

Reference Offer for Wholesale Roaming Resale Access

Between

Orange Romania S.A.

Having its registered address:

ORANGE ROMANIA S.A.
PAPW - International Roaming
Europe House, 47 - 53 Lascar Catargiu Blvd.
Sector 1 Bucharest 010665

having Register of Commerce no. J/40/10178/1996,
with unique registration code 9010105, VAT code RO9010105,
with a share capital subscribed and paid of ROL 93,596,732.50,
account no. RO52INGB0001000115118912 opened at ING Bank,
duly represented by Mr. Jean Francois Fallacher

.....
(Hereinafter referred to as "Orange")

And

<<Access Seeking Entity>>,
having its registered address:

.....
(Hereinafter referred to as "B")

1. Introduction

- 1.1 European Union ("EU") Mobile network operators shall meet all reasonable requests for Wholesale Resale Roaming Access according to Article 3 of the Roaming Regulation (as defined below). It is for each individual mobile network operator to determine what constitutes a reasonable request for wholesale resale of roaming.
- 1.2 Subject to Article 3 of the Roaming Regulation, the Parties shall enter into this Agreement for Wholesale Roaming Resale Access (the "**Agreement**"), meaning the provision of roaming services on a wholesale basis to another undertaking, usually located in the same country as Orange, in this case Romania, for the purpose of that other undertaking ("Access Seeking Entity") providing retail regulated roaming services to its roaming customers on the basis of the wholesale roaming services provided by Orange Romania to that undertaking. The Access Seeking Entity can be any undertaking which is entitled, under the Romanian law, to provide roaming services to roaming customers in Romania.
- 1.3 This Reference Offer provides the main conditions under which Orange is offering to the Access Seeking Entity a Wholesale Roaming Services Resale Access and it is subject of negotiation between Orange and the Access Seeking Entity.
- 1.4 Access Seeking Entity's objective is to offer regulated roaming services to EU roaming customers.
- 1.5 In case of additional requirements, exceptions and/or contradictions between the Agreement and any Technical Specifications or GSM Association Permanent Reference Documents, the provisions of the Agreement shall prevail.
- 1.6 Subject to applicable laws, the Parties agree to be bound by GSMA Permanent Reference documents relevant to International Roaming provided by A from time to time, for example:
 1. GSMA PRDs related to Quality of Service;
 2. GSMA PRDs related to Fraud Detection; and
 3. GSMA PRDs relating to Billing between the Parties including Invoicing and Settlement.

2. Definitions

For the purpose of the Agreement the following terms shall have the meanings set forth in their respective definitions below, unless a different meaning is called for in the context of another provision in the Agreement:

"Direct wholesale roaming access" means the making available of equipment and/or services by Orange to Access seeking entity, under defined conditions, for the purpose of that Access seeking entity providing regulated roaming services to roaming customers.

"Wholesale roaming resale access" means the provision of roaming services on a wholesale basis by Orange to Access seeking entity for the purpose of that Access seeking entity providing regulated roaming services to roaming customers.

"HUR" (High Usage Report) - Antifraud prevention reports containing data based on the value of roaming traffic generated by customers in the Orange network above agreed limits.

"Wholesale roaming access" means direct wholesale roaming access or wholesale roaming resale access in accordance with Article 3 of the EU Roaming Regulation.

"Roaming customer" means a customer using regulated roaming services delivered by a public local mobile network within the EU, whose contract or agreement signed with a roaming services provider allows access to roaming services within the EU.

"NRTRDE" (Near Real-Time Roaming Data Exchange) - antifraud prevention reports regarding voice traffic generated by customers in the Orange network above agreed limits.

"Roaming Partner" - mobile network operator from a country other than Romania, in which mobile network under an agreement signed with Orange implemented roaming service is offered for resale in wholesale to Telecommunication Companies applying for that resale.

"Access seeking entity" means any Company under the Member State of the EU law authorized to provide roaming services to customers in that Member State, which that Company is entitled to roaming services wholesale access in accordance with the terms and conditions art. 3 of the Regulation, in order to provide services to EU roaming customers.

"Regulated Roaming Call" means a mobile voice call made by a roaming customer, originated in a visited network and terminated on a public local mobile network within the EU or a mobile call received by a roaming customer, originated in a public local network within EU and completed in the visited network.

"RCF" (Roaming Call Forwarding) - an international call forwarding service to a customer within the visited network while roaming.

"EU-wide roaming" means the use of a mobile device by a roaming customer to make or receive calls, sending or receiving text messages or making a broadcast packet switched data within EU, while staying in a Member State other than the Member State in which the national network operator resides, by means of arrangements between home network operator and visited network operator.

"Roaming Regulation" or "EU Regulation" means the Regulation of the European Parliament and of the Council No 531/2012 of 13 June 2012 on roaming on public mobile telephone networks within the European Union.

"Home network" means a public mobile communications network located in the territory of an EU Member State and used by the service provider for the provision of retail roaming services regulated roaming customer while roaming.

"Visited network" means a terrestrial public mobile communications network located in the territory of an EU Member State other than the Member State of the national operator of a roaming customer, which allows roaming customer to make or receive calls, send or receive SMS messages or data transmission of packet switched through arrangements with the operator of the home network.

"TAP" - (Transferred Account Protocol) specification describing exchange of roaming billing information standards

"Inter – Operator Tariff" – roaming services tariff applied to interoperator settlements offered by Orange to Telecommunication Company

"Regulated roaming data service" means a roaming service that allows roaming customer packet data transmission via a mobile device while roaming. Roaming Data service does not include making or receiving calls while roaming nor sending or receiving roaming SMS, but covers the transmission and receipt of MMS messages.

"Roaming SMS" means an SMS message sent by the roaming customer who has visited network and terminated in the public mobile network within the EU or received by a roaming customer, which was initiated in the public mobile network EU and terminated the visited network.

"Price List" means the retail tariffs applicable by Orange to Orange subscribers for roaming services provided.

"GSM Association Permanent Reference Documents" means a document noted as such by the GSMA and listed as such by the GSMA on the list of Permanent Reference Documents

"Public Mobile Network" or "PMN" shall mean a network that complies with the definition of a GSM network as set out in the Articles of Association of the GSM Association (AA.16).¹

"Date of the Agreement" shall mean the date of the latest authorized representatives signature of the Parties .

3. Starting Date

3.1 The actual commercial starting date for International Roaming shall be the date as agreed by both Parties in written form after successful completion of all necessary network and billing test procedures.

4. Service generic conditions

4.1 Resale of wholesale roaming services access is carried out for Access seeking entity applying for access based on a resale of wholesale roaming services access agreement.

4.2 The Access seeking entity shall send a written request for access with acknowledgment of receipt to the following address:

Orange Romania S.A.
Europe House
Bd. Lascar Catargiu, Nr. 47 - 53
010665, Sector 1
Bucuresti, Romania

¹ Please note that in AA16 GSM network refers to the family of GSM mobile communications systems and future evolutions thereof, e.g. GSM, DCS, PCS, UMTS or its equivalent.

4.3 Orange and the Access Seeking Entity undertake to enter into a confidentiality agreement (NDA) before the exchange of classified information.

4.4 The access seeking entity should send the following information together with the written request for access:

- Documents confirming the right to apply for wholesale roaming access and to use of the powers provided for in the Roaming Regulation;
- Certificate of registration in the register of telecommunication companies issued by ANCOM.
- Detailed information about the desired model of cooperation with Orange.

4.5 In response to this request Orange provides to the Access Seeking Entity the draft agreement on resale of wholesale roaming services access, within one month from receiving the application by the access seeking entity to Orange, provided that the application includes only parts covered by this Reference Offer.

4.6 For custom applications, and the expectations that go beyond the scope of the Reference Offers, Orange will make every effort to provide the draft agreement on resale of wholesale roaming services access as soon as possible within a reasonable time, depending on the complexity of the case.

4.7 Once Orange and the Access Seeking Entity have concluded the negotiations of the wholesale roaming services resale access, the said services will be implemented and made available commercially to Access Seeking Entity after signing the wholesale roaming services resale access agreement, on a date agreed between the parties. Implementation of the wholesale roaming services resale access agreement occurs within three months from the date of its signature by the authorized representatives of the Orange and the Access Seeking Entity applying for access.

5. Service scope

Resale of wholesale roaming services access offer is only for Access Seeking Entities entitled to apply for access according to paragraph 4.4.

Wholesale roaming services resale access is carried out in the area of services offered by Orange. The offer includes:

- Voice services (outgoing and incoming calls)
- calls to emergency numbers (112, ambulance, fire, police)
- CAMEL services
- Fax transmission
- Send and receive SMS messages
- Send and receive MMS messages

- video telephony calls
- providing billing information in TAP files
- sending antifraud reports (HUR / NRTRDE)
- Data transmission
- presentation of the calling number
- call forwarding
- call waiting, hold, conference calls

In case of a network connection is required (Interconnection) between the Parties, the Parties will enter into negotiations in order to agree the terms and conditions of the interconnection technology. Interconnection agreement is not part of this offer reference and shall be concluded by separate negotiation between the Parties.

In case new technical solutions for wholesale roaming access resale within Orange will be available the Parties would further agree under the bilateral negotiations regarding the possibility to introduce this new solution, implementation costs and deadlines.

Based on the agreement that will be signed as result of negotiations on this Reference Offer, the Access Seeker Entity will be allowed to resell the regulated services, as established under the Wholesale Roaming Resale obligation, to EU roaming customers.

6. Quality requirements

In order to provide quality of service delivery to subscribers connected to Orange network, Orange will apply the requirements for voice transmission quality, digital broadcasting service quality for traffic according to ITU-T. Orange provides to the Access seeking entity a quality of service (SLA - (Service Level Agreement)) according to the rule: the level of services provided to end users Entity applying for access will be at the same level of service provided to subscribers of Orange services.

7. Fees for the traffic in the wholesale roaming resale access

Charges for regulated roaming traffic do not exceed the maximum specified by the EU Regulation.

Fees for the remaining roaming traffic are subject to individual agreements between the parties. The point of reference adopted in the negotiations will be the charges according to the method established "retail minus" based on the Price List for roaming for Orange subscribers.

Table 1

Service	Increment	Price
Outgoing Calls (voice, CSD, fax) within EU	30 second initially, then 1 second	0.022 EUR/min
Call to 112		Free of charge
SMS	message	0.004 EUR/SMS

SMS to 114 (SMSC address: +40114)		Free of charge
Data to 112 - endpoint: https://localizare.112.ro , IP: 86.105.110.122, port 80 and 443 - endpoint: https://aml.112.ro IP: 89.200.246.6 port 80 and 443		Free of charge
Packet Switch data	1 kB	0.002 EUR/MB
RCF - International call forwarding (voice, CSD and fax) from Orange to the roaming partner of Zone 1 (EU), which uses a network subscriber Telecommunications Company	1 second	conf

8. Fees for the other services related to the provision of wholesale roaming resale access

In order to properly implement the agreement on wholesale roaming resale access, Orange - in agreement with the Access seeking entity - can deliver (depending on the chosen model of cooperation by the parties), the following support services:

- a) If the Access seeking entity will provide service on a "Service Provider (Light MVNO)":
 - SIM cards maintenance service (the range of services is dependent on the individual arrangements with the entity applying for access)
 - Services for the provision of Duties on Defense, National Security and Public Safety and Law Enforcement Services
 - Customer Support (back office)
 - The number portability (MNP)
 - Wholesale SIM lock
 - Numbering fee
 - SIM cards sale
 - Other services as determined by the Parties

- b) If the entity seeking access will provide service on a „Full MVNO”model:
 - Services for the provision of Duties on Defense, National Security and Public Safety and Law Enforcement Services

- Other services as determined by the Parties

Due to the possibility of the conclusion of the wholesale roaming resale access in configurations other than those listed above (depending on the expectations of the Access seeking entity and trade negotiations), Orange announces that the final scope and cost of implementation mechanisms related to the provision of wholesale services access for roaming resale would be agreed between the Parties in additional hosting agreement.

For Access seeking entity, which are not Orange hosting services users, the prices for these services would be provided to an applicant for access, after the Confidentiality Agreement

(NDA). Prices mentioned above would be provided no later than one month from the date of submission of the application by the Access Seeking Entity.

9. Telecommunication fraud prevention

Parties of the wholesale roaming resale access agreement undertake not to take, not to support, not to facilitate or encourage any action that could be considered as a telecommunication fraud as defined in GSMA Permanent Reference Documents. Parties shall take reasonable and practicable steps to prevent telecommunication fraud.

10. Financial security requirements

In order to secure claims arising from non-performance or improper performance of the wholesale roaming resale access agreement, Access Seeking Entity will provide Orange security in the form agreed by the Parties and specified in the agreement. Forms of security approved by Orange under the contract liabilities are:

- a. Bank Guaranty, issued by a bank approved by Orange, allowing to enforce the claim which is not paid and all other related amounts at the first request. or
- b. Deposit made in an Orange bank account.

The Access Seeking Entity starting cooperation with Orange is required to provide adequate security in the form required by Orange not later than fifteen business days prior to the anticipated start supply of services by Orange. The lack of providing the requested securities will entitle Orange to not provide the services contracted for wholesale roaming resale access. Orange will accept a bank guarantee issued by a bank, which position, financial situation, rating, etc, ensure the implementation of the guaranty. Orange may refuse to accept a bank guaranty or demand establishing of a new bank guaranty by another bank, if the bank's current situation raises doubts to perform guaranty.

The initial amount of the security will be 100 000 (one hundred thousand) € or the equivalent in another currency converted by current exchange rates published by Romania's National Bank. The Access Seeking Entity is required to establish a security and its renewal for the entire duration of the contract for wholesale roaming resale access plus 3 months. The value of the security will not be less than € 100 000, or not less than the value of the highest three invoices issued to Access seeking entity by Orange, whichever is higher. The costs shall be borne by the Access Seeking Entity.

In case of calling all or part of the security by Orange, the Access Seeking Entity is required in each case, within seven (7) business days from the date of calling this security, to provide complementary (renewal) security for an agreed amount and on the conditions agreed by the Parties.

In case of:

- The traffic value exceeds the value of the protection of 20% or more,

- The Access Seeking Entity does not restore security to its agreed amount or its size does not update as appropriate to the current traffic value carried within 7 days of the notice received from Orange
- The Access Seeking Entity falls behind with payments for 21 calendar days from the receipt of the request for payment of outstanding fees,

Orange may suspend or discontinue providing the services covered by the contract for wholesale roaming resale access.

11. Term and termination

Agreement for wholesale roaming resale access is concluded for a period agreed by the Parties. The standard period of such agreement is 12 months from the date of commercial launch. Orange provides for a standard period of notice of six months prior to termination of the agreement. The agreement may also contain additional contractual provisions specifying the right to terminate the agreement by giving notice in a different mode, in such the following cases: a material breach of the contract which cannot be repaired, the loss of rights to operate to the extent necessary for the performance of obligations under the contract, insolvency or bankruptcy.

12. Dispute and jurisdiction

This Contract shall be construed in accordance with and governed by the laws of Romania .

The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract by amicable negotiations over a period of thirty (30) working days from the date of its occurrence.

If an amicable settlement cannot be reached in the said thirty (30) working days, either Party shall be able to address the claim to be finally settled exclusively by the jurisdiction of the court where Orange headquarters is located in Bucharest, Romania.