



# TELEKOM ROMANIA MOBILE COMMUNICATIONS S.A.

## OFFER FOR MVNO WHOLESAL ACCESS

### 1. SUBJECT AND SCOPE

1.1 In accordance with the undertakings of Telekom Romania Mobile, the “Regulatory guide for the Mobile Virtual Network Operators (MVNO) operating on the Romanian electronic communications market” from May 2012 (“Regulation”), issued by the National Authority for Communications Administration and Regulation (“Romanian Regulatory Authority”) in force at the issuance of this offer for MVNO wholesale access (“Offer”), and the legal applicable provisions, Telekom Romania Mobile (“Host”) will meet all reasonable requests to provide access on its radio network and core network equipment (“Access”) that is necessary to an access seeker (“Guest”) to provide its own mobile electronic communication services.

1.2 This Offer describes the main conditions under which Host is offering the Access and associated services to Guest.

1.3 Following a Guest’s reasonable request, based on this Offer and provided that Guest fully meets the eligibility criteria herein defined, Host will provide Guest the Access, based on an Access agreement (“Agreement”); the Agreement will be negotiated by the parties in good faith, based on Host’s contract draft;

1.4 The Agreement shall cover all technical and commercial issues raised by Host and Guest (“Parties”) that make possible for Guest, via Host’s radio access network, to provide its own mobile electronic communication services to end-customers.

1.5 The Access and associated services refer only to the geographical area where Host operates its own public mobile network, respectively in Romania.

1.6 Guest commits to pay to Host, as negotiated in the Agreement, agreed charges, fees, tariffs, for the Access and associated services, as applicable.

1.7 The Access will be provided for the origination and termination of voice, SMS and packet switched data services to Guest’s end-customers, in nondiscriminatory conditions related to the service quality, taking into consideration the conditions applicable to Host’s own mobile electronic communication service.

1.8 This Offer refers only to the expressed mentioned elements provided herein and only the expressed mentioned elements provided herein are subject of this Offer.

### 2. ELIGIBILITY CRITERIA FOR GUEST

2.1 To submit an eligible request, for Access and associated services to be cumulatively and fully comply with the following criteria:

a) The Guest has the capacity to act as an electronic communication services provider in Romania and is authorized in this respect under General Authorization Regime, as electronic communications services provider by the Romanian Regulatory Authority (“ANCOM”) as a network and electronic communication services provider and has notified to ANCOM its intention to begin its activity as MVNO; In order to be compliant to this criterion, Guest shall provide Host the relevant in force, unsuspended and accurate Guest’s documentation;

b) In case Guest’s characteristics framed it as a full MVNO model (“Full MVNO”), as defined by the legislation in force, and Guest wants to act in relation to Host as a full MVNO, Guest has to own (1) a licensed Romanian mobile network code (MNC);

c) If Guest is framed as Full MVNO, Guest has to have and to be able to manage its own technical resources in order to provide its own mobile electronic communication services to end-customers, respectively:

- End-user billing and collection Customer
- Service Provisioning in own HLR
- Gateway MSC (Mobile Switching Centre)
- HLR (Home Location Register)
- STP
- Authentication
- GGSN
- Prepaid system / Post Pay system
- Own SIM (Customer Identity Module)
- Production
- Own Mobile Network Code (MNC)
- National SS7 (Signaling System 7) point codes
- Global Titles from the MVNO number range
- Own IMSIs (International Mobile Customer Identity)
- Own MSISDNs (Mobile Station ISDN)
- Own international/national/internet



- Interconnection network
  - SMS-C (Short Message Service Centre)
  - (National) SMS interworking agreements
  - MMS-C
  - USSD platform
  - Announcements System
  - IVR
  - Voice mail system
  - Mobile Number Portability
  - Customer Service to its customer
- d) Guest have signed the Non-Disclosure Agreement (“NDA”) with Host;
- e) Guest provided Host with an initial estimation of traffic of all voice, SMS and data traffic volumes covering the contractual period in order for Host to assess necessary connection capacities, associated services and financial aspects.
- f) Guest provided Host with information required to evaluate level of resources needed to implement the request, as described in chapter 4 below.

### **3. REASONABLE REQUESTS**

3.1 Guest’s request sent to Host for Access and associated services provisioning under an Agreement, needs to fully and cumulatively fulfill the eligibility requirements mentioned in chapter 2 above in order to be considered as a reasonable request.

3.2 Any Guest’s request not technically feasible and that requires from Host deployment of an undue level of resources to implement it according to information provided by Guest and where it is reasonable to foresee that the implementation costs will not be recovered within a reasonable period of time taking into consideration the business model proposed by Host or agreed with Guest, as the case may be, entitles Host to consider it as an unreasonable request and to refuse it, even if the eligibility criteria are properly fulfilled.

### **4. STEPS AND TIMELINES**

4.1 The requests shall be addressed by Guest to Host in written form, and shall be sent at the contact points defined in this Offer (Section 14), having attached the documentation mentioned for the eligibility and reasonability criteria (Sections 2 and 3), in order to be evaluated by Host.

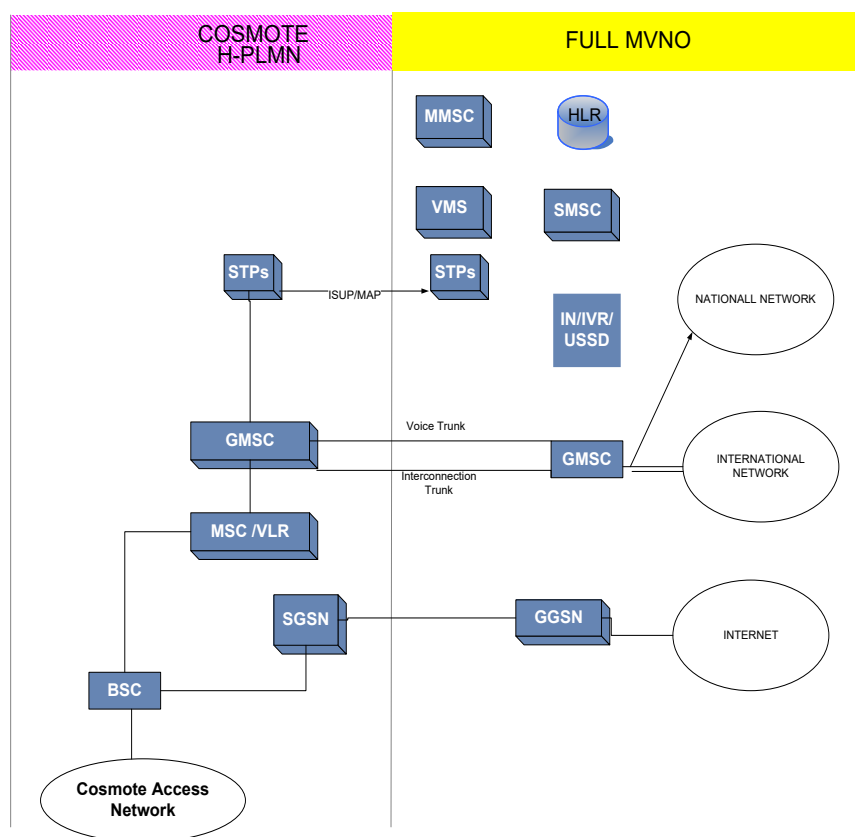
4.2 Further to receive a request based on this Offer, and if the provisions of chapter 15 of this Offer are not applicable, Host will provide to Guest, in written, an acknowledging receipt of the request together with the draft of a NDA to be signed prior to the negotiations start.

4.3 The Parties will sign the NDA.

4.4 No later than 10 (ten) working days from the NDA signature date by both Parties, Host will send to Guest a request for information based on the forms and templates provided by Host, including but not limited to the following:

- a. traffic forecasts;
- b. full technical specifications as applicable to Guest’s business model.

For Full MVNO, Guest’s technical specifications shall observe Host’s basic technical solution shown below:



4.5 Guest must respond promptly, within no more than 10 working days, from Host's request for information, providing all data and documentation filled in, as mentioned in paragraph 4 of this chapter 4.

4.6 If Host further to receiving Guest's answer finds out that there is missing information, will inform Guest in this respect and will request the missing information within no more than 10 working days from the receipt of the previous answer sent by Guest.

4.7 Guest shall provide to Host with the missing requested documentation and information in a fully completed way, within 5 working days from Host's request, in order to allow the preparation and evaluation of the business case.

4.8 Further to internal analysis and evaluation of the commercial/technical proposal to the Guest and of corresponding business case, if all information are provided by Guest to Host and if the eligibility and reasonability criteria are fully and cumulatively fulfilled by Guest, the Agreement negotiations shall start. Host will make its best efforts to complete the Agreement negotiations within the legal applicable timeline calculated from the complete eligible and reasonable Guest's request, provided that Guest responds within requested timeframes and actively participates to the negotiation process, following up a coherent approach.

4.9 After the signature of the Agreement, it shall be implemented by both Parties within the legal applicable timeline, provided that both Parties have complied with their responsibilities.

4.10 The Commercial Launch Date of the Guest's own mobile electronic communication services based on the Agreement shall be agreed in written form and shall follow the ready for service date.

4.11 Host will grant Access and associated services to Guest only after the testing phase is successfully completed and the commercial launch letter of the Guest's own mobile electronic communication services based on the Agreement MVNO service is signed by both parties

4.12 As limited legal timelines are established for the Agreement's negotiation and signing, Host understands that such timelines are countable only after a reasonable request according to this Offer is properly submitted to Host and the steps mentioned above are properly executed by Guest.

## 5. DURATION AND TERMINATION OF THE AGREEMENT

5.1 After the signature of the Agreement, within the legal applicable timeframe, Host shall notify Guest the ready for service ("RFS") date, which means the date when are met all the acceptance criteria in order for Host to provide the Access and associated services to Guest.

5.2 Not more than 6 months following the RFS date, Guest shall launch its mobile electronic communication service to its end-customers ("Commercial Launch Date"). Such date shall be stated in a Commercial Launch Letter signed by both Parties.

5.3 Guest shall not make its mobile electronic communication service commercially available to its end-customers prior to the Commercial Launch Date.

5.4 The Agreement will remain in force for the period agreed by both Parties in the Agreement, counted from the Commercial



Launch Date ("Initial Period").

5.5 Any extension of the Initial Period shall be decided mutually by the Parties by means of an addendum to the Agreement, signed by both Parties through their legal representatives.

5.6 The Parties may jointly agree to terminate the Agreement by means of a written document signed by their representatives establishing the termination date; the conditions therefore will be agreed upon in the Agreement or before the signature date of such document, as the case may be.

## **6. PARTIES RESPONSIBILITIES AND OBLIGATIONS**

6.1 Host:

6.1.1 Upon signing the Agreement and according to the timeframes established therein, Host, as the mobile network operator of Guest, shall provide Access and associated services to Host as long as the Agreement remains in force;

6.1.2 Host shall observe and shall act in accordance with the regulatory and legal provisions in force and shall be responsible to execute Guest's requests to the extent such requests are compliant with all regulatory and legal provisions applicable at the respective time;

6.1.3 Host shall grant upon Guest's request the access to future evolutions in mobile technologies, which were not offered by Host in Romania at the time of the Agreement signature date, within a reasonable period of the commercial launch of the new technology by Host, unless such access is not technically feasible and subject to negotiation and agreement between Host and Guest of the terms and conditions (and, if applicable, charges);

6.1.4 Host will ensure that an appropriately staffed and skilled team will be available for the implementation and management of the Agreement;

6.1.5 Detailed responsibilities, including those arisen from the implementation plan, will be established and agreed between Parties during negotiations and shall be expressly mentioned in the Agreement.

6.2 Guest:

6.2.1 Guest shall be responsible to meet all its obligations as a public electronic communications services provider or, if the case, a public electronic communications network operator, under Romanian law.

6.2.2 Guest shall comply with (i) any law, regulation and guidance referring to Guest activities, especially to its own mobile electronic communication service and (ii) the Agreement; and ensures that its agents, distributors, resellers and customers are obliged, to the relevant extent, to comply with the same;

6.2.3 In case of Full MVNO model, Guest shall be fully and solely responsible to its end customers for customer relationship, provisioning, mobile number portability, SIM cards, authorised interception, emergency services, customer care, billing and collection, marketing, product packaging, distribution and sales of its mobile electronic communication service;

6.2.4 In case of a Full MVNO model, Guest shall be fully and solely responsible for voice calls interconnections, SMS and Packet Switched Data services interworking with third party national/international operators or internet service providers as well as for the Guest's own international roaming agreements, if and when the case. In case Guest is interested to use the Host network for transit interconnection, a separate transit agreement shall be negotiated. For avoidance of any doubt, the conditions of any such extension of responsibilities, as mentioned above in this letter (e), are not object of this Offer and, if applicable, will be negotiated and further on detailed and expressly established into the Agreement;

6.2.5 Guest shall fully and timely pay to Host the charges, fees, associated costs, implementation costs and any other financial obligations deriving from the Agreement within the timeframe mentioned in the Agreement.

6.2.6 Guest shall take care of an appropriate staffed and skilled team for the implementation and the management of the Agreement;

6.2.7 Guest shall provide Host with regular traffic forecasts. The traffic forecasts frequency, estimated period and details shall be established in the Agreement,

6.2.8 Guest shall communicate to Host the estimate of the share of traffic (each voice MO and MT minutes in total and its split per origins/destinations, each SMS MO and MT in total and packet switched data in MB in total);

6.2.9 Guest undertakes to not enable any third party to provide its own mobile electronic communications services in its own name and for its own risk using the Host's network without the Host's prior written consent given in this respect;

6.2.10 Guest shall be fully responsible for any damage caused to its end-customers and/or to its partners by the partial and/or total suspension or interruption of its mobile electronic communication service provided by Host, Host being totally exonerated of any responsibility thereof;

6.2.11 Guest shall be fully responsible for any fraud actions and consequences of these actions performed by itself or by its own end-customers;

6.2.12 Guest will be monitoring the activities involving fraud, artificially inflated traffic and any other breaches of security connected with the use of the Host network including the unauthorized use of any gateway, and shall notify Host immediately of such activities;

6.2.13 Guest shall comply with any security requirements in relation to the Access and/or associated services, including access to Host's systems, and shall comply with all reasonable instructions issued by Host in relation to the execution of the Agreement;



6.2.14 Detailed responsibilities will be agreed between Host and Guest during negotiations and shall be expressly mentioned into the Agreement.

## **7. SERVICES AND CHARGING PRINCIPLES**

### 7.1 Traffic charges

#### 7.1.1 Wholesale Voice rates

- a. In the Full MVNO case, Guest shall make payments to Host corresponding to the provision of the Voice Calls service, corresponding to each MO/MT call leg between Guest's end-customer and Guest's GMSC via MVNO wholesale access;
- b. For the rest of the MVNO models Guest shall make payments to Host corresponding to the provision of the End2End call delivery between Guest end-customer and the recipient party (Guest end-customer, Host end-customer or 3<sup>rd</sup> party end-customer);

#### 7.1.2 Wholesale SMS rates

- a. In the Full MVNO case, Guest shall make payments to Host corresponding to the provision of the SMS Service, corresponding to each MO/MT SMS leg between Guest's end-customer and Guest's gateway SMSC via Guest's Access;
- b. For the rest of the MVNO models Guest shall make payments to Host corresponding to the provision of the End2End SMS delivery between Guest end-customer and the recipient party (Guest end-customer, Host end-customer or 3<sup>rd</sup> party end-customer);

#### 7.1.3 Packet Switched Data

- a. The wholesale charging net rate for packet switched data ("PSD"), for both downlink and uplink data flows, shall be per MB;
- b. Guest shall make payments to Host corresponding to the provision of PSD;
- c. The PSD services shall be available using the mobile network technologies which Host uses to deliver services to its own end-customers;

### 7.2 Recurring non traffic charges

7.2.1 Guest shall make payments to Host corresponding to the provision of non-traffic related charges, like, but not limited to: SIM management, monthly fees, etc.;

7.2.2 Guest shall make payments to Host corresponding to the provision of services associated to the Access facilities, like, but not limited to, transmission support, other access facilities (connection ports, etc.).

### 7.3 Non-recurring implementation and installation costs

7.3.1 Guest will refund Host the cost of implementation. The implementation cost will be paid by Host and agreed with Guest prior to the signature of the Agreement and will be defined in the Agreement;

7.3.2 A part of the implementation costs are due at the date of signing of the Agreement; the remaining part at the RFS date.

## **8. PAYMENTS**

8.1 Guest shall pay to Host the tariffs, rates, costs and fees established in the Agreement within the payment term expressly mentioned in the Agreement.

8.2 Host will charge Guest for all services as non-recurring fees and recurring fees. In particular, the recurring fees include, without limitation, the traffic charges for voice minutes, SMS and Packed Switched Data services, according to actual usage and other non-traffic related fees, on a monthly basis. Monthly invoices shall be payable within the agreed timeframe in the Agreement.

8.3 Host may request to Guest, according to Guest's proposal of business, up-front payments and/or advance payments that will be due within the timeframes agreed in the Agreement.

8.4 Host may request to Guest, according to the Guest's framed MVNO model, to commit to the payment of a Minimum Purchase Commitment ("MPC"), as agreed within the Agreement, and within the agreed into the Agreement timeframe.

## **9. BANK GUARANTEE**

9.1 Guest shall provide to Host a letter of bank guarantee ("LBG") as a security for all Guest's monetary obligations toward Host. The validity period of the LBG shall be of at least one year and renewable.

9.2 The LBG shall be irrevocable, executable at Host's first demand, issued by a reputable bank, and unconditioned, The model and amount of the LBG shall be settled down in the Agreement

9.3 The LBG automatically diminishes with each payment made directly by the issuing bank following the Guest's execution demand.

## **10. TERRITORY GOVERNING LAW**

10.1 This Offer and the Agreement shall only be applicable on the Romanian territory.

10.2 The Romanian legislation shall rule this Offer and the Agreement.



## **11. NON-DISCRIMINATION CONDITIONS FOR END-CUSTOMERS**

11.1 Host will provide Access and associated services to Guest as for the Guest to provide its own mobile communication services to its end-customers on no worse conditions than to Host own customers in comparable situations.

11.2 Host may, discriminate Guest's end-customers only if substantial problems to Host's network integrity can be derived from the excessive traffic of Guest due to the unrealistic traffic underestimation of Host's traffic. In any case, the technical working groups of both Parties will jointly define processes and thresholds that will be mentioned into the Agreement.

## **12. SECURITY AND DATA PRIVACY**

Host is subject to all applicable legal and regulatory provisions in regard to data protection, data privacy and telecommunications secrecy and commits to observe all the Romanian rules related to the protection of personal data of MVNO's end-customers. In this matter, in case of conflict between the provisions of the Romanian Law and any other rules, Romanian law shall prevail.

## **13. CONTACT DATA**

Telekom Romania Mobile Communications S.A.  
Atenor @Expo, 1C, Expozitiei Blvd., floor 2, Bucharest 1, Romania  
Email address: [wholesales@telekom.ro](mailto:wholesales@telekom.ro)

## **14. MODIFICATIONS OF THE OFFER**

This version of the Offer is valid until a new version of it will be published by Host due to Host's internal policies, modification of the applicable legislation that impose its modification.