

Reference Offer for Wholesale Roaming Access

Published on the grounds of Article 3 of Regulation (EU) No 531/2012 of the European Parliament and the Council of 13 June 2012

Whereas, Regulation (EU) No 531/2012 of the European Parliament and the Council of 13 June 2012 provides that:

(i) "Mobile virtual network operators (MVNOs) and resellers of mobile communication services without their own network infrastructure typically provide roaming services based on commercial wholesale roaming agreements with their host mobile network operators in the same Member State."

(ii) "The removal of those obstacles and balancing the negotiation power between MVNOs/resellers and mobile network operators by an access obligation and wholesale caps should facilitate the development of alternative, innovative and Union-wide roaming services and offers for customers."

This Reference Offer for Wholesale Roaming Access ('Reference Offer') includes the main components, necessary for wholesale roaming access as referred to in Article 3 of Regulation (EU) No 531/2012 of the European Parliament and the Council of 13 June 2012. This Reference Offer shall serve as a basis for negotiations of Wholesale Roaming Access agreement.

I. DEFINITIONS

"Regulation" means Regulation (EU) No 531/2012 of the European Parliament and the Council of 13 June 2012

"Union-wide roaming" means the use of a mobile device by a roaming customer to make or receive intra-Union calls, to send or receive intra-Union SMS messages, or to use packet switched data communications, while in a Member State other than that in which the network of the domestic provider is located, by means of arrangements between the home network operator and the visited network operator;

"roaming customer" means a customer of a roaming provider of regulated roaming services, by means of a terrestrial public mobile communications network situated in the Union, whose contract or arrangement with that roaming provider permits Union-wide roaming;

"regulated roaming services" means a regulated roaming call, a regulated roaming SMS message and regulated data roaming services.

"regulated roaming call" means a mobile voice telephony call made by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network;

"Euro-voice tariff" means any tariff not exceeding the maximum charge provided for in Article 8 from the Regulation, which a roaming provider may levy for the provision of regulated roaming calls in accordance with that Article;

"SMS message" means a Short Message Service text message, composed principally of alphabetical and/or numerical characters, capable of being sent between mobile and/or fixed numbers assigned in accordance with national numbering plans;

"regulated roaming SMS message" means an SMS message sent by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network;

"euro-SMS tariff" means any tariff not exceeding the maximum charge provided for in Article 10 from the Regulation, which a roaming provider may levy for the provision of regulated roaming SMS messages in accordance with that Article;

"regulated data roaming service" means a roaming service enabling the use of packet switched data communications by a roaming customer by means of his mobile device while it is connected to a visited

network. A regulated data roaming service does not include the transmission or receipt of regulated roaming calls or SMS messages, but does include the transmission and receipt of MMS messages;

"euro-data tariff" means any tariff not exceeding the maximum charge provided for in Article 13 from the Regulation, which a roaming provider may levy for the provision of regulated data roaming services in accordance with that Article;

"wholesale roaming access" means direct wholesale roaming access or wholesale roaming resale access;

"direct wholesale roaming access" means the making available of facilities and/or services by a mobile network operator to another undertaking, under defined conditions, for the purpose of that other undertaking providing regulated roaming services to roaming customers;

"wholesale roaming resale access" means the provision of roaming services on a wholesale basis by a mobile network operator different from the visited network operator to another undertaking for the purpose of that other undertaking providing regulated roaming services to roaming customers.

"undertaking providing public electronic communications networks and/or services" shall be any sole trader or any legal person, that implements electronic communications for commercial purposes under the terms established by the national legislation of a Member State.

"Mobile Virtual Network Operator – MVNO" means an undertaking providing public electronic communications services in an EU member state different from the Access provider's country of operation, typically provided by a mobile electronic communications network and has no issued permission for use of individually assigned scarce resource – radio spectrum and has an individual permission issued by the National regulatory authority for use of individually assigned scarce resource – numbers or has operational independence, allowing for conclusion of individual roaming agreements.

"general authorisation" means a legal framework established by the Member State ensuring rights for the provision of electronic communications networks or services and laying down sector specific obligations that may apply to all or to specific types of electronic communications networks and services.

"reseller" means an undertaking providing public electronic communications services on its behalf that does not have an issued permission for use of individually assigned scarce resources – radio spectrum and numbers and has notified the National Regulatory authority for its intention to resell services provided by another undertaking providing electronic communication network and/or services via numbers of this other undertaking and acts in compliance with all legislative requirements associated with the general authorization."

"Services" shall mean the services as specified by Telekom Austria Group Company as the same may be amended from time to time by Telekom Austria Group.

"Technical Specifications" shall mean the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP.

"Requestor" shall mean a mobile network operator or a Mobile Virtual Network Operator or a reseller that has placed a reasonable request to a Telekom Austria Group Company for wholesale roaming access.

"Access user" means a Requestor that has signed an individual agreement for direct wholesale access or wholesale roaming resale access with a Telekom Austria Group Company.

"Access provider" means a Telekom Austria Group Company which provides Wholesale Roaming Access to a respective access user, under this reference Offer.

"GSM Association Permanent Reference Documents" means a document noted as such by the PSMC to the General Assembly and listed as such by Headquarters on the list of Permanent Reference Documents.

"International Roaming" or **"IR"** shall mean the provision of Services by Telekom Austria Group Company in respect of which access is granted to Roaming Customers of Access user through Telekom Austria Group Company's Public Mobile Network.

II. The following types of access services are offered:

A) Direct Wholesale Roaming Access

1. Telekom Austria Group offers wholesale roaming services which are necessary for an MNO or an MVNO to offer retail roaming services upon receipt of reasonable request. For the avoidance of any doubt, wholesale roaming access is granted by each Telekom Austria Group company individually, i.e. conclusion of individual contract with one Telekom Austria Group company has no legally binding effect for any other Telekom Austria Group Company.

2. Requestor of Direct wholesale access shall be a MVNO. A request shall be considered as reasonable if it contains the following data:

- a) permission for use of individually assigned scarce resource/s;
- b) monthly traffic forecast for all roaming services applicable to the first 12 (twelve) months from the commercial launch;
- c) forecast for the capacity connections needed;
- d) technical information (interfaces and protocols) that proves compatibility with the services offered by Telekom Austria Group Company under this Reference Offer.

In addition to the data enclosed to the reasonable request the Requestor shall enclose the following documents:

- a) written documents evidencing the capacity of the Requestor to act as a personal data administrator;
- b) declaration by the legal representatives of the Requestor for the readiness of the Requestor to establish a bank guarantee;
- c) a reference from the servicing bank of the Requestor confirming the Requestor's reputable bank record;
- d) written documents evidencing the lack of pending tax payments to the state;
- e) written documents evidencing the lack of pending payment to the insurance funds;
- f) description of the current business of the Requestor.

3. Exchange of information and Services

3.1. Any exchange of information shall be governed by a non-disclosure agreement to be signed between the parties prior to such exchange. Telekom Austria Group Company shall provide the Requestor with a draft contract at the latest one month after the initial receipt of reasonable request and in case the request is in compliance with the requirements hereto. For the avoidance of any doubt, the term shall start only after a reasonable request with all the necessary documents is placed.

The wholesale roaming access shall be granted within a reasonable period of time not exceeding three months from the conclusion of the contract. Telekom Austria Group Company shall not be responsible for any delay arising from the Requestors conduct. The implementation of Services shall be in accordance with the Technical Specifications with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both Parties during the testing phase.

3.2. The Services provided by Telekom Austria Group:

- a) shall only be made available to individual roaming customers having valid legal relationships with Access User;
- b) may depend on the availability of appropriate functionality;

3.3. Roaming customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other Access Users' customers.

4. Following notice of change served by Telekom Austria Group Company to implement new Services or changes to any existing Services both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services) and shall agree the necessary actions to be performed.

5. Notwithstanding anything in the Agreement to the contrary, Telekom Austria Group Company may without liability suspend or terminate all or any of its services to roaming customer(s) in circumstances where it would suspend or terminate those Services to its own customers, including but not limited to:

- 5.1. Roaming Customers using equipment which is defective or illegal; or
- 5.2. Roaming Customers causing any technical or other problems on Telekom Austria Group Company's Public Mobile Network; or
- 5.3. suspected fraudulent or unauthorised use; or
- 5.4. authentication of the legal relationship not being possible; or

- 5.5. the amount due for real roaming traffic generated by Access user during a respective month equals to more than 70 % of the amount of the bank guarantee calculated accordingly to reflect the forecasted traffic for this specific month, unless the Access user provides an update of the bank guarantee according to p. II.12.3 or
- 5.6. maintenance or enhancement of its Public Mobile Network;
- 5.7. non-establishment and/or denial to update/renew the of bank guarantee within the specified term in case it is requested after the commercial start of the agreement or
- 5.8. Suspension for non-payment exceeding 2 months behind the due date.
- 5.9. In case the SIM-Cards are used for the purpose of sending commercial SMS.

6. In case of a proposed suspension of Services to all Roaming Customers Telekom Austria Group Company shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to Access user prior to the suspension taking effect. If the suspension continues for more than six (6) months, Access user shall have the right to terminate the Agreement with immediate effect by written notice.

7. Notwithstanding the provisions of Article 5, Access user has the right at any time, for technical reasons, without liability but upon detailed written notice to Telekom Austria Group Company, to suspend access to the Services to its Roaming Customers. Alternatively, if it is technically more practicable Access user may require Telekom Austria Group Company to suspend all of its Services to Roaming Customers of Access user. Telekom Austria Group Company shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.

8. The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by Telekom Austria Group Company or Access user as the case may be.

9. Telekom Austria Group applies GSMA Permanent Reference documents relevant to International Roaming for example but not limited to:

9.1. GSMA PRD Direct Wholesale Roaming Access Agreement and the Annexes representing integral part of it (published on the following web site: <https://infocentre2.gsma.com>;

9.2. GSMA PRDs related to Quality of Service;

9.3. GSMA PRDs related to Fraud Detection; and

9.4. GSMA PRDs relating to Billing between the parties including Invoicing, Settlement and dispute resolution.

10. Charges

10.1. Charges for regulated roaming services:

| | 01.07.2012 | 01.07.2013 | 01.07.2014 |
|-----------------------------------|--------------------|--------------------|-------------------|
| Voice (Mobile originated) charge* | 14 euro cents/ min | 10 euro cents/ min | 5 euro cents/ min |
| SMS charge(Mobile originated) | 3 euro cents | 2 euro cents | 2 euro cents |
| Data charge | 25 euro cents/ MB | 15 euro cents/MB | 5 euro cents/MB |

All tariffs are in Euros and exclusive of applicable VAT. The charges are subject (where appropriate) to the currency exchange rules in Article 1 of the Regulation.

**Mobile originated call is charged per second with the reservation however that Telekom Austria Group applies an initial minimum charging period of 30 seconds.*

10.2. The Prices for all other International Roaming services shall be applied according to a price list based on the destination and PRD AA.14 of the respective Telekom Austria Group Company.

10.3. Invoicing shall be on a monthly basis with a payment term of 15 days.

11. Access user shall send forecasts for the Traffic for each new period of 12 calendar months for the regulated roaming services, included in the forecast. Forecasts shall be made per regulated roaming services used. Forecasts shall be prepared every 12 (twelve) months and exchanged in the end December each year. The

initial traffic forecast is submitted prior to the signature of an agreement and shall be adjusted in the respective end December that first occurs after the date of conclusion of an agreement.

12. Bank guarantees

12.1. Telekom Austria Group Company may require the Requestor to provide a bank guarantee based on the roaming traffic forecast for the coming twelve months and in line with the applicable charges at the moment of its establishment.

12.2. The bank guarantee may be requested also after signature of the agreement. In case that the bank guarantee/ is requested by Telekom Austria Group Company after entry into force of the agreement, its initial amount shall be defined on the basis of the last 12-month forecast submitted by Access user.

12.3. Telekom Austria Group Company may request an update of the amount of the bank guarantee in cases when the amount due for real roaming traffic generated by Access user in a respective month equals to more than 70 % of the amount of the bank guarantee calculated accordingly to reflect the forecasted traffic for this specific month as well as in cases when based on the credit estimation, issued by the credit agency, the presence of the raised credit risk has been ascertained compared to the previous credit estimation.

12.4. In case that Telekom Austria Group Company requested the establishment of bank guarantee after entry into force of the agreement, or it requested an update, the refusal or inaction of Access user to establish or respectively to update the amount or/and term of the bank guarantee, Telekom Austria Group Company may immediately suspend the service provision.

12.5. Telekom Austria Group Company has the right to receive a bank guarantee within the whole duration of the valid commercial relationship between the parties. In case that the provided bank guarantee is for a definite term, Telekom Austria Group Company is entitled to request its renewal during the agreement validity period.

12.6. Telekom Austria Group Company is entitled to use the provided bank guarantee for all amounts due by Access user up to the amount of the delayed payments together with the interest, as defined in the individual agreement signed between the parties, accrued for the period of delay.

12.7. The Requestor/Access user shall provide the required Bank guarantee at least 5 working days before conclusion of the agreement or within 5 working days upon request by Telekom Austria Group Company for renewal according to p. 12.5 above or for its update as per p. 12.3 above.

13. Where the Requestor desires to enter into commercial negotiations to also include components not covered by the reference offer, Telekom Austria Group Company shall respond to such a request within a reasonable period of time not exceeding two months from its initial receipt.

B) Wholesale Roaming Resale access

1. Telekom Austria Group offers upon receipt of reasonable request wholesale Union-wide roaming services required to allow a Requestor to provide regulated roaming services of satisfactory quality as follows:

1.1. Outgoing roaming call made from a network within the EU/EEA to EU/EEA destination including Value added services/ premium rate numbers;

1.2. Roaming SMS MO (mobile originated) from EU/EEA roaming network to EU/EEA destinations including VAS/premium rate numbers;

1.3. PSD roaming traffic generated within EU/EEA.

Where a new wholesale Union-wide roaming agreement is negotiated, existing resale access agreements will automatically be extended to cover access to the new visited network. Similarly, if a wholesale Union-wide roaming agreement is varied or terminated, the relevant changes apply automatically to existing access agreements.

2. A request shall be considered as reasonable if it contains the following data:

- a) evidence that the Requestor is authorised under its national legislation to provide regulated roaming services;
- b) traffic forecast for all roaming services applicable to the first 12 (twelve) months from the commercial launch;

In addition to the data enclosed to the reasonable request the Requestor shall enclose the following documents:

- a) written documents evidencing the capacity of the Requestor to act as a personal data administrator;
- b) declaration by the legal representatives of the Requestor for the readiness of the Requestor to establish a bank guarantee;
- c) a reference from the servicing bank of the Requestor confirming the Requestor's reputable bank record;
- d) written documents evidencing the lack of pending tax payments to the state;
- e) written documents evidencing the lack of pending payment to the insurance funds;
- f) description of the current business of the Requestor.

3. Exchange of information and Services

3.1. Any exchange of information shall be governed by a non-disclosure agreement to be signed between the parties prior to such exchange. Telekom Austria Group Company shall provide the Requestor with a draft contract, at the latest one month after the initial receipt of the request in case the request is in compliance with the requirements hereto. For the avoidance of any doubt, the term shall start only after a reasonable request with all the necessary documents is placed.

The wholesale roaming resale access shall be granted upon Telekom Austria Group Company's readiness to implement the service provision and within a reasonable period of time not exceeding three months from the conclusion of the contract. Telekom Austria Group Company shall not be responsible for any delay arising from the Requestor's conduct.

3.2. The Services provided by Telekom Austria Group:

- a) shall only be made available to individual roaming customers having valid legal relationships with Access User;
- b) may depend on the availability of appropriate functionality;

3.3. Roaming customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other Access Users' customers.

4. Following notice of change served by Telekom Austria Group Company for implementation of new Services or changes to any existing Services both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers' access to these Services) and shall agree the necessary actions to be performed.

5. Notwithstanding anything in the Agreement to the contrary, Telekom Austria Group Company may without liability suspend or terminate all or any of its services to roaming customer(s) in circumstances where it would suspend or terminate those services to its own customers, including but not limited to:

- 5.1. Roaming Customers using equipment which is defective or illegal; or
- 5.2. Roaming Customers causing any technical or other problems on Telekom Austria Group Company's Public Mobile Network; or
- 5.3. suspected fraudulent or unauthorised use; or
- 5.4. authentication of the legal relationship not being possible; or

- 5.5. the amount due for real roaming traffic generated by Access user in a respective month equals to more than 70 % of the amount of the bank guarantee calculated accordingly to reflect the forecasted traffic for this specific month, unless the Access user provides an update of the bank guarantee according to p. III.12.3 or
- 5.6. maintenance or enhancement of its Public Mobile Network;
- 5.7. non-establishment and/or denial to update/renew the of bank guarantee within the specified term in case it is requested after the commercial start of the agreement or
- 5.8. Suspension for non-payment exceeding 2 months behind the due date.
- 5.9. In case the SIM-Cards are used for the purpose of sending commercial SMS.

6. In case of a proposed suspension of Services to all Roaming Customers Telekom Austria Group Company shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to Access user prior to the suspension taking effect. If the suspension continues for more than six (6) months, Access user shall have the right to terminate the Agreement with immediate effect by written notice.

7. Notwithstanding the provisions of Article 5, Access user has the right at any time, for technical reasons, without liability but upon detailed written notice to Telekom Austria Group Company, to suspend access to the Services to its Roaming Customers. Alternatively, if it is technically more practicable Access user may require Telekom Austria Group Company to suspend all of its Services to Roaming Customers of Access user. Telekom Austria Group Company shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.

8. The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by Telekom Austria Group Company or Access user as the case may be.

9. Service quality parameters offered by Telekom Austria Group shall be identical to service quality offered to Telekom Austria Group's own roaming customers.

10. Charges

10.1. Charges for regulated roaming services:

| | 01.07.2012 | 01.07.2013 | 01.07.2014 |
|-----------------------------------|--------------------|--------------------|-------------------|
| Voice (Mobile originated) charge* | 14 euro cents/ min | 10 euro cents/ min | 5 euro cents/ min |
| SMS charge(Mobile originated)** | 3 euro cents | 2 euro cents | 2 euro cents |
| Data charge | 25 euro cents/ MB | 15 euro cents/MB | 5 euro cents/MB |

All tariffs are in Euros and exclusive of applicable VAT. The charges are subject (where appropriate) to the currency exchange rules in Article 1 from the Regulation.

** Mobile originated call is charged per -second with the reservation however that Telekom Austria Group applies an initial minimum charging period of 30 seconds. Voice (mobile originated) to VAS/premium rate numbers is charged in accordance with Clause 10.2.*

*** SMS (Mobile originated) to VAS/premium rate numbers is charged in accordance with Clause 10.2.*

10.2. The Prices of all other International Roaming services shall be applied according to a price list based on the destination and PRD AA.14 of the respective roaming partner of Telekom Austria Group Company.

10.3. Invoicing shall be on a monthly basis with a payment term of 15 days.

11. Access user shall send forecasts for the Traffic for each new period of 12 calendar months for the regulated roaming services, included in the forecast. Forecasts shall be made per regulated roaming services used. Forecasts shall be prepared every 12 (twelve) months and exchanged in the end December each year. The

initial traffic forecast is submitted prior to the signature of an agreement and shall be adjusted in the respective end December that first occurs after the date of conclusion of an agreement.

12. Bank guarantees

12.1. Telekom Austria Group Company may require the Requestor to provide a bank guarantee based on the roaming traffic forecast for the coming twelve months and in line with the applicable charges at the moment of its establishment.

12.2. The bank guarantee may be requested also after signature of the agreement. In case that the bank guarantee/ is requested by Telekom Austria Group Company after entry into force of the agreement, its initial amount shall be defined on the basis of the last forecast submitted by Access user.

12.3. Telekom Austria Group Company may request an update of the amount of the bank guarantee in cases when the amount due for real roaming traffic generated by Access user in a respective month equals to more than 70 % of the amount of the bank guarantee calculated accordingly to reflect the forecasted traffic for this specific month, as well as in cases when based on the credit estimation, issued by the credit agency, the presence of the raised credit risk has been ascertained compared to the previous credit estimation.

12.4. In case that Telekom Austria Group Company requested the establishment of bank guarantee after entry into force of the agreement, or it requested an update, the refusal or inaction of Access user to establish or respectively to update the amount or/and term of the bank guarantee, Telekom Austria Group Company may immediately suspend the service provision.

12.5. Telekom Austria Group Company has the right to receive a bank guarantee within the whole duration. In case that the provided bank guarantee is for a definite term, Telekom Austria Group Company is entitled to request its renewal during the agreement validity period.

12.6. Telekom Austria Group Company is entitled to use the provided bank guarantee for all amounts due by Access user t up to the amount of the delayed payments together with the interest accrued for the period of delay.

12.7. The Requestor/Access user shall provide the required Bank guarantee at least 5 working days before conclusion of the agreement or within 5 working days upon request by Telekom Austria Group Company for renewal according to p. 12.5 above or for its update as per p. 12.3 above.

13. Where the Requestor desires to enter into commercial negotiations to also include components not covered by the reference offer, Telekom Austria Group Company shall respond to such a request within a reasonable period of time not exceeding two months from its initial receipt.

III. Other terms, applicable to A and B

1. Coming into force and term of the agreement

1.1. The agreement signed with the Requestor shall enter into force as of the commercial launch of the Services provided by Telekom Austria Group Company. The Contract shall be valid for initial period of 1 year as of entry into force.

1.2. The term of the Contract shall be automatically extended upon the expiry of the initial term for subsequent periods of 1 (one) year, unless any of the Parties has sent within two months prior to its expiry a written notice for termination of the Contract.

2. Termination of the agreement

Each one of the Parties shall be entitled to terminate the agreement:

a) upon mutual consent with the other Party;

- b) immediately by means of written notice in case the relevant legislative grounds and/or the respective act of the respective NRA under which the Parties provide electronic communications services has become invalid or has been withdrawn, or in case that all of the activities conducted under the provisions of this act have been terminated as a result of a successive act of competent state authority;
- c) upon occurrence of Force Majeure events, should these events make the performance of the agreement entirely impossible for a period longer than three months;
- d) upon initiation of insolvency or liquidation procedures for any of the Parties;
- e) if the other Party performed material breach which is not remedied within a suitable notification period.

3. Data privacy

3.1 Access user shall inform its customers that during roaming, the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.

3.2. The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries.