the federal securities laws arising out of or relating to Houlihan Lokey s engagement.

In the ordinary course of business, certain of Houlihan Lokey s affiliates, as well as investment funds in which they may have financial interests, may acquire, hold or sell long or short positions, or trade or otherwise effect transactions, in debt, equity and other securities and financial instruments (including loans and other obligations) of, or investments in, Arbinet, Primus or any other party that may be involved in the merger and their respective affiliates or any currency or commodity that may be involved in the merger.

Houlihan Lokey and certain of its affiliates may provide investment banking, financial advisory and other financial services to Arbinet, Primus, other participants in the merger or certain of their respective affiliates in the

future, for which Houlihan Lokey and such affiliates may receive compensation. Furthermore, in connection with bankruptcies, restructurings and similar matters, Houlihan Lokey and certain of its affiliates may have in the past acted, may currently be acting and may in the future act as financial advisor to debtors, creditors, equity holders, trustees and other interested parties (including, without limitation, formal and informal committees or groups of creditors) that may have included or represented and may include or represent, directly or indirectly, or may be or have been adverse to, Arbinet, Primus, other participants in the merger or certain of their respective affiliates, for which advice and services Houlihan Lokey and such affiliates have received and may receive compensation.

Accounting Treatment

Primus will account for the merger under the acquisition method of accounting for business combinations under generally accepted accounting principles with Primus being deemed to have acquired Arbinet. This means that the assets and liabilities of Arbinet will be recorded, as of the completion of the merger, at their fair values and added to those of Primus, including an amount for goodwill representing the difference between the purchase price and fair value of the identifiable net assets. Financial statements of Primus issued after the merger will reflect only the operations of Arbinet s business after the merger and will not be restated retroactively to reflect the historical financial position or results of operations of Arbinet.

Delisting and Deregistration of Arbinet Common Stock

If the merger is completed, Arbinet common stock will be delisted from the NASDAQ and deregistered under the Exchange Act.

Restrictions on Sales of Shares of Primus Common Stock Received in the Merger

The shares of Primus common stock to be issued in connection with the merger will be registered under the Securities Act and will be freely transferable, except for shares of Primus common stock issued to any person who is deemed to be an affiliate of Primus after the effective time of the merger. Arbinet stockholders who become affiliates of Primus as a result of the merger may not sell any of the shares of Primus common stock received by them in connection with the merger except pursuant to an effective registration statement under the Securities Act covering the resale of those shares or any applicable exemption under Rule 144 or otherwise under the Securities Act.

Board of Directors and Management of Primus Following the Merger

Primus s board of directors and executive officers will remain the same following the merger as they are immediately before the merger becomes effective.

Interests of Certain Persons in the Merger that May be Different from Your Interests

In considering the recommendation of the board of directors of Arbinet to vote for the proposal to approve and adopt the merger agreement, stockholders of Arbinet should be aware that members of the Arbinet board of directors and certain of Arbinet s executive officers have agreements or arrangements that provide them with interests in the merger that are in addition to the interests of Arbinet stockholders. The Arbinet board of directors was aware of these interests during its deliberations with respect to the merger and in deciding to recommend that Arbinet stockholders vote for the approval and adoption of the merger agreement.

The following table sets forth the payments to be made to Arbinet s executive officers in connection with the merger, assuming the merger occurs on January 7, 2011:

Name	Cash ($)	Equity ($)	Perquisites/ Benefits ($)	Total ($)
Shawn F. O Donnell	680,000(1)	344,101(2)(3)	25,000(4)	1,049,101
Gary G. Brandt	260,000(5)	60,346(6)	17,676(7)	338,022
Christie A. Hill	240,000(5)	60,346(6)	25,000(4)	325,346

(1) Mr. O Donnell is entitled to severance in an amount equal to the sum of (a) one times his base salary in effect on the date of termination of $340,000 and (b) a lump sum payment equal to his target bonus. Mr. O Donnell s target bonus for 2010 is $340,000.

(2) Upon a change in control, assuming that the successor company does not assume or replace Mr. O Donnell s equity grants, 50% of Mr. O Donnell s unvested stock appreciation rights, stock options, restricted stock and restricted stock units will vest. As a result, Mr. O Donnell would be entitled to an incremental value of $19,500, $4,500, $2,460 and $63,300 attributable to gains realized for the acceleration of the unvested stock appreciation rights, stock options, restricted stock and restricted stock units, respectively, as of January 7, 2011, using the closing stock price of $8.44 on January 7, 2011. Upon Mr. O Donnell s termination without cause or for good reason within twelve months of a change in control, assuming that the successor company does not assume or replace Mr. O Donnell s equity grants, the remaining 50% of Mr. O Donnell s unvested stock appreciation rights, stock options, restricted stock and restricted stock units will vest. As a result, Mr. O Donnell would be entitled to an additional incremental value of $19,500, $4,500, $2,460, and $63,300 attributable to gains realized for the acceleration of the unvested stock appreciation rights, stock options, restricted stock and restricted stock units, respectively, as of January 7, 2011, using the closing stock price of $8.44 on January 7, 2011.

(3) Additionally, Mr. O Donnell would receive 19,500 shares of Arbinet common stock under the 2010 performance share awards, equal to 100% of the target shares, if the measurement date for the performance goals under such grant has not occurred prior to the effective time of the merger. At the closing price of $8.44 on January 7, 2011, the value of the shares would be $164,580.

(4) Represents amounts for reimbursement for certain COBRA payments for a period of one year following the date of termination and amounts for potential employer contributions to the retirement plan for one year following the date of termination. Pursuant to the terms of the employment agreements with each of Mr. O Donnell and Ms. Hill, the total of reimbursement for certain COBRA payments and contributions to the Arbinet retirement plan cannot exceed $25,000.

(5) Each of Mr. Brandt and Ms. Hill is entitled to severance in an amount equal to one times his/her base salary in effect on the date of termination.

(6) Upon a change in control on January 7, 2011, each of Mr. Brandt and Ms. Hill would receive 7,150 shares of Arbinet common stock under the 2010 performance share awards, equal to 100% of their respective target shares, if the measurement for the performance goals under such grants has not occurred prior to the effective time of the merger. At the closing price of $8.44 on January 7, 2011, the value of the shares due to each of Mr. Brandt and Ms. Hill under the 2010 performance share awards would be $60,346.

(7) Represents amounts for reimbursement for certain COBRA payments for a period of one year following the date of termination.

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The following table sets forth the payments to be made to each of Arbinet s non-employee directors in connection with the merger, assuming the merger occurs on January 7, 2011:

Name	Equity ($)(1)
Jose A. Cecin, Jr.	11,959
Randall Kaplan	4,877
Stanley C. Kreitman	14,762
John B. Penney	14,762
Robert M. Pons	4,626
David C. Reymann	0

(1) Upon a change of control and assuming their termination, 100% of the non-employee directors unvested stock options and restricted stock will vest.

Arbinet Director and Executive Officer Equity Awards

Options

At the effective time of the merger, each outstanding option to purchase Arbinet common stock, whether or not exercisable or vested, will be converted into an option to acquire, on the same terms and conditions as were applicable under such option immediately prior to the effective time of the merger, the number of shares of Primus common stock equal to the product of (i) the number of shares of Arbinet common stock subject to the option immediately prior to the effective time of the merger multiplied by (ii) the exchange ratio, rounded down to the nearest whole share. The exercise price per share of Primus common stock subject to the option will be an amount (rounded down to the nearest whole cent) equal to the quotient of (x) the exercise price per share of Arbinet common stock subject to the option immediately prior to the effective time of the merger divided by (y) the exchange ratio, with any fractional cents rounded up to the nearest whole cent.

Restricted Stock

Each restricted stock award of Arbinet outstanding immediately prior to the effective time of the merger will be converted into the right to receive the per share merger consideration discussed under Terms of the Merger Agreement Per Share Merger Consideration on page 134. Each converted restricted stock award will be subject to the same terms, conditions and restrictions as were applicable to such award immediately prior to the effective time of the merger.

Warrants

At the effective time of the merger, each warrant to purchase shares of Arbinet common stock that is outstanding immediately prior to the effective time of the merger will be converted into a right to acquire shares of Primus common stock on the same contractual terms and conditions as were in effect immediately prior to the effective time of the merger. The number of shares of Primus common stock subject to each such converted warrant will be equal to the product of (i) the number of shares of Arbinet common stock subject to each such warrant immediately prior to the effective time of the merger multiplied by (ii) the exchange ratio, rounded down to the nearest whole share. Each converted warrant will have an exercise price per share (rounded up to the nearest whole cent) equal to the quotient of (x) the exercise price per share of Arbinet common stock subject to the converted warrant immediately prior to the effective time of the merger divided by (y) the exchange ratio, with any fractional cents rounded up to the nearest whole cent.

Restricted Stock Units

At the effective time of the merger, each restricted stock unit award of Arbinet outstanding immediately prior to the effective time of the merger will be converted into a restricted stock unit award relating to the number of shares of Primus common stock equal to the product of (i) the number of shares of Arbinet common stock

relating to such restricted stock unit award immediately prior to the effective of the of merger multiplied by (ii) the exchange ratio, rounded down to the nearest whole share. Each converted restricted stock unit award will be subject to the same terms, conditions and restrictions as were applicable to such award immediately prior to the effective time of the merger.

Stock Appreciation Rights

At the effective time of the merger, each outstanding stock appreciation right of Arbinet, whether or not exercisable or vested, will be converted into a stock appreciation right to acquire, on the same terms and conditions as were applicable to the stock appreciation right immediately prior to the effective time of the merger, the number of shares of Primus common stock equal to the product of (i) the number of shares of Arbinet common stock subject to such stock appreciation right immediately prior to the effective time of the merger multiplied by (ii) the exchange ratio, rounded down to the nearest whole cent. The exercise price per share of Primus common stock subject to any such converted stock appreciation right will be an amount (rounded up to the nearest whole cent) equal to the quotient of (x) the exercise price per share of Arbinet common stock subject to the stock appreciation right immediately prior to the effective time of the merger divided by (y) the exchange ratio, rounded up to the nearest whole cent.

Performance Shares

Immediately prior to the effective time of the merger, the performance goals under any then outstanding performance share award of Arbinet for which the measurement date has not occurred will be deemed to have been achieved at the target performance level, and each share of restricted stock represented by such performance share award will be deemed to have been issued, and such performance share restricted stock award will be converted into a restricted stock award relating to the number of shares of Primus common stock equal to the product of (i) the number of shares of Arbinet common stock relating to the performance share restricted stock award immediately prior to the effective time of the merger multiplied by (ii) the exchange ratio, rounded down to the nearest whole share. Each converted performance share restricted stock award will be subject to the same terms, conditions and restrictions as were applicable under the award immediately prior to the effective time of the merger. Immediately prior to the effective time of the merger, each performance share award for which the measurement date has occurred and for which Arbinet has not issued the performance share restricted stock awards will be converted into a performance share award relating to the number of shares of Primus common stock equal to the product of (x) the number of shares of Arbinet common stock relating to such performance share award immediately prior to the effective time of the merger multiplied by (y) the exchange ratio, rounded down to the nearest whole share. Each such converted performance share award will be subject to the same terms, conditions and restrictions as were applicable under such performance share award immediately prior to the effective time of the merger.

Under the terms of the 2004 Stock Incentive Plan, as amended, which is referred to as the 2004 plan, pursuant to which Arbinet s director and executive officer equity awards are granted, upon completion of the merger, (1) 100% of the unvested awards to outside directors will immediately vest and (2) 50% of the unvested awards to executive officers will immediately vest. In addition, if an executive officer is terminated without cause (as defined in that officer s employment agreement) within a year following the completion of the merger or if the executive officer terminates his or her employment for good reason (as defined in that officer s employment agreement) within that same period, then any unvested equity awards to that executive will immediately vest upon termination.

Severance Benefits

Under the terms of their employment agreements, upon completion of the merger, Messrs. O Donnell and Brandt and Ms. Hill will each be entitled to the payment of severance if his/her employment is terminated in specified circumstances, including if he/she voluntarily terminates his/her employment for good reason.

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If (i) Arbinet terminates Mr. O Donnell s employment without cause either (a) before a change in control of Arbinet or (b) within 12 months of a change in control of Arbinet, or (ii) Mr. O Donnell terminates his employment for good reason within 12 months of a change in control of Arbinet, Mr. O Donnell will be entitled to receive:

- a severance payment equal to Mr. O Donnell s one year base salary at the rate in effect on the date of termination;
- reimbursement for certain COBRA payments for a period of one year following the date of termination;
- an amount equal to potential employer contributions to Arbinet s retirement plan for one year; and
- any accrued and unpaid salary and vacation time as of the date of termination.

The total amounts to be paid to Mr. O Donnell under the second and third bullet points cannot be more than $25,000. In addition, in the event Arbinet terminates Mr. O Donnell s employment without cause within 12 months of a change in control of Arbinet or Mr. O Donnell terminates his employment for good reason within 12 months of a change in control of the Company, Mr. O Donnell is entitled to receive a lump sum payment in an amount equal to Mr. O Donnell s target bonus opportunity then in effect.

If (i) Arbinet terminates Mr. Brandt s employment without cause either (a) before a change in control of Arbinet or (b) within 12 months of a change in control of Arbinet or (ii) Mr. Brandt terminates his employment for good reason within 12 months of a change in control of Arbinet, Mr. Brandt will be entitled to receive:

- a severance payment equal to Mr. Brandt s 12-month base salary at the rate in effect on the date of termination;
- reimbursement for certain COBRA payments for a period of one year following the date of termination; and
- any accrued and unpaid salary and vacation time as of the date of termination.

If (i) Arbinet terminates Ms. Hill s employment without cause either (a) before a change in control of Arbinet or (b) within 12 months of a change in control of Arbinet, or (ii) Ms. Hill terminates her employment for good reason within 12 months of a change in control of Arbinet, Ms. Hill will be entitled to receive:

- a severance payment equal to Ms. Hill s 12-month base salary at the rate in effect on the date of termination;
- reimbursement for certain COBRA payments for a period of one year following the date of termination;
- an amount equal to potential employer contributions to Arbinet s retirement plan for one year; and
- any accrued and unpaid salary and vacation time as of the date of termination.

The total amounts to be paid to Ms. Hill under the second and third bullet points cannot be more than $25,000. In addition, if within 12 months of a change of control of Arbinet, Ms. Hill s employment is terminated without cause, or Ms. Hill terminates her employment for good reason, in addition to the payments and benefits set forth above, Ms. Hill will be entitled to a lump sum payment equal to the bonus compensation paid to

Ms. Hill in the immediately preceding year.

Indemnification and Insurance

The merger agreement provides that, following completion of the merger, Primus will cause the surviving entity to comply with all indemnification obligations of Arbinet in effect as of the merger agreement in favor of

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the directors and officers of Arbinet and its subsidiaries and to maintain, for a period of six years after completion of the merger, indemnification and advancement of expenses provisions in Arbinet s certificate of incorporation that are no less favorable than those in effect in the certificate of incorporation of Arbinet as of the date of the merger agreement.

The merger agreement also provides that Primus will cause to be maintained, for a period of six years after completion of the merger, directors and officers liability insurance coverage that is no less favorable in both amount and terms and conditions of coverage than Arbinet s existing directors and officers liability insurance program, although Primus will not be required to expend more than 250% of the aggregate premiums paid by Arbinet for the existing directors and officers liability insurance.

Appraisal Rights

Under Section 262 of the DGCL, Arbinet stockholders will, under certain circumstances, be entitled to exercise appraisal rights and receive payment for the fair value of their Arbinet shares if the merger is completed. However, if the Primus common stock to be issued in the merger is listed on the NASDAQ, then Primus and Arbinet believe and Primus will take the position that Arbinet stockholders will not be entitled to appraisal rights. Primus s common stock is currently quoted on the OTC Bulletin Board under the symbol PMUG . In connection with the merger, Primus is to use its reasonable best efforts to have its common stock listed for trading on the NASDAQ. Arbinet stockholders who wish to seek appraisal of their shares are in any case urged to seek the advice of counsel with respect to the availability of appraisal rights.

If appraisal rights are available, a holder of record of shares of Arbinet common stock outstanding immediately prior to the effective time of the merger who has not voted in favor of, or consented in writing to, the approval and adoption of the merger agreement, and who has delivered a written demand for appraisal of such shares executed by or on behalf of the stockholder of record in accordance with Section 262 of the DGCL, will not have his, her or its shares converted into the right to receive the merger consideration unless and until the dissenting holder fails to perfect or effectively withdraws or otherwise loses his, her or its right to appraisal and payment under the DGCL. If, after the effective time of the merger, a dissenting stockholder fails to perfect or otherwise waives, or withdraws or loses his, her or its right to appraisal, or a court determines that such holder is not entitled to relief under the DGCL, then such holder or holders (as the case may be) will forfeit such rights and his, her or its shares of Arbinet common stock will be treated as if they had been converted as of the effective time of the merger into the right to receive the merger consideration (in the form of shares of Primus common stock) without interest thereon, upon surrender of the certificate or certificates that formerly evidenced such shares.

The following discussion is not a complete statement of appraisal rights under the DGCL and is qualified in its entirety by the full text of Section 262 of the DGCL, which explains the procedures and requirements for exercising statutory appraisal rights and which is attached as Annex D to this joint proxy statement/prospectus and incorporated herein by reference. All references in Section 262 of the DGCL and in this summary to a stockholder are, unless otherwise indicated, to the record holder of the shares of Arbinet s common stock as to which appraisal rights are asserted. Stockholders intending to exercise appraisal rights should review Annex D carefully. To the extent appraisal rights are available in connection with the merger, this joint proxy statement/prospectus constitutes notice to Arbinet s stockholders concerning the availability of appraisal rights under Section 262 of the DGCL.

An Arbinet stockholder who wishes to exercise appraisal rights should review carefully the following discussion and Annex D to this joint proxy statement/prospectus, because failure to comply timely and fully with the procedures required by Section 262 of the DGCL will result in the loss of any available appraisal rights.

To the extent that appraisal rights are available under the DGCL in connection with the merger, Arbinet stockholders who do not wish to accept shares of Primus common stock as the merger consideration will be entitled to, subject to compliance with the requirements summarized below, demand an appraisal by the Delaware Court of Chancery of the fair value of their shares of Arbinet common stock and be paid in cash such amount in lieu of the merger consideration that they would otherwise be entitled to receive if the merger is consummated. For this purpose, the fair value of shares of Arbinet common stock will be their fair value, excluding any element of value arising from the consummation or expectation of consummation of the merger, but including, unless the court in its discretion determines otherwise for good cause shown, interest from the effective date of the merger through the date of payment of the judgment compounded quarterly and accruing at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the merger and the date of payment of the judgment. Stockholders who desire to exercise their appraisal rights must satisfy all of the conditions of Section 262 of the DGCL, including:

Written Demand for Appraisal Prior to the Vote at the Special Meeting. A stockholder must deliver to Arbinet a written demand for appraisal meeting the requirements of Section 262 of the DGCL before Arbinet stockholders vote on the approval and adoption of the merger agreement at Arbinet s special meeting. Voting against or abstaining with respect to the approval and adoption of the merger agreement, failing to return a proxy or returning a proxy voting against or abstaining with respect to the proposal to approve and adopt the merger agreement will not constitute the making of a written demand for appraisal. The written demand for appraisal must be separate from any proxy, abstention from the vote on the merger agreement or vote against the merger agreement. The written demand must reasonably inform Arbinet of the identity of the stockholder of record and of that stockholder s intent to demand appraisal of his, her or its shares. Failure to timely deliver a written demand for appraisal will cause a stockholder to lose his, her or its appraisal rights.

Refrain from Voting in Favor of Approval and Adoption of the Merger Agreement. In addition to making a written demand for appraisal, a stockholder must not vote his, her or its shares of Arbinet common stock in favor of the approval and adoption of the merger agreement. A submitted proxy not marked AGAINST or ABSTAIN will be voted in favor of the proposal to approve and adopt the merger agreement and will result in the waiver of appraisal rights. A stockholder that has not submitted a proxy will not waive his, her or its appraisal rights solely by failing to vote if the stockholder satisfies all other provisions of Section 262 of the DGCL.

Continuous Ownership of Arbinet Common Stock. A stockholder must also continuously hold his, her or its shares of Arbinet common stock from the date the stockholder makes the written demand for appraisal through the effective time of the merger. Accordingly, a stockholder who is the record holder of shares of Arbinet common stock on the date the written demand for appraisal is made but who thereafter transfers the shares prior to the effective time of the merger will lose any right to appraisal with respect to such shares.

Petition with the Chancery Court. Within 120 days after the effective date of the merger (but not thereafter), either the surviving corporation or any stockholder who has complied with the requirements of Section 262 of the DGCL, which are briefly summarized above, must file a petition in the Delaware Court of Chancery demanding a judicial determination of the fair value of the shares of Arbinet common stock held by all stockholders who are entitled to appraisal rights. This petition in effect initiates a court proceeding in Delaware. If no stockholder files such a petition with the Delaware Court of Chancery within 120 days after the effective date of the merger, any available appraisal rights will be lost, even if a stockholder has fulfilled all other requirements to exercise appraisal rights. If such a petition is filed, the Delaware Court of Chancery could determine that the fair value of shares of Arbinet common stock is more than, the same as or less than the merger consideration. Notwithstanding that a demand for appraisal must be executed by or on behalf of a stockholder of record, a beneficial owner of shares entitled to appraisal rights held either in a voting trust or by a nominee on behalf of that beneficial owner may, in that beneficial owner s own name, file a petition for appraisal with respect to the shares beneficially owned by that person and as to which appraisal rights have been properly perfected.

Neither voting (in person or by proxy) against, abstaining from voting on or failing to vote on the proposal to approve and adopt the merger agreement will constitute a written demand for appraisal within the meaning of Section 262 of the DGCL. The written demand for appraisal must be in addition to and separate from any proxy or vote.

A demand for appraisal must be executed by or on behalf of the stockholder of record, fully and correctly, as such stockholder s name appears on the stock certificate and must state that such person intends to demand appraisal of his, her or its shares of Arbinet common stock. If the shares are owned of record by a person other than the beneficial owner, including a bank broker, custodian or other nominee, depositary or other nominee, this demand must be executed by or for the record owner. If the shares are owned by or for more than one person, as in a joint tenancy or tenancy in common, the demand must be executed by or for all joint owners. An authorized agent, including an agent for two or more joint owners, may execute the demand for appraisal for a stockholder of record. However, the agent must identify the record owner and expressly disclose that, in exercising the demand, he is acting as agent for the record owner. **A person having a beneficial interest in Arbinet common stock held of record in the name of another person, such as a broker or nominee, must act promptly to cause the record holder to follow the steps summarized herein in a timely manner to perfect whatever appraisal rights the beneficial owner may have.**

A stockholder who elects to exercise appraisal rights should mail or deliver his, her or its written demand to Arbinet s principal executive offices at 460 Herndon Parkway, Suite 150, Herndon, Virginia, 20710, Attention: Corporate Secretary. The written demand for appraisal should state the stockholder s name and mailing address, the number of shares of Arbinet common stock owned by the stockholder and must reasonably inform Arbinet that the stockholder intends thereby to demand appraisal of his, her or its shares of Arbinet common stock. If appraisal rights are available in connection with the merger, within ten days after the effective date of the merger, Arbinet will provide notice of the effective date of the merger to all Arbinet stockholders who have complied with Section 262 of the DGCL and have not voted for the merger. A record holder, such as a broker, custodian or other nominee, depositary or other nominee, who holds shares of Arbinet common stock as a nominee for others, may exercise any available appraisal rights with respect to the shares held for all or less than all beneficial owners of shares as to which that person is the record owner. In that case, the written demand must set forth the number of shares covered by the demand. When the number of shares is not expressly stated, the demand will be presumed to cover all shares of Arbinet common stock outstanding in the name of that record owner.

Within 120 days after the effective date of the merger (but not thereafter), any stockholder (including any beneficial owner of shares entitled to appraisal rights) who is entitled to appraisal rights in connection with the merger and has satisfied the requirements of Section 262 of the DGCL may deliver to Arbinet a written demand for a statement listing the aggregate number of shares not voted in favor of the merger and with respect to which demands for appraisal have been received and the aggregate number of holders of those shares. Arbinet, as the surviving corporation in the merger, must mail that written statement to the stockholder within ten days after the stockholder s request is received by Arbinet or within ten days after the latest date for delivery of a demand for appraisal under Section 262 of the DGCL, whichever is later. If a petition for appraisal rights is timely filed in the Court of Chancery of the State of Delaware as set forth above and a copy is served on Arbinet, Arbinet must then, within 20 days after service, file in the office of the Delaware Register in Chancery, a duly verified list containing the names and addresses of all stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached with Arbinet. If Arbinet files a petition, the petition must be accompanied by the duly verified list. The Register in Chancery, if so ordered by the court, will give notice of the time and place fixed for the hearing of that petition by registered or certified mail to Arbinet and to the stockholders shown on the list at the addresses therein stated, and notice also will be given by publishing a notice at least one week before the day of the hearing in a newspaper of general circulation published in the City of Wilmington, Delaware, or such publication as the court deems advisable. The court must approve the forms of the notices by mail and by publication, and Arbinet must bear the costs of the notices.

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At the hearing on the petition, the Court of Chancery of the State of Delaware will determine which stockholders have become entitled to appraisal rights. The court may require the stockholders who have demanded an appraisal for their shares (and who hold stock represented by certificates) to submit their stock certificates to the Register in Chancery for notation of the pendency of the appraisal proceedings and the Court of Chancery of the State of Delaware may dismiss the proceedings as to any stockholder that fails to comply with that direction.

After determining which stockholders are entitled to appraisal rights, the court will appraise the shares owned by those stockholders, determining the fair value of those shares, exclusive of any element of value arising from the accomplishment or expectation of the merger, together with interest to be paid, if any, upon the amount determined to be the fair value. In determining the fair value, the court must take into account all relevant factors. The Delaware Supreme Court has stated that proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court should be considered and that [f]air price obviously requires consideration of all relevant factors involving the value of a company. Elements of future value, including the nature of the enterprise that are known or susceptible of proof as of the date of the merger and not the product of speculation, may be considered, but any element of value arising from accomplishment or expectation of the merger may not be considered. **Arbinet stockholders considering seeking appraisal of their shares should note that the fair value of their shares determined under Section 262 of the DGCL could be more than, the same as or less than the value they would receive pursuant to the merger agreement if they did not seek appraisal of their shares.**

The costs of the appraisal proceeding may be determined by the court and taxed against the parties as the court deems equitable under the circumstances. However, costs do not include attorney s and expert witness fees. Each dissenting stockholder is responsible for his, her or its attorney s and expert witness fees, although, upon application of a stockholder who has perfected appraisal rights, the court may order that all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorney s fees and the fees and expenses of experts, be charged pro rata against the value of all shares entitled to appraisal.

If a stockholder demands appraisal rights in compliance with the requirements of Section 262 of the DGCL, then, after the effective time of the merger, that stockholder will not be entitled to: (i) vote that stockholder s shares of Arbinet common stock for any purpose; (ii) receive payment of dividends or other distributions on that stockholder s shares that are payable to stockholders of record at a date after the effective time of the merger; or (iii) receive payment of any consideration provided for in the merger agreement. A stockholder may withdraw his, her or its demand for appraisal rights by a writing withdrawing his, her or its demand for appraisal and accepting the merger consideration at any time within 60 days after the effective time of the merger, or at any time thereafter with Arbinet s written approval. Notwithstanding the foregoing, no appraisal proceeding in the Delaware Court of Chancery may be dismissed as to any stockholder without the approval of the court and that approval may be conditioned upon such terms as the court deems just, but this rule does not affect the right of any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party to withdraw that stockholder s demand for appraisal and to accept the terms offered in the merger agreement within 60 days after the effective date of the merger. Subject to the foregoing, if any Arbinet stockholder withdraws his, her or its demand for appraisal rights, then his, her or its shares of Arbinet common stock will be automatically converted into the right to receive shares of Primus common stock, as the merger consideration, without interest.

Any stockholder wishing to exercise appraisal rights is urged to consult legal counsel before attempting to do so. Failure to comply strictly with all of the procedures set forth in Section 262 of the DGCL may result in the loss of any available appraisal rights.

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Listing of Primus Common Stock

Under the terms of the merger agreement, Primus is to use its reasonable best efforts to obtain the approval of the NASDAQ to list Primus s existing shares of common stock and to cause the shares of Primus common stock to be issued in the merger to be approved for listing on the NASDAQ prior to the effective time of the merger, subject to official notice of issuance. Primus has submitted an application to list its common stock on the NASDAQ. However, there can be no assurances that such listing will be effected. Approval of either of such listings is not a condition to the parties obligations to complete the merger.

Regulatory Requirements

It is a condition to closing the merger that the parties have obtained the authorization of the U.S. Federal Communications Commission, or the FCC, for the transfer of control, resulting from the closing of the merger, of Arbinet and Arbinet Carrier Services, Inc., a wholly owned subsidiary of Arbinet. Arbinet and Arbinet Carrier Services, Inc. each holds an FCC authorization to be a U.S. international common carrier pursuant to Section 214 of the Communications Act of 1934, as amended.

TERMS OF THE MERGER AGREEMENT

The following summary describes the material provisions of the merger agreement. The provisions of the merger agreement are complicated and not easily summarized. This summary may not contain all of the information about the merger agreement that is important to you. The merger agreement is attached to this joint proxy statement/prospectus as Annex A and is incorporated by reference into this joint proxy statement/prospectus. We encourage you to read it carefully in its entirety for a more complete understanding of the merger agreement.

The merger agreement and the following summary have been included to provide you with information regarding the terms of the merger agreement and the transactions described in this joint proxy statement/prospectus. Neither Primus nor Arbinet intends that the merger agreement or any of its terms will constitute a source of business or operational information about Primus or Arbinet. The representations and warranties in the merger agreement are made as of a specified date, are tools used to allocate risk between the parties, are subject to contractual standards of knowledge and materiality, are modified or qualified by information contained in the parties public filings and in the disclosure schedules exchanged by the parties and should not be relied on by any person or entity other than Primus or Arbinet for any purpose. Business and operational information regarding Primus and Arbinet can be found elsewhere in this joint proxy statement/prospectus and in the other public documents that Primus files with the SEC. See Where You Can Find More Information beginning on page 183.

Merger

The agreement and plan of merger, dated November 10, 2010, as amended by Amendment No. 1 thereto dated December 14, 2010, by and among Primus, Merger Sub and Arbinet contemplates a merger in which Merger Sub will be merged with and into Arbinet, with Arbinet surviving the merger as a wholly owned subsidiary of Primus, or the Surviving Entity. Promptly after the effective time of the merger, Primus intends to contribute the Surviving Entity to Primus Telecommunications Holding, Inc., a wholly owned subsidiary of Primus. Upon effectiveness of the merger, each Arbinet stockholder (other than stockholders who properly exercised their appraisal rights) will have the right to receive the merger consideration as described under Per Share Merger Consideration on page 134.

The certificate of incorporation of Arbinet in effect immediately prior to the effective time of the merger will be amended to read as set forth in Exhibit A to the merger agreement, and as so amended will be the certificate of incorporation of the Surviving Entity. The bylaws of Arbinet in effect immediately prior to the effective time of the merger will be amended to read as set forth in Exhibit B to the merger agreement, and as so amended will be the bylaws of the Surviving Entity. The directors of Merger Sub immediately prior to the effective time of the merger will continue to be the directors of the Surviving Entity. The officers of Arbinet immediately prior to the effective time of the merger will continue to be the officers of the Surviving Entity.

Effective Time; Closing

The merger will become effective on the date a certificate of merger is filed with the Delaware Secretary of State. The merger agreement provides that the certificate of merger is to be filed as promptly as practicable (but no later than two business days) after all the conditions to the closing of the merger are satisfied or waived. Primus and Arbinet currently expect to consummate the merger promptly upon the approvals of the Primus stockholders and the Arbinet stockholders as described in this joint proxy statement/prospectus.

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Per Share Merger Consideration

Upon the closing of the merger, each issued and outstanding share of Arbinet common stock (other than shares subject to perfected appraisal rights and other than any shares of Arbinet held by Primus, Arbinet or any of their respective direct or indirect wholly owned subsidiaries, in each case except for any such shares held on behalf of third parties) will be converted into the right to receive the number of shares of Primus common stock equal to an exchange ratio, which will be calculated as follows:

(i) $28,000,000, or the Aggregate Cash-Value Merger Consideration, which may be increased by the net proceeds of a sale of Arbinet s patents and associated rights to a third party for cash, referred to as an IP Sale;

divided by

(ii) the number of shares of Arbinet common stock issued and outstanding immediately prior to the effective time of the merger plus shares that may become issuable as Primus common stock at or after the closing of the merger but:

- excludes any issuable shares that are subject to Arbinet stock options or Arbinet stock appreciation rights as of the effective time of the merger and for which the exercise price or base price, respectively, is greater than the greater of (x) $6.05 per share of Arbinet common stock and (y) the closing stock price per share of Arbinet common stock on the day prior to the closing date; and

- with respect to Arbinet stock appreciation rights, includes only the net number of shares of Arbinet common stock that will be issuable as calculated using the closing price of Arbinet common stock on the day prior to the closing date;

divided by

(iii) $9.5464.

Potential Spin-off or Sale of Patents by Arbinet

Prior to the closing of the merger, Arbinet may, at its sole option or not at all, either spin-off to its stockholders, or sell to a third party for cash, Arbinet s patents and any rights arising from its patents, referred to herein as an IP Sale, provided that (i) any spin-off or IP Sale will not result in any residual liability to Arbinet or any Arbinet subsidiary (other than costs, fees, expenses and taxes taken into account as set forth in the following clause (ii)), (ii) all transaction costs, fees and expenses (which exclude the appraiser s fees for the appraisal referenced in the following clause (iii)) and gross tax liabilities of Arbinet (except to the extent offset by net operating losses) will not exceed $350,000 in the aggregate and (iii) in connection with any spin-off, Arbinet obtains an appraisal from an independent third party appraiser of the value of the patents and associated rights, and such appraisal will be used for all related tax reporting purposes. The amount of the net proceeds from any IP Sale, after deduction for all related transaction costs, fees and expenses and gross tax liabilities, will either, at Arbinet s sole discretion, be (x) distributed to Arbinet s stockholders prior to the closing of the merger or (y) added, dollar for dollar, to the Aggregate Cash Value Merger Consideration, as defined in the merger agreement. In connection with the foregoing, prior to the consummation of any such spin off or IP Sale, Arbinet must grant to Primus a royalty-free, worldwide, assignable (on a non-exclusive basis) and perpetual license to use the patents and associated rights.

If, after the mailing date of this joint proxy statement/prospectus and before the closing of the merger, Arbinet elects to proceed with the spin-off of its patents and associated rights to its stockholders, then Arbinet would create a new wholly owned subsidiary, a Delaware corporation, into which Arbinet (including, to the extent applicable, through subsidiaries which may be holding patents) would contribute its patents and associated rights and a reasonable amount of cash to maintain the patents and associated rights. Arbinet would then proceed

to mail to its stockholders an information statement containing the details of the new subsidiary and the spin-off transaction, which generally would include the separation of the patents and associated rights into the new subsidiary and the distribution of the shares of the new subsidiary by Arbinet to Arbinet s stockholders as a pro-rata dividend. Arbinet does not currently intend that a public trading market develop in the shares of the new subsidiary that would be distributed to Arbinet s stockholders in the spin-off. Rather, the shares of the new subsidiary would bear restrictions on transfer and resale, which will be strictly enforced to ensure that no public trading market in the shares develops, unless such stock is at some point in the future registered under Section 12 of the Exchange Act. The separation would result in the new subsidiary operating as an independent entity with the primary purpose of holding the patents and associated patent rights it receives from Arbinet, which would be described more fully in the information statement. It is anticipated that Arbinet would not have any ownership or other form of interest in the new subsidiary following the separation. Approval by Arbinet s stockholders is not required as a condition to the completion of the spin-off transaction.

Treatment of Arbinet Warrants, Options, Restricted Stock and other Equity Awards

Options

At the effective time of the merger, each outstanding option to purchase Arbinet common stock, whether or not exercisable or vested, will be converted into an option to acquire, on the same terms and conditions as were applicable under such option immediately prior to the effective time of the merger, the number of shares of Primus common stock equal to the product of (i) the number of shares of Arbinet common stock subject to the option immediately prior to the effective time of the merger *multiplied by* (ii) the exchange ratio, rounded down to the nearest whole share. The exercise price per share of Primus common stock subject to the option will be an amount (rounded down to the nearest whole cent) equal to the quotient of (x) the exercise price per share of Arbinet common stock subject to the option immediately prior to the effective time of the merger *divided by* (y) the exchange ratio, with any fractional cents rounded up to the nearest whole cent.

Restricted Stock

Each restricted stock award of Arbinet outstanding immediately prior to the effective time of the merger will be converted into the right to receive the per share merger consideration discussed under Per Share Merger Consideration on page 134. Each converted restricted stock award will be subject to the same terms, conditions and restrictions as were applicable to such award immediately prior to the effective time of the merger.

Warrants

At the effective time of the merger, each warrant to purchase shares of Arbinet common stock that is outstanding immediately prior to the effective time of the merger will be converted into a right to acquire shares of Primus common stock on the same contractual terms and conditions as were in effect immediately prior to the effective time of the merger. The number of shares of Primus common stock subject to each such converted warrant will be equal to the product of (i) the number of shares of Arbinet common stock subject to each such warrant immediately prior to the effective time of the merger *multiplied by* (ii) the exchange ratio, rounded down to the nearest whole share. Each converted warrant will have an exercise price per share (rounded up to the nearest whole cent) equal to the quotient of (x) the exercise price per share of Arbinet common stock subject to the converted warrant immediately prior to the effective time of the merger *divided by* (y) the exchange ratio, with any fractional cents rounded up to the nearest whole cent.

Restricted Stock Units

At the effective time of the merger, each restricted stock unit award of Arbinet outstanding immediately prior to the effective time of the merger will be converted into a restricted stock unit award relating to the number of shares of Primus common stock equal to the product of (i) the number of shares of Arbinet common stock relating to such restricted stock unit award immediately prior to the effective of the of merger *multiplied by*

(ii) the exchange ratio, rounded down to the nearest whole share. Each converted restricted stock unit award will be subject to the same terms, conditions and restrictions as were applicable to such award immediately prior to the effective time of the merger.

Stock Appreciation Rights

At the effective time of the merger, each outstanding stock appreciation right of Arbinet, whether or not exercisable or vested, will be converted into a stock appreciation right to acquire, on the same terms and conditions as were applicable to the stock appreciation right immediately prior to the effective time of the merger, the number of shares of Primus common stock equal to the product of (i) the number of shares of Arbinet common stock subject to such stock appreciation right immediately prior to the effective time of the merger *multiplied by* (ii) the exchange ratio, rounded down to the nearest whole cent. The exercise price per share of Primus common stock subject to any such converted stock appreciation right will be an amount (rounded up to the nearest whole cent) equal to the quotient of (x) the exercise price per share of Arbinet common stock subject to the stock appreciation right immediately prior to the effective time of the merger *divided by* (y) the exchange ratio, rounded up to the nearest whole cent.

Performance Shares

Immediately prior to the effective time of the merger, the performance goals under any then outstanding performance share award of Arbinet for which the measurement date has not occurred will be deemed to have been achieved at the target performance level, and each share of restricted stock represented by such performance share award will be deemed to have been issued, and such performance share restricted stock award will be converted into a restricted stock award relating to the number of shares of Primus common stock equal to the product of (i) the number of shares of Arbinet common stock relating to the performance share restricted stock award immediately prior to the effective time of the merger *multiplied by* (ii) the exchange ratio, rounded down to the nearest whole share. Each converted performance share restricted stock award will be subject to the same terms, conditions and restrictions as were applicable under the award immediately prior to the effective time of the merger. Immediately prior to the effective time of the merger, each performance share award for which the measurement date has occurred and for which Arbinet has not issued the performance share restricted stock awards will be converted into a performance share award relating to the number of shares of Primus common stock equal to the product of (x) the number of shares of Arbinet common stock relating to such performance share award immediately prior to the effective time of the merger *multiplied by* (y) the exchange ratio, rounded down to the nearest whole share. Each such converted performance share award will be subject to the same terms, conditions and restrictions as were applicable under such performance share award immediately prior to the effective time of the merger.

Dissenting Shares

In certain circumstances, holders of Arbinet stock who have not voted in favor of or consented to the merger, and have otherwise complied with the provisions of Section 262 of the DGCL as to appraisal rights, will be entitled to such rights as are granted by Section 262 of the DGCL. If any holder of such dissenting shares fails to perfect, withdraws or loses the right to appraisal under Section 262 of the DGCL (including by reason of the fact that Primus common stock is listed on the NASDAQ) or a court of competent jurisdiction determines that such holder is not entitled to the relief provided under Section 262 of the DGCL, then each dissenting share held by that holder will be deemed to have been converted into the right to receive, without interest, the same merger consideration as any other holder of Arbinet common stock. See The Merger Appraisal Rights beginning on page 128.

Arbinet is required to give Primus prompt notice of any demand for appraisal of Arbinet s common stock and to afford Primus the opportunity to participate in all negotiations and proceedings with respect to demands for appraisal under the DGCL. Prior to the effective time of the merger, Arbinet may not make any payment in respect of, settle, or offer to settle any appraisal rights, or agree to do any of the foregoing, without the prior written consent of Primus.

Surrender of Shares of Arbinet Common Stock

Prior to the effective time of the merger, Primus will deposit with StockTrans, Inc. as the exchange agent for the merger, the number of shares of Primus common stock to be issued pursuant to the merger agreement. Primus will also make available to the exchange agent from time to time as needed cash sufficient to pay any dividends or other distributions payable with respect to Primus common stock with a record date after the effective time of the merger and prior to the surrender of the stock certificate representing the Arbinet common stock.

Promptly after the effective time of the merger, Primus will cause the exchange agent to mail to each holder of record of Arbinet common stock at the effective time of the merger a letter of transmittal and instructions for effecting the exchange of Arbinet common stock for the merger consideration the holder is entitled to receive under the merger agreement. Upon surrender of the certificates or book-entry shares for cancellation, along with the executed letter of transmittal and other documents, an Arbinet stockholder will receive (i) one or more shares of Primus common stock that will be in uncertified book-entry form unless a physical certificate is requested and (ii) any cash in lieu of fractional shares of Arbinet common stock and any unpaid dividends and distributions declared and paid in respect of Primus common stock after completion of the merger.

Primus will not issue fractional shares of Primus common stock in the merger. Instead, each holder of shares of Arbinet common stock who would otherwise be entitled to receive fractional shares of Primus common stock in the merger will be entitled to an amount of cash, without interest, in lieu of such fractional shares representing such holder s proportionate interest, if any, in the proceeds from the sale by the exchange agent in one or more transactions of shares of Primus common stock equal to the excess of (a) the number of shares of Primus common stock to be delivered to the exchange agent by Primus pursuant to the merger agreement over (b) the aggregate number of whole shares of Primus common stock to be distributed to the holders of shares of Arbinet common stock. The exchange agent will sell such excess number of shares of Primus common stock, which sale will be executed on the NASDAQ or OTC Bulletin Board, as applicable, at then-prevailing market prices and in round lots to the extent practicable. The exchange agent will hold the proceeds of any such sale of Primus common stock in trust for the holders of shares of Arbinet common stock and will determine the pro rata portion of such proceeds to which each such holder will be entitled.

After the completion of the merger, Primus will not pay dividends with a record date after the effective time of the merger to any holder of shares of Arbinet common stock until the holder surrenders such shares to the exchange agent. However, once those shares are surrendered, Primus will pay to the holder, without interest, any dividends that have been declared after the effective date of the merger on the Primus shares into which those Arbinet shares have been converted.

At any time following six months after the effective time of the merger, Primus will have the right to require the exchange agent to return any shares of Primus common stock and cash that remain unclaimed. Any holder of Arbinet common stock that has not exchanged certificates and/or book-entry shares representing that stock prior to that time may thereafter look only to Primus to exchange such certificates and/or book-entry shares or to pay amounts to which that stockholder is entitled pursuant to the merger agreement. None of Primus, Merger Sub, Arbinet, the Surviving Entity, any of their affiliates or the exchange agent will be liable to any holder of Arbinet common stock for any merger consideration delivered to a public official or any governmental authority pursuant to applicable abandoned property, escheat or similar laws. Any unclaimed Primus common stock five years after the effective time of the merger (or such earlier date immediately prior to such time as such amounts would otherwise escheat to or become property of any governmental authority) will, to the extent permitted by applicable law, become the property of Primus.

If Arbinet stock certificates are lost, stolen or destroyed, the exchange agent will issue and pay to the holder the consideration to which such holder would be entitled to under the merger agreement upon the making of a lost certificate affidavit and, if reasonably required by Primus, the posting of a bond in such reasonable amount as Primus may direct as indemnity against any claim that may be made against the exchange agent with respect to the lost certificate.

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Withholding Taxes

The exchange agent, Primus and the Surviving Entity will be entitled to deduct and withhold from consideration payable to any Arbinet stockholder the amounts that may be required to be withheld under any law. The properly withheld amounts will be treated for all purposes of the merger as having been paid to the stockholders from whom they were withheld.

Representations and Warranties

The merger agreement contains representations and warranties made by each party regarding aspects of its business, financial condition and structure and other facts pertinent to the merger. Each of Arbinet, on the one hand, and Primus and/or Merger Sub, on the other hand, has made representations and warranties to the other in the merger agreement with respect to the following subjects:

- existence, good standing and qualification to conduct business; subsidiaries;
- organizational documents;
- capital structure;
- requisite power and authority to enter into and perform the obligations of the merger agreement and the enforceability of the merger agreement;
- absence of any violation of organizational documents or third party agreements;
- compliance with applicable laws;
- filings and reports with the SEC, financial information, internal accounting controls and disclosure controls and procedures;
- absence of undisclosed liabilities or obligations;
- absence of certain changes or events;
- litigation;
- employee benefit plans;
- accuracy of information provided for inclusion in this joint proxy statement/prospectus;
- title to properties;

- tax matters;
- environmental matters;
- intellectual property;
- insurance;
- labor matters;
- affiliate transactions;
- regulatory matters;
- material contracts;
- opinions of financial advisors;
- fees payable to brokers, finders or investment banks in connection with the merger; and
- required stockholder approval.

Arbinet has made additional representations and warranties to Primus in the merger agreement with respect to the inapplicability to the merger agreement of the anti-takeover provisions provided in Section 203 of the DGCL.

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Primus has made additional representations and warranties to Arbinet in the merger agreement with respect to the absence of ownership by Primus of Arbinet common stock.

Certain representations and warranties of Primus and Arbinet are qualified as to materiality or as to material adverse effect, which when used with respect to Primus or Arbinet means, as the case may be, any fact, circumstance, occurrence, event, development, change or condition that is materially adverse to the business, assets, results of operations, financial condition or prospects of that party and its subsidiaries taken as a whole, or that would be reasonably likely to prevent or materially delay or materially impair the ability of that party to perform its obligations under the merger agreement, except for any of the following or any such change, event or effect arising therefrom:

- general economic or political conditions, any outbreak of hostilities or war, acts of terrorism, natural disasters or other force majeure events, in each case in the United States or elsewhere, unless it affects that party disproportionately relative to other industry participants;

- changes in or events or conditions affecting the telecommunications industry generally, unless it affects that party disproportionately relative to other industry participants;

- changes of laws or changes to U.S. GAAP or interpretations thereof;

- conditions (or changes after the date of the merger agreement in such conditions) in the securities markets, credit markets, currency markets or other financial markets in the U.S. or any other country in the world, unless it affects that party disproportionately relative to other industry participants;

- the taking of any action required by the merger agreement, or the failure to take any action to which the other party has approved or consented in writing;

- the failure to take any action specifically prohibited by the section of the merger agreement governing the operation of Arbinet s and Primus s businesses pending closing of the merger with respect to which the other party refused, following the other party s request, to provide a waiver;

- changes in a party s stock price or the trading volume of a party s stock (but not, in each case, the underlying cause of any such changes unless such underlying cause would other be excepted from the definition of material adverse effect);

- any failure by a party to meet any analysts estimates or projections of that party s revenue, earnings or other financial performance or results of operations, or any failure by a party to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (but not, in each case, the underlying cause of such failures unless such underlying cause would otherwise be excepted from the definition of material adverse effect);

- any actions made or brought by any of the current or former stockholders of a party (on their own behalf or on behalf of a party, but in any event only in their capacities as current or former stockholders) against a party or any of its directors or officers arising out of the merger agreement or the merger; or

the announcement or pendency of the merger agreement, any actions taken in compliance with the merger agreement or the consummation of the merger.

A material adverse effect with respect to Arbinet will be deemed to have occurred if the sum of the cash and cash equivalents of Arbinet as of a defined determination date before closing of the merger, less (i) all indebtedness then outstanding and (ii) all unpaid transaction costs, fees and expenses and gross tax liabilities of Arbinet (except to the extent offset by net operating losses) attributable to an IP Sale or any spin-off of Arbinet s patents and associated rights to its stockholders, is less than $9,500,000, which will be reduced by the actual transaction costs, fees and expenses and gross tax liabilities of Arbinet (except to the extent offset by net operating losses) attributable to such IP Sale or such spin-off that have been incurred and paid (provided that this reduction may not be greater than $350,000 in the aggregate), and which will exclude costs incurred by Arbinet in connection with the merger and the transactions contemplated by the merger agreement, including all legal

fees, banker fees, accounting fees, the appraiser s fees for the required appraisal of the patents and associated rights, and other professional services fees. To the extent Arbinet or its subsidiaries obtains proceeds from the sale of assets outside the ordinary course of business (including an IP Sale that results in the Aggregate Cash-Value Merger Consideration being adjusted upward) except with respect to any proceeds from the sale of marketable securities, the amount of the proceeds will be deducted from the calculation of cash and cash equivalents. If the third trading day prior to the closing date for the merger falls on or between the 1st and the 15th day of the month, then the date for which such amounts will be determined as of will be the last business day of the immediately preceding calendar month. If the third trading day prior to the closing date for the merger falls on or between the 16th day and the last day of the month, then the date for which such amounts will be determined as of will be the 14th day of the then current calendar month.

Conduct of Business Pending the Effective Time

Conduct of Arbinet

Arbinet has agreed that it and its subsidiaries will conduct their respective businesses only in the ordinary course and in a manner consistent with past practice, in each case, in all material respects (except that Arbinet may enter into transactions with its wholly owned subsidiaries, and into new business lines within the communications services business and markets consistent with its business strategy, provided that in entering into such new business lines or markets, Arbinet may not make, or commit to make, payments to third parties of more than $2 million in the aggregate) and that it will use its commercially reasonable efforts to maintain the material assets of Arbinet and its subsidiaries, preserve substantially intact the business organization and goodwill of Arbinet and its subsidiaries, keep available the services of the current officers, key employees and key consultants of Arbinet and its subsidiaries, preserve the current relationships of Arbinet and its subsidiaries with their material customers, suppliers and other persons with which they have material business relations, comply in all material respects with all material laws and make all material filings and pay all material fees required by any governmental authority.

Arbinet is specifically permitted to sell assets outside the ordinary course of business if the assets, other than in connection with an IP Sale, generate trading revenues and individually contributed less than $5 million in consolidated trading revenues of Arbinet and its subsidiaries for the year ended December 31, 2009, so long as all such asset sales are not comprised of assets that contributed in the aggregate more than $5 million in consolidating trading revenues of Arbinet and its subsidiaries for the year ended December 31, 2009.

The merger agreement places specific restrictions on the ability of Arbinet and each of its subsidiaries to, among other things:

- amend or otherwise change its organizational documents;
- issue, sell or encumber any shares of capital stock, options, warrants, convertible securities or any other ownership interest, except for the issuance of Arbinet common stock pursuant to Arbinet stock awards and warrants outstanding on the date of the merger agreement;
- declare or pay any dividend or other distribution (except for intercompany transactions);
- reclassify, combine, split or subdivide or redeem, purchase or otherwise acquire, directly or indirectly, any of Arbinet s capital stock, except in connection with (i) the exercise of Arbinet stock awards or stock appreciation rights, or (ii) the withholding of shares upon the vesting of any Arbinet stock award to satisfy income tax withholding requirements;
- (i) acquire or agree to acquire any business organization or any division thereof, (ii) incur any indebtedness for borrowed money or issue any debt securities or assume the obligations of any person (other than obligations of Arbinet or any of its subsidiaries and other than with respect to trade accounts in the ordinary course of business consistent with past practice), or make any loans or advances, except in the ordinary course of business and in a manner consistent with past practice, or (iii) enter into or amend any agreement with respect to items (i) and (ii) above.

(i) increase the compensation payable to, or grant any severance or termination pay to, any officer or employee, except pursuant to contractual arrangements existing on the date of the merger agreement, (ii) enter into or amend any employment or severance agreement with any director, officer or other employee of Arbinet or its subsidiaries, except (A) as required pursuant to existing contractual arrangements or (B) as required by applicable law, or (iii) establish, adopt, enter into or amend any collective bargaining, bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any director, officer or employee, except (A) as required pursuant to existing contractual arrangements or as provided for in the merger agreement or (B) as required by applicable law;

pay or settle any material litigation, claim, liability or obligation other than as required by law and in the ordinary course of business and not exceeding the amount reserved against in the financial statements contained in Arbinet s reports filed with the SEC, where the amounts paid are fully covered by insurance maintained by Arbinet or in an amount less than $250,000 in the aggregate;

enter into any partnership or joint venture agreement;

enter into any agreement that limits or otherwise restricts Arbinet or its subsidiaries, or that will, after the effective time of the merger, limit or restrict Primus or any Primus subsidiary, from engaging or competing in any line of business;

make any capital expenditures in any fiscal quarter exceeding its capital expenditure budget for such fiscal quarter by an aggregate of more than 15%;

purchase, sell, transfer, assign, mortgage, encumber or otherwise dispose of any properties or assets having a value in excess of $1 million in the aggregate other than in the ordinary course of business consistent with past practice;

(i) enter into, renew, extend, materially amend (other than a renewal or extension on substantially similar terms) or terminate any material contract (as such term is used in the merger agreement) other than for breach by the other party thereto, or waive, release or assign any material rights, claim or benefits of Arbinet or its subsidiaries under any material contract (other than between Arbinet and its wholly owned subsidiaries), or (ii) enter into any contract or agreement that would have been a material contract (as such term is used in the merger agreement) had it been entered into prior to the date of the merger agreement other than in the ordinary course of business and consistent with past practice;

change Arbinet s methods of accounting, except in accordance with applicable law, valid order of a governmental authority or changes in U.S. GAAP as concurred in by its independent auditor;

enter into any closing agreement with respect to material taxes or settle or compromise any material liability for taxes;

enter into any new, or amend or alter, any affiliate transaction; or

agree to take any of the foregoing actions.

Arbinet has also agreed that it and its subsidiaries will continue to manage and treat working capital (as contemplated by U.S. GAAP) in a manner that is consistent with the past practice during the time period from January 1, 2010 though September 30, 2010, including the timing for the payment of all payables (except to the extent of any unpaid portion that is being contested in good faith), the provision of any discounts and

the efforts to collect all net receivables. Any violation of such agreement will result in an automatic deduction of the amount of dollars involved from the cash and cash equivalents of Arbinet for purposes of calculating whether a material adverse effect has occurred with respect to Arbinet. To the extent Arbinet or its subsidiaries obtains proceeds from the sale of assets outside the ordinary course of business (including an IP Sale that results in the Aggregate Cash-Value Merger Consideration being adjusted upward) except with respect to any proceeds from the sale of marketable securities, the amount of the proceeds will be deducted from the calculation of cash and cash equivalents.

Conduct of Primus

Primus has agreed that it and its subsidiaries will conduct their respective businesses only in the ordinary course and in a manner consistent with past practice, in each case, in all material respects (except that Primus may enter into new immaterial business lines and markets consistent with its business strategy existing as of the date of the merger agreement) and that it will use its commercially reasonable efforts to maintain the material assets of Primus and its subsidiaries, preserve substantially intact the business organization and goodwill of Primus and its subsidiaries, keep available the services of the current officers, key employees and key consultants of Primus and its subsidiaries, preserve the current relationships of Primus and its subsidiaries with their material customers, suppliers and other persons with which they have material business relations, comply in all material respects with all material laws and make all material filings and pay all material fees required by any governmental authority.

Primus is specifically permitted to sell assets outside the ordinary course of business (i) if the assets individually contributed less than $30 million in consolidated revenues of Primus and its subsidiaries for the year ended December 31, 2009, so long as all such asset sales are not comprised of assets that contributed in the aggregate more than $100 million in consolidated revenues of Primus and its subsidiaries for the year ended December 31, 2009, or (ii) if the Primus board of directors determines that such a sale is in the best interests of Primus.

The merger agreement places specific restrictions on the ability of Primus and each of its subsidiaries to, among other things:

- amend or otherwise change its organizational documents;
- declare or pay any dividend or other distribution (except for intercompany transactions);
- reclassify, combine, split or subdivide or redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock, except in connection with (i) the exercise of Primus stock options, or (ii) the withholding of shares upon the vesting of Primus restricted stock to satisfy income tax withholding requirements;
- acquire or agree to acquire any business organization or any division thereof or any assets, if such transaction would prevent or materially delay the consummation of the transactions contemplated by the merger agreement; or
- agree to take any of the foregoing actions.

Certain Additional Agreements

Stockholders Meetings. Arbinet has agreed to call a meeting of its stockholders for the purpose of obtaining the requisite vote of Arbinet s stockholders necessary to approve and adopt the merger agreement. As discussed under The Merger Reasons for the Merger Arbinet beginning on page 102 of this joint proxy statement/prospectus, the Arbinet board of directors has recommended that Arbinet stockholders vote FOR the approval and adoption of the merger agreement. The Arbinet board of directors, however, can withdraw, modify or qualify its recommendation in a manner adverse to Primus or recommend an acquisition proposal (as defined below) under certain specified circumstances as discussed under Solicitation below. If the Arbinet board of directors so withdraws, modifies or qualifies its recommendation, the merger agreement, if not terminated pursuant to its terms, must nonetheless be submitted to Arbinet s stockholders for adoption.

Primus has agreed to call a meeting of its stockholders for the purpose of obtaining the requisite vote of Primus s stockholders necessary to approve the issuance of shares of Primus common stock pursuant to the merger agreement. As discussed under The Merger Reasons for the Merger Primus beginning on page 105 of this joint proxy statement/prospectus, the board of directors of Primus has recommended that Primus stockholders vote FOR the issuance of shares of Primus common stock pursuant to the merger agreement.

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Neither the Primus board of directors nor any committee thereof may directly or indirectly withdraw (or amend or modify in a manner adverse to Arbinet) the recommendation that Primus stockholders vote for the issuance of shares of Primus common stock pursuant to the merger agreement.

Solicitation. Notwithstanding the prohibition on solicitation described below, during the period beginning on the date of the merger agreement and continuing until 11:59 p.m. (Eastern time) on December 25, 2010 (the 45th calendar day after the date of the merger agreement), or the Go-Shop Period, Arbinet and its subsidiaries and their respective officers, directors, employees, investment bankers, attorneys, accountants, financial advisors, agents and other representatives had the right to:

- initiate, solicit and encourage any inquiry or the making of any proposals or offers that constitute acquisition proposals, including by way of providing access to non-public information pursuant to a confidentially agreement, provided that Arbinet promptly (and in any event within 24 hours) discloses or makes available to Primus all information concerning Arbinet or any of its subsidiaries that Arbinet provides to any person given such access that was not previously made to Primus; and

- engage or enter into, continue or otherwise participate in any discussions or negotiations with respect to any acquisition proposals or otherwise cooperate with or assist or participate in, or facilitate any inquiries, proposals, discussions or negotiations or any effort to make any acquisition proposal.

Except with respect to third parties from whom Arbinet received a written acquisition proposal during the Go-Shop Period that the Arbinet board of directors or a committee of the board of directors determined in good faith constitutes or could reasonably be expected to result in a superior proposal (as defined below, and there were no such superior proposals), starting at 12:00 a.m., Eastern time, on December 26, 2010 (the 46th calendar date after the date of the merger agreement), Arbinet and its subsidiaries may not, and Arbinet and its subsidiaries are to direct their respective officers, directors, employees, investment bankers, attorneys, accountants, financial advisors, agents and other representatives not to:

- continue any discussions or negotiations with any person that may be ongoing with respect to an acquisition proposal;

- directly or indirectly initiate, solicit, knowingly encourage or knowingly facilitate any inquiry or the making or submission of any proposal that constitutes, or could reasonably be expected to lead to, an acquisition proposal for Arbinet;

- participate or engage in discussions or negotiations with or disclose any non-public information or data relating to Arbinet or any of its subsidiaries or afford access to the properties, books or records of Arbinet or any of its subsidiaries to any person that has made an acquisition proposal for Arbinet or to any person in contemplation of an acquisition proposal; or

- accept an acquisition proposal for Arbinet or enter into any agreement, including any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other similar agreement, arrangement or understanding, constituting or related to, or that is intended to or could reasonably be expected to lead to, any acquisition proposal for Arbinet.

The term acquisition proposal, with respect to any entity, means any proposal, whether or not in writing, for the (i) direct or indirect acquisition or purchase of a business or assets that constitute 20% or more of the net revenues, net income or the assets (based on the fair market value thereof) of such entity and its subsidiaries, taken as a whole, (ii) direct or indirect acquisition or purchase of 20% or more of any class of equity securities or capital stock of such entity or any of its subsidiaries whose business constitutes 20% or more of the net revenues, net income or assets of such entity and its subsidiaries, taken as a whole, or (iii) merger, consolidation, restructuring, transfer of assets or other business combination, sale of shares of capital stock, tender offer, exchange offer, recapitalization, stock repurchase program or other similar transaction that if consummated

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would result in any person beneficially owning 20% or more of any class of equity securities of such entity or any of its subsidiaries whose business constitutes 20% or more of the net revenues, net income or assets of such entity and its subsidiaries, taken as a whole, other than the transactions contemplated by the merger agreement.

Prior to the approval and adoption of the merger agreement by Arbinet s stockholders, Arbinet and its board of directors may (i) participate or engage in discussions or negotiations with or disclose any non-public information or data relating to Arbinet or any of its subsidiaries or afford access to the properties, books or records of Arbinet or any of its subsidiaries to any person that has made an acquisition proposal for Arbinet or to any person in contemplation of an acquisition proposal or (ii) accept an acquisition proposal for Arbinet or enter into any agreement, including any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other similar agreement, arrangement or understanding, constituting or related to, or that is intended to or could reasonably be expected to lead to, any acquisition proposal for Arbinet if:

Arbinet receives a written acquisition proposal;

Arbinet s board of directors determines in good faith (after considering the recommendation of its special committee and consultation with Arbinet s financial advisors and legal counsel) that such proposal constitutes or could reasonably be expected to result in a superior proposal, but Arbinet may not deliver any information to that third party without entering into a confidentiality agreement; and

Arbinet previously disclosed or promptly (and in any event within 24 hours) discloses or makes available the same information, if any, to Primus as Arbinet made available to the third party.

Prior to the approval of the merger agreement by Arbinet s stockholders, the Arbinet board of directors may effect a change in its recommendation in response to:

a superior proposal; or

an intervening event (as defined below) if Arbinet s board of directors concludes in good faith (after consultation with Arbinet s outside legal counsel) that a failure to make a change in Arbinet s board recommendation would breach its fiduciary duties under applicable law.

The term superior proposal means any bona fide written acquisition proposal with respect to Arbinet made by a third party to acquire, directly or indirectly, pursuant to a tender offer, exchange offer, merger, share exchange, consolidation or other business combination, (A) 50% or more of the assets of Arbinet and its subsidiaries, taken as a whole, or (B) 50% or more of the then outstanding equity securities of Arbinet, in each case on terms that a majority of the Arbinet board of directors determines in good faith (after considering the recommendation of the special committee of the board of directors, consulting with Arbinet s financial advisors and outside legal counsel, and taking into account all financial, legal and regulatory terms and conditions of the acquisition proposal and the merger agreement, including any alternative transaction (including any modification to the terms of the merger agreement) proposed by any other party in response to that superior proposal, including any conditions to and expected timing of consummation, and any risks of non-consummation, of such acquisition proposal) to be more favorable to the stockholders of Arbinet (in their capacity as stockholders) than the transactions contemplated by the merger agreement and any alternative transaction (including any modification to the terms of the merger agreement) proposed by Primus.

The term intervening event means, with respect to Arbinet, a material event or circumstance that was not known or reasonably foreseeable to the Arbinet board of directors on the date of the merger agreement (or if known, the consequences of which are not known to or reasonably foreseeable by such board of directors as of the date of the merger agreement), which event or circumstance, or any material consequences thereof, becomes known to the Arbinet board of directors prior to the time at which Arbinet stockholders approve the merger agreement. In no event will the receipt, existence or terms of an acquisition proposal for Arbinet, or any consequence thereto, constitute, by itself, an intervening event.

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Arbinet s board of directors will be deemed to have changed its recommendation if it:

- withdraws, or proposes publicly to withdraw, the approval, recommendation or declaration of advisability of the merger agreement or the merger; or
- recommends, adopts or approves, or proposes publicly to recommend, adopt or approve, any acquisition proposal.

Under the merger agreement, the Arbinet board of directors will not be entitled to make a change in its recommendation until the fourth business day following Primus s receipt of written notice from Arbinet. That notice must (i) advise Primus of the intent to effect a change in the Arbinet board s recommendation, specify the material terms and conditions of the superior proposal and identify the person or group making the superior proposal or (ii) describe the intervening event if the intended change in the Arbinet board s recommendation relates to an intervening event.

Arbinet will not be allowed to make a change in the Arbinet board s recommendation and enter into an alternative agreement if during the four business day period described above Primus proposes any alternative transaction, unless Arbinet s board of directors determines in good faith (after considering the recommendation of the special committee of the board of directors and consultation with Arbinet s financial advisors and legal counsel and taking into account all financial, legal and regulatory terms and conditions of that alternative transaction proposal) that such alternative transaction proposal is not at least as favorable to Arbinet s stockholders as the superior proposal. Any change in the financial or other material terms of a superior proposal in response to any alternative transaction proposal (including any modifications to the terms of the merger agreement) by Primus will require Arbinet to provide Primus with a new notice and a new four business day period. At the request of Primus, Arbinet will be required to engage in good faith negotiations with Primus during the four business day period described above to amend the merger agreement in a manner such that the failure by Arbinet s board of directors to make a change in its recommendation would no longer cause Arbinet s board of directors to be inconsistent with its fiduciary duties under applicable law.

Arbinet must provide written notice to Primus as promptly as practicable after receiving an acquisition proposal. In addition, Arbinet must provide to Primus copies of any written materials received by Arbinet from any person in connection with any acquisition proposal and the identity of the person making such acquisition proposal.

Indemnification and Insurance. Primus has agreed to cause the Surviving Entity to comply with the obligations of the Surviving Entity under all indemnification obligations of Arbinet in favor of the directors and officers of Arbinet and its subsidiaries. Primus has also agreed that the certificate of incorporation of the Surviving Entity and each of its subsidiaries will contain provisions no less favorable with respect to indemnification and advancement of expenses than are set forth in the certificate of incorporation of Arbinet or such subsidiary, and that it will not amend, repeal or modify such provisions for a period of six years from the effective time of the merger in any manner that would adversely effect the rights of individuals who were at any time between the date of the merger agreement and the effective time of the merger directors, officers, employees, fiduciaries or agents of Arbinet or any of its subsidiaries in respect of actions or omissions occurring at or prior to the effective time of the merger.

Primus has agreed to purchase directors and officers liability insurance tail coverage that provides for a period of six years that is no less favorable in both amount and terms and conditions of coverage than Arbinet s existing directors and officers liability insurance, or if substantially equivalent insurance coverage is not available, the best available coverage. However, Primus is not required to purchase tail coverage if the aggregate cost (for the entire six year tail coverage period) is more than 250% of the aggregate premium paid by Arbinet for the existing directors and officers liability insurance policies. If the cost of the insurance exceeds the 250% cap, Primus has agreed instead to purchase the best available coverage for 250% of the aggregate premium paid by Arbinet for the existing directors and officers liability insurance.

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Further Action. Upon the terms and subject to the conditions of the merger agreement, each of the parties to the merger agreement agreed to cooperate and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable law to consummate the merger and the other transactions underlying the merger agreement, including by (i) preparing and filing as promptly as practicable with any governmental authority or other third party all documentation to effect all necessary filings, notices, and other documents, (ii) obtaining and maintaining all approvals, consents and other confirmations required to be obtained to consummate the merger and the other transactions underlying the merger agreement, and (iii) vigorously defending or contesting any litigation or administrative proceeding, and seeking to have vacated, lifted, reversed or overturned any order, decree, injunction or ruling that is in effect, and that seeks to or would prohibit, prevent, enjoin or materially restrain or delay the consummation of the Merger or any such other transactions.

Employee Matters. The Surviving Entity has agreed to employ all persons who were employees of Arbinet immediately prior to the effective time of the merger. However, the Surviving Entity will have no obligation to continue employing any such employee thereafter except pursuant to any employment agreement existing on the date of the merger agreement. Arbinet employees who the Surviving Entity decides to continue to employ after the effective time of the merger are to be provided benefits that are comparable to other similarly situated employees of Primus. The Surviving Entity is to treat the period of employment with Arbinet (and with predecessor employers with respect to which Arbinet has granted service credit) as employment and service with Primus and the Surviving Entity for benefit plan eligibility and vesting purposes (but not for purposes of benefit accruals or benefit computations, other than for purposes of vacation, sick pay or other paid time off) for all of the Surviving Entity s employee benefit plans and arrangements to the extent service with Primus or the Surviving Entity is recognized under any such plan, program or arrangement, except to the extent such treatment would result in duplicative benefits for the same period of service, to the extent such service is prior to a specific date before which service would not have been credited for employees of Primus. For the calendar year in which the merger occurs, Primus has agreed to credit each employee of Arbinet or any of its subsidiaries with an amount of vacation and sick leave equal to the employee s unused vacation and sick leave under Arbinet s vacation and sick leave policy as in effect immediately prior to the effective time of the merger.

The Surviving Entity has agreed to waive, and to use its commercially reasonable efforts to cause the relevant insurance carriers to waive, restrictions and limitations under any medical or dental plan for any medical condition existing as of the effective time of the merger of any employee or his or her eligible dependents, so long as those persons have the requisite creditable service prior to the effective time of the merger. However, this treatment will not apply to a preexisting condition of any employee or former employee of Arbinet who is, at the effective time of the merger, excluded from participation from Arbinet s employee benefit plans by virtue of a preexisting condition. In addition, any employee or former employee of Arbinet whose credited service with Arbinet would still subject him or her to an exclusion or waiting period if such service were treated as service with Primus or the Surviving Entity will be subject to the exclusion or waiting period until he or she has sufficient aggregate service with the Surviving Entity and Arbinet. Further, the Surviving Entity is to use its commercially reasonable efforts to offer to each Arbinet employee coverage under a group health plan that credits that employee toward the deductibles, co-payments and out-of-pocket expenses imposed under the group medical and dental plan of the Surviving Entity, for the year during which the merger occurs, with any deductible, co-payments and out-of-pocket expenses already incurred during that year under the relevant Arbinet plan.

Stockholder Litigation. Arbinet has agreed (i) to give Primus the opportunity to participate in the defense or settlement of any stockholder litigation against Arbinet or its directors or officers relating to the merger or any other transactions contemplated by the merger agreement and (ii) not to settle any such litigation without the prior written consent of Primus (and such consent is not to be unreasonably withheld, conditioned or delayed).

Reorganization. Primus and Arbinet have agreed to use their reasonable best efforts to cause the merger to qualify as a reorganization within the meaning of Section 368(a) of the Code, and to file all tax returns consistent with the treatment of the merger as a reorganization.

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Arbinet Cash Statements. Arbinet has agreed to provide to Primus each Wednesday a statement setting forth the cash and cash equivalents and outstanding indebtedness of the Arbinet and its subsidiaries on a consolidated basis as of the end of the prior week.

Arbinet has also agreed to provide to Primus on the third trading day prior to the closing date of the merger a statement setting forth the cash and cash equivalents, marketable securities and outstanding indebtedness of Arbinet and its subsidiaries on a consolidated basis. Any statement provided by Arbinet on the third trading day prior to the closing date of the merger must itemize the net cash proceeds, if any, generated by Arbinet as a result of an IP Sale. If (a) the third trading day prior to the closing date of the merger falls on or between the 1st and the 15th day of the month, then the calculations provided in the statement must be as of the last business day of the immediately preceding calendar month and (b) the third trading day prior to the closing date of the merger falls on or between the 16th day and the last day of the month, then the calculations provided in the statement must be as of the 14th day of the then current calendar month.

Listing Application. Primus has agreed to use its reasonable best efforts to obtain the approval of the NASDAQ for the listing of Primus s existing shares of common stock and to cause the shares of its common stock to be issued in the merger to be approved for listing on the NASDAQ prior to the effective time of the merger, subject to official notice of issuance.

Primus Board Vacancies. Between the date of the merger agreement and the effective time of the merger, the Primus board of directors is to consider, among other qualified candidates, the independent directors of Arbinet as of the date of the merger agreement when considering potential director nominees to appoint or elect to the Primus board of directors. However, the Primus board of directors has no obligation to appoint or elect any of the Arbinet directors to the Primus board of directors.

Conditions to the Merger

Conditions to the Obligations of Each Party to Effect the Merger. The respective obligations of each party to effect the merger will be subject to the satisfaction of the following conditions at or prior to the closing date:

the approval and adoption of the merger agreement by the requisite approval of Arbinet s stockholders;

the approval of the issuance of Primus common stock pursuant to the merger agreement by the requisite approval of Primus s stockholders;

the absence of any statute, rule, regulation, order, decree, injunction or ruling that remains in effect and prohibits, prevents or enjoins the consummation of the merger;

the registration statement that includes this joint proxy statement/prospectus shall have become effective under the Securities Act and shall not be the subject of any stop order or proceeding seeking a stop order, and no proceeding for that purchase shall have been initiated or threatened in writing by the SEC;

all consents and approvals of (or filings or registrations with) any governmental authority required in connection with the execution, delivery and performance of the merger agreement shall have been obtained or made, except for (i) filings to be made after the effective time of the merger and (ii) and such consent, approval, filing or registration the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a material adverse effect with respect to Primus or Arbinet; and

the authorization required to be obtained from the FCC shall have been obtained; however, in the event that at the time of the receipt of any authorization required to be obtained from the FCC and prior to the closing date of the merger, with respect to such FCC authorization if (i) any request for a stay or any similar request is pending, any stay is in effect, the action or decision has been vacated, reversed, set aside, annulled or suspended and any deadline for filing such a request that may be designated by

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statute or regulation has not passed, (ii) any petition for rehearing or reconsideration or application for review is pending and the time for the filings of any such petition or application has not passed, (iii) any governmental authority has undertaken to reconsider the action on its own motion and the deadline within which it may effect such reconsideration has not passed or (iv) any appeal is pending or in effect and any deadline for filing any such appeal that may be specified by statute or rule has not passed, then such FCC authorization shall not be deemed to have been obtained, but only for so long as any of the events set forth above exist or, upon the agreement of both Primus and Arbinet, earlier.

Additional Conditions to the Obligations of Arbinet. Unless waived by Arbinet, the obligation of Arbinet to effect the merger is subject to the fulfillment at or prior to the closing date of the following additional conditions:

performance in all material respects by each of Primus and Merger Sub of its obligations required to be performed by it under the merger agreement at or prior to the closing date;

certain representations and warranties of Primus and Merger Sub contained in the merger agreement being true and correct in all material respects at and as of the closing date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);

other representations and warranties of Primus and Merger Sub contained in the merger agreement being true and correct (without giving effect to any qualification as to materiality or material adverse effect) at and as of the closing date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), except where the failure of any such representations and warranties to be so true and correct would not, individually or in the aggregate, have a material adverse effect;

receipt by Arbinet of a certificate signed on behalf of Primus by an executive officer to the effect that the conditions specified in the preceding three items have been satisfied;

receipt by Arbinet of an opinion from its legal counsel, dated as of the closing date, to the effect that for federal income tax purposes (i) the merger will be treated as a reorganization within the meaning of Section 368(a) of the Code and (ii) each of Primus, Merger Sub and Arbinet will be a party to the reorganization within the meaning of Section 368(b) of the Code; however, this condition will not be applicable if there has been an IP Sale or spin-off of patents and associated rights and as a result Arbinet s legal counsel is unable to delivery such opinion; and

the absence of any change in the condition (financial or otherwise), operations, business or properties of Primus and its subsidiaries that constitutes or is reasonably likely to constitute a material adverse effect.

Additional Conditions to the Obligations of Primus and Merger Sub. Unless waived by Primus, the obligations of Primus and Merger Sub to effect the merger are subject to the fulfillment at or prior to the closing date of the following additional conditions:

performance in all material respects by Arbinet of its obligations required to be performed by it under the merger agreement at or prior to the closing date;

certain representations and warranties of Arbinet contained in the merger agreement being true and correct in all material respects at and as of the closing date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);

other representations and warranties of Arbinet contained in the merger agreement being true and correct (without giving effect to any qualification as to materiality or material adverse effect) at and as of the closing date (except to the extent expressly made as of

an earlier date, in which case as of such earlier date), except where the failure of any such representations and warranties to be so true and correct would not, individually or in the aggregate, have a material adverse effect;

receipt by Primus of a certificate signed on behalf of Arbinet by an executive officer to the effect that the conditions specified in the preceding three items have been satisfied;

receipt by Primus of an opinion from its legal counsel, dated as of the closing date, to the effect that for federal income tax purposes (i) the merger will be treated as a reorganization within the meaning of Section 368(a) of the Code and (ii) each of Primus, Merger Sub and Arbinet will be a party to the reorganization within the meaning of Section 368(b) of the Code; however, this condition will not be applicable, if there has been an IP Sale or spin-off of patents and associated rights and as a result Primus s legal counsel is unable to delivery such opinion;

the absence of any change in the condition (financial or otherwise), operations, business or properties of Arbinet and its subsidiaries that constitutes or is reasonably likely to constitute a material adverse effect;

receipt by Primus of a statement setting forth the cash and cash equivalents, marketable securities and outstanding indebtedness of Arbinet and its subsidiaries on a consolidated basis, as described above under Certain Additional Agreements Arbinet Cash Statements;

the number of Arbinet shares for which demands for appraisal have been made and not been withdrawn shall not exceed 10% of the outstanding shares of Arbinet common stock immediately prior to the effective time of the merger; and

Arbinet shall have taken all actions necessary under its 2004 Stock Incentive Plan to cancel, as of the effective time of the merger, all stock options and stock appreciation rights that as of the effective time of the merger have an exercise price or base price in excess of the greater of (i) $6.05 and (ii) the closing stock price of Arbinet common stock on the NASDAQ on the last trading day immediately prior to the closing date, in each case on a per share basis.

Termination, Amendment and Waiver

Termination

The merger agreement may be terminated at any time prior to the effective time of the merger, whether before or after the approval and adoption of the merger agreement by Arbinet stockholders or the approval by Primus stockholders of the issuance of shares of Primus common stock pursuant to the merger agreement:

by mutual written agreement of Primus and Arbinet;

by either Primus or Arbinet if:

the merger has not occurred on or before the outside date, which is May 31, 2011, but neither party may terminate the merger agreement under this provision if that party s breach of any provision of the merger agreement has contributed to, or otherwise resulted in, the failure of the merger to occur on or before the outside date;

a court of competent jurisdiction or other governmental authority has issued a final, non-appealable order, decree or ruling permanently restraining, enjoining or otherwise prohibiting the merger;

the Arbinet stockholders have failed to approve and adopt the merger agreement; or

the Primus stockholders have failed to approve the issuance of shares of Primus common stock pursuant to the merger agreement;

by Primus if:

Arbinet is in breach of the merger agreement such that certain conditions set forth in the merger agreement are not capable of being satisfied and that breach is not cured prior to the earlier of 30 days after notice of the breach to Arbinet and the outside date, but Primus will have no right to terminate the merger agreement under this provision if Primus is then in material breach with respect to its obligations under the merger agreement; or

Arbinet s board of directors changes its recommendation to Arbinet s stockholders to approve the merger agreement; or

by Arbinet if:

Primus is in breach of the merger agreement such that certain conditions set forth in the merger agreement are not capable of being satisfied and that breach is not cured prior to the earlier of 30 days after notice of the breach to Primus and the outside date, but Arbinet will have no right to terminate the merger agreement under this provision if it is then in material breach with respect to its obligations under the merger agreement; or

prior to adoption of the merger agreement by Arbinet s stockholders, Arbinet s board of directors changes its recommendation and authorizes Arbinet to enter into, and Arbinet concurrently enters into, a definitive agreement with respect to a superior proposal; however, termination under this portion of the merger agreement will not be effective until Arbinet has made payment to Primus of the $1,250,000 fee described below under Fees and Expenses.

Except for the payment of a termination fee and expenses as described under Fees and Expenses, none of the parties to the merger agreement will have any liability upon termination of the merger agreement except for liability for damages for any willful and material breach by such party.

Fees and Expenses

Arbinet will be obligated to pay a $1,250,000 termination fee to Primus if:

Arbinet terminates the merger agreement prior to obtaining the approval of Arbinet s stockholders because Arbinet s board of directors authorizes Arbinet to enter into, and Arbinet concurrently enters into, a binding definitive agreement in respect of a superior proposal;

Primus terminates the merger agreement because Arbinet s board of directors changes its recommendation to Arbinet s stockholders to approve the merger agreement;

Primus or Arbinet terminates the merger agreement because Arbinet s stockholders fail to approve the merger agreement, and within 18 months after such termination, Arbinet enters into a definitive agreement in respect of any acquisition proposal or any acquisition proposal is consummated. For purposes of this section of the merger agreement, the references to 20% in the definition of acquisition proposal will be deemed references to 50%; or

Primus terminates the merger agreement because Arbinet breaches its representations and warranties or fails to perform its obligations under the merger agreement, and within 18 months after such termination Arbinet enters into a definitive agreement in respect of any acquisition proposal or any acquisition proposal is consummated. For purposes of this section of the merger agreement, the references to 20% in the definition of acquisition proposal will be deemed references to 50%

The merger agreement provides that all expenses incurred by the parties will be borne by the party that has incurred the expenses. However, Arbinet will be required to reimburse Primus for its expenses in an amount up to $750,000 if the merger agreement is terminated:

by Primus or Arbinet because Arbinet s stockholders fail to approve the merger agreement; or

by Primus because of Arbinet s uncured material breach of the merger agreement.

In addition, Primus will be required to reimburse Arbinet for its expenses of up to $750,000 if the merger agreement is terminated by Arbinet because of Primus s uncured material breach of the merger agreement.

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To obtain reimbursement, the requesting party will be required to deliver an itemization of expenses within 10 business days following the termination of the merger agreement, with further updates and supplements to such itemization accepted until the 60th day after termination of the merger agreement. If Arbinet is required to reimburse Primus for any of its expenses, that amount will be credited against any termination fee paid by Arbinet with respect to an acquisition proposal associated with the 18-month period described above.

Potential Sale of Primus Wholesale Business

If the merger agreement is terminated by Arbinet as a result of Arbinet s board of directors changing its recommendation and authorizing Arbinet to enter into a definitive agreement with a third party with respect to a superior proposal prior to adoption of the merger agreement by Arbinet s stockholders, and Arbinet enters into a definitive agreement with respect to a superior proposal, then Arbinet is required, upon written request of Primus within 30 days of termination, to use Arbinet s commercially reasonably efforts to effect the acquisition of Primus s wholesale communications business by the third party on terms mutually acceptable to Primus and the third party (which Primus anticipates would include relative price terms that would include a consideration for synergies associated with the merger of Primus and Arbinet).

If the third party purchases Primus s wholesale business, Primus s right to the $1,250,000 termination fee is waived, and any such fee received would be refunded.

Amendment; Waiver

Prior to the effective time of the merger, the merger agreement may be amended at any time in writing by action of the parties respective boards of directors. However, (i) if the merger agreement has been adopted by Arbinet s stockholders, then no amendment can be made that by law requires the further approval of Arbinet s stockholders without receipt of that further approval and (ii) if the issuance of shares of Primus common stock pursuant to the merger agreement has been approved by Primus s stockholders, then no amendment can be made that by law requires the further approval of Primus s stockholders without receipt of that further approval.

At any time prior to the effective time of the merger, each of Primus, Merger Sub and Arbinet may:

- extend the time for the performance of any obligations of the other party;
- waive any inaccuracies in the representations and warranties of the other party; or
- waive compliance with any agreement or condition for the benefit of that party.

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MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE MERGER

General

The following is a discussion of the material U.S. federal income tax consequences of the merger to Arbinet stockholders who exchange their shares of Arbinet common stock for shares of Primus common stock in the merger. This discussion addresses only Arbinet stockholders who are U.S. holders (as defined below) and hold Arbinet common stock as a capital asset. It does not address all of the U.S. federal income tax consequences that may be relevant to a particular Arbinet stockholder in light of that stockholder s individual circumstances or to Arbinet stockholders who are subject to special rules, including, without limitation:

- financial institutions or insurance companies;
- mutual funds;
- tax-exempt organizations;
- dealers or brokers in securities or foreign currencies;
- traders in securities who elect to apply a mark-to-market method of accounting;
- stockholders who are not U.S. holders;
- persons who holds shares of Arbinet common stock as part of an integrated investment such as a straddle, hedge, constructive sale, conversion transaction or other risk reduction transaction;
- stockholders who acquired their shares of Arbinet common stock pursuant to the exercise of warrants or employee stock options or otherwise as compensation or in connection with the performance of services; and
- pass-through entities and persons who hold an interest in such entities.

For purposes of this discussion, a U.S. holder means a beneficial owner of Arbinet common stock that is (i) an individual citizen or resident of the United States, (ii) a corporation or other entity taxable as a corporation created in or organized under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source or (iv) a trust (a) that is subject to the primary jurisdiction of a court within the United States and the control of one or more U.S. persons or (b) that has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

The U.S. federal income tax consequence to a partner in an entity or arrangement treated as a partnership, for U.S. federal income tax purposes, that holds Arbinet common stock generally will depend on the status of the partner and the activities of the partnership. Partners in a partnership holding Arbinet common stock are encouraged to consult their own tax advisors as to the particular U.S. federal income tax consequences of the merger applicable to them.

This discussion also does not address the tax consequences of the merger under foreign, state, local or other tax laws. The following discussion is based on existing U.S. federal income tax law, including the provisions of the Code, the Treasury Regulations thereunder, IRS rulings, judicial decisions and other administrative pronouncements, all as in effect on the date of this joint proxy statement/prospectus. Neither Primus nor

Arbinet can provide any assurance that future legislative, administrative or judicial changes or interpretations will not affect the accuracy of the statements or conclusions set forth below. Any future change in the U.S. federal income tax laws or interpretations thereof could apply retroactively and could affect the accuracy of the following discussion. In addition, neither Primus nor Arbinet can assure you that the IRS will agree with the conclusions expressed herein.

Arbinet stockholders are encouraged to consult their tax advisors as to the specific tax consequences to them of the merger, including the applicability and effect of U.S. federal, state, local and foreign income and other tax laws in their particular circumstances.

Tax Opinions

Except in the event Arbinet sells or distributes certain patents and associated rights prior to the merger, it is a condition to the completion of the merger that Arbinet receive a written opinion from its counsel, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., and that Primus receive a written opinion from its counsel, Andrews Kurth LLP, in each case dated as of the effective date of the merger, to the effect that the merger will qualify as a reorganization within the meaning of Section 368(a) of the Code. Although neither Arbinet nor Primus intend to waive this closing condition, a distribution by Arbinet of certain patents and associated rights (or the proceeds from a sale thereof) may prevent the merger from qualifying as a reorganization, in which case this condition will not be applicable and we will not resolicit stockholder approval if counsel is unable to deliver the opinions as a result.

The opinions of counsel, if delivered, will rely on certain assumptions as well as representations made by Primus, Merger Sub and Arbinet, including factual representations and certifications contained in officers certificates to be delivered at closing, and will assume that these representations are true, correct and complete, without regard to any knowledge limitation. If any of these representations or assumptions are inconsistent with the actual facts, counsel may not be able to render the required opinions, or the opinions could become invalid as a result, and the U.S. federal income tax treatment of the merger could be adversely affected. An opinion of counsel represents counsel s best legal judgment and is not binding on the Internal Revenue Service or any court. No ruling has been, or will be, sought from the Internal Revenue Service as to the tax consequences of the merger.

Tax Consequences of the Merger to Arbinet Stockholders

Assuming that the merger qualifies as a reorganization within the meaning of Section 368(a) of the Code, the merger will have the following material U.S. federal income tax consequences to U.S. holders:

Exchange of Arbinet Common Stock for Primus Common Stock. Except as discussed below with respect to the receipt of cash in lieu of fractional shares, no gain or loss will be recognized by a U.S. holder as a result of the surrender of shares of Arbinet common stock solely in exchange for shares of Primus common stock pursuant to the merger.

Basis and Holding Period of Merger Consideration. The aggregate tax basis of the shares of Primus common stock received in the merger will be the same as the aggregate tax basis of the shares of Arbinet common stock surrendered in exchange for the Primus common stock, reduced by the tax basis allocable to any fractional share of Primus common stock received. The holding period of the shares of Primus common stock received will include the holding period of shares of Arbinet common stock surrendered in exchange for the Primus common stock.

Cash in Lieu of Fractional Shares. A U.S. holder who receives cash instead of a fractional share of Primus common stock in the merger will be treated as having received the fractional share in the merger and then as having sold the fractional share for cash and should generally recognize capital gain or loss equal to the difference between the amount of the cash received instead of a fractional share and the stockholder s tax basis allocable to such fractional share (as described above). Any such capital gain or loss will be a long-term capital gain or loss if the Arbinet common stock exchanged for the fractional share of Primus common stock was held for more than one year at the time of the merger.

Dissenting Stockholders. A U.S. holder who exercises appraisal rights with respect to the merger will recognize capital gain or loss equal to the difference, if any, between the cash received via appraisal and such U.S. holder s adjusted tax basis in its Arbinet common stock with respect to which the appraisal rights were exercised. This capital gain or loss will be long-term or short-term capital gain or loss depending upon the U.S. holder s holding period for its Arbinet common stock with respect to which the appraisal rights were exercised. For more details regarding appraisal rights with respect to the merger, see The Merger Appraisal Rights beginning on page 128.

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Reporting Requirements. A U.S. holder will be required to retain records pertaining to the merger and may be required to file with such U.S. holder s U.S. federal income tax return for the year in which the merger takes place a statement setting forth certain facts relating to the merger.

Information Reporting and Backup Withholding. Cash payments received by a U.S. holder pursuant to the merger are subject to information reporting, and may be subject to backup withholding at the applicable rate, currently 28%, if the U.S. holder fails to provide a valid taxpayer identification number and comply with certain certification procedures or otherwise establish an exemption from backup withholding. Backup withholding is not an additional United States federal income tax. Rather, the U.S. federal income tax liability of the person subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is timely furnished to the IRS.

Failure to Qualify as a Reorganization

If the merger fails to qualify as a reorganization within the meaning of Section 368(a) of the Code, including as a result of a distribution by Arbinet of certain patents and associated rights (or the proceeds from a sale thereof) prior to the merger, each U.S. holder would recognize gain or loss equal to the difference between (1) the sum of the fair market value of the shares of Primus common stock and any cash received instead of fractional shares of Primus common stock pursuant to the merger and (2) the U.S. holder s adjusted tax basis in the shares of Arbinet common stock surrendered in exchange therefor. Generally, in such event, the tax basis in the Primus common stock received pursuant to the merger would equal its fair market value as of the date of the merger, and the holding period of Primus common stock received would begin the day after the merger.

The foregoing discussion is not intended to be legal or tax advice to any particular Arbinet stockholder. Tax matters regarding the merger are very complicated, and the tax consequences of the merger to any particular Arbinet stockholder will depend on that stockholder s particular situation. Arbinet stockholders are encouraged to consult their own tax advisors regarding the specific tax consequences of the merger, including tax return reporting requirements, the applicability of federal, state, local and foreign tax laws and the effect of any proposed change in the tax laws to them.

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COMPARISON OF STOCKHOLDER RIGHTS

The rights of Primus stockholders are governed by Primus s certificate of incorporation and by-laws, each as amended, and the laws of the State of Delaware, and the rights of Arbinet stockholders are governed by Arbinet s certificate of incorporation and by-laws, each as amended, and the laws of the State of Delaware. After the merger, Arbinet stockholders will become stockholders of Primus and accordingly their rights will be governed by Primus s certificate of incorporation and by-laws, each as amended, and the laws of the State of Delaware. While the rights and privileges of Arbinet stockholders are, in many instances, similar to those of the stockholders of Primus, there are some differences. These differences arise from differences between the respective certificates of incorporation and by-laws of Primus and Arbinet.

The following discussion summarizes the material differences between the rights of Primus stockholders and Arbinet stockholders as of the date of this document. The following discussion is only a summary and does not purport to be a complete description of all the differences. Please consult the respective certificates of incorporation and by-laws of Primus and Arbinet.

Primus	Arbinet
Capital Stock	
Primus is authorized to issue:	Arbinet is authorized to issue:
80,000,000 shares of common stock, par value $0.001 per share, of which 9,816,463 were issued and outstanding as of January 7, 2011; and	15,000,000 shares of common stock, $0.001 par value per share, of which 5,529,435 were issued and outstanding as of January 7, 2011; and
20,000,000 shares of preferred stock, par value $0.001 per share, of which none were issued and outstanding as of January 7, 2011.	5,000,000 shares of preferred stock $0.001 par value per share, of which none were issued and outstanding as of January 7, 2011.
Stockholder Consents	
Primus stockholders may act by written consent.	Arbinet stockholders may not take any action by written consent in lieu of a meeting.
Votes Per Share	
Each stockholder is entitled to one vote per share.	Each stockholder is entitled to one vote per share. Holders of common stock, however, are not entitled to vote on any amendment to the certificate of incorporation that relates solely to the terms of one or more outstanding series of preferred stock if the holders of the affected series are entitled to vote on the amendment.

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Primus	Arbinet
Business Combinations	
Primus s certificate of incorporation does not contain any provision requiring a supermajority vote of stockholders for business combinations. In addition, Primus s certificate of incorporation contains a provision opting out of the business combination provisions of Section 203 of the Delaware General Corporate Law.	Arbinet s certificate of incorporation does not contain any provision requiring a supermajority vote of stockholders for business combinations.
Liquidation	
Neither Primus s certificate of incorporation nor its by-laws addresses stockholder liquidation rights.	Upon the voluntary or involuntary dissolution or liquidation of Arbinet, holders of common stock will be entitled to receive all assets of Arbinet available for distribution to its stockholders, subject to any preferential or other rights of any then outstanding preferred stock.
Director Nominations	
Neither Primus s certificate of incorporation nor its by-laws addresses the nomination of directors.	Director nominations may be made (i) by or at the direction of the board of directors or (ii) by any stockholder of the corporation who (a) complies with the notice procedures set forth in Arbinet s by-laws and (b) is a stockholder of record on the date of the giving of the notice and on the record date for the determination of stockholders entitled to vote at the meeting.
Election of Directors	
Directors of Primus are elected by a plurality of the votes cast at each annual meeting of the stockholders and each director duly elected will hold office for a term that expires at the annual meeting of stockholders in the second year following the year of his election.	Directors of Arbinet are elected by a plurality of the votes cast by the stockholders entitled to vote on the election and each director serves for a term ending on the date of the third annual meeting following the annual meeting at which such director was elected.
Removal of Directors	
A director may be removed, with or without cause, at any time by the affirmative vote of a majority in voting power of the outstanding capital stock of Primus then entitled to vote at an election of directors at a special meeting of the stockholders called for the purpose.	Subject to the rights of any series of preferred stock, directors may be removed only for cause and only by the affirmative vote of the holders of at least 75% of the votes that all the stockholders would be entitled to cast in the annual election of directors or class of directors.

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Primus	Arbinet
Stockholder Proposals	
Neither Primus s certificate of incorporation nor its by-laws contains any provision governing the submission of proposals by stockholders.	A stockholder s notice to the secretary must set forth for each matter the stockholder proposes to bring before the annual meeting (i) a brief description of the business the stockholder desires to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that the business includes a proposal to amend Arbinet s by-laws, the language of the proposed amendment), and the reasons for conducting this business at the annual meeting, (ii) the name and address, as they appear on Arbinet s books, of the stockholder proposing the business, and the name and address of the beneficial owner, if any, on whose behalf the proposal is made, (iii) the class and number of shares of stock of Arbinet which are owned, of record and beneficially, by the stockholder and beneficial owner, if any, (iv) a description of all arrangements or understandings between the stockholder or beneficial owner, if any, and any other people (including their names) in connection with the proposal of the business by the stockholder and any material interest of the stockholder or beneficial owner, if any, in this business, (v) a representation that the stockholder intends to appear in person or by proxy at the annual meeting to bring the business before the meeting and (vi) a representation whether the stockholder or the beneficial own