

S.C. RCS & RDS S.A.

Reference Offer for Direct Wholesale Roaming Access

1. Subject and Scope

According with Art. 3 of the Regulation (EU) No. 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union (further referred to as “Regulation”), RCS & RDS will meet all reasonable requests to provide direct wholesale roaming access to the Access Seeker by means of Direct Wholesale Roaming Access Agreement, negotiated in good faith, according with this Reference Offer for Direct Wholesale Roaming Access (further referred to as “Reference Offer”).

Direct wholesale roaming access for the access seeker (“Access Seeker”) will be of reasonable quality and specifications, on the geographical area where RCS & RDS operates its own public mobile network.

Regulated roaming services, called “Regulated Roaming Services”, are **only** the services for direct wholesale roaming access included in the Regulation and **only** the Regulated Roaming Services are subject to this Reference Offer.

On the basis of Direct Wholesale Roaming Access Agreement, negotiated in good faith with the Access Seeker, RCS & RDS will grant access to all network elements, relevant services, software and information systems, necessary for the provision of Regulated Roaming Services to Access Seeker’s customers.

Taking into consideration that the following summary contains references to documents of the GSM Association (“GSMA”), these references can be accessed via the GSM Association public web page. Please access <http://www.gsmworld.com/> for further information and access authorization. Further details regarding eligibility, negotiations, implementation and the preceding launch process are outlined below.

2. Eligibility

I. **To conclude the Direct Wholesale Roaming Access Agreement the Access Seeker needs to be fully compliant to the cumulative following GSM standards, specifications and processes:**

- Binding GSMA specifications to enable the technical set up and provision of international roaming;
- GSMA’s Permanent Reference Documents (PRDs) defining the Standard International Roaming Agreement: AA12, AA13, AA14 and its encompassed commercial references in “BA” Documents,

as well as BA20 for NRTRDE (Near Real Time Roaming Data Exchange), dealing with fraud prevention;

- Exchange of billing and accounting data according to GSMA-based TADIG specifications and procedures including the ability to receive and process billing data in TD.57 record format;
- Roaming testing according to GSMA-based IREG testing procedures described in IR24, IR32 and IR35, as well as the corresponding TADIG billing tests;

II. Besides the compliance with the requirements mentioned above at art. I, to submit a reasonable request that leads to the signing of the Direct Wholesale Roaming Access Agreement, the Access Seeker needs to be cumulatively fully compliant with the following aspects:

- Access Seeker must be MNO/full EU MVNO, compliant with 3GPP, with its own and dedicated Mobile Country Code/ Mobile Network Code (MCC/MNC) identifier via an “own” IMSI. This MCC/MNC needs to be uniquely linked to a TADIG code, assigned by the GSM Association;
- Access Seeker’s roaming customer(s) should be identified by EU numbering resources assigned to the mobile services;
- Access Seeker is required to provide RCS & RDS with an initial estimate of traffic for all voice, SMS and data traffic volumes covering the initial twelve (12) months after the commercial launch of the Services, in order for RCS & RDS to assess the necessary connection requirements;

3. Reasonable requests

- The Access Seeker requesting RCS & RDS direct wholesale roaming access, is required to fulfill, cumulatively, the eligibility requirements mentioned in art. 2 of this Reference Offer, in order for the request to be considered reasonable;
- Any Access Seeker’s request that will require from RCS & RDS the allocation of an unreasonable level of resources to implement it and where it is reasonable to foresee that the implementation costs will be not recovered within a reasonable period of time, entitles RCS & RDS to consider it as an unreasonable request and therefore, to refuse it;

4. Service Offer and Pricing

RCS & RDS offers the following Regulated Roaming Services according to the regulated Inter-Operator Tariff (IOT), valid starting with 1st of July 2013:

- Mobile Originated calls of EU/EEA MNO/ MVNOs inbound roamers in RCS & RDS network to EU/EEA geographical destinations - **0.10 EUR/Minute**;
- Mobile Terminated Call originated in EU/EEA countries and terminated to the EU/EEA MNO/MVNO inbound roamers in RCS & RDS network - **0.00 EUR/Minute**;
- SMS-MO originated by EU/EEA MNO/MVNO inbound Roamers in RCS & RDS network and terminated to EU/EEA destinations - **0.02 EUR per SMS**;

- SMS-MT terminated to EU/EEA MNO/MVNOs inbound Roamers in RCS & RDS network - **0.00 EUR per SMS – applicable only if the Partners charges this service to RCS & RDS inbound roamers in the Partner’s network;**

RCS & RDS offers non-Regulated Roaming Services based on its standard wholesale offer for other MNOs and subject to negotiations between the parties:

- Mobile Originated calls of EU/EEA MNO/MVNOs inbound roamers in RCS & RDS network to non-EU/EEA geographical destinations;
- SMS MO originated by EU/EEA MNO/MVNO inbound Roamers in RCS & RDS network and terminated to non EU/EEA destinations;

The negotiated non-Regulated Roaming Services and their tariffs shall be expressly mentioned into the Direct Wholesale Roaming Access Agreement.

RCS & RDS supports CAMEL Phase 2 on its network.

RCS & RDS may offer new services or modify existing services. In this case RCS & RDS will notify the Access Seeker and amend the Wholesale Roaming Access Agreement accordingly and/or the Reference Offer.

5. Steps and Timelines

The Access Seeker shall address to RCS & RDS its request for Direct Wholesale Roaming Access, in written form, at the contact points defined in this Reference Offer. The written request for Direct Wholesale Access shall be accompanied by the following documents, in a fully detailed manner to allow an early preparation of IT and network systems and the evaluation of the implementation efforts:

- AA14 Individual Annexes of the Access Seeker, in standard GSMA RAEX format;
- IR21 of the Access Seeker, in standard GSMA RAEX format;
- Traffic forecast;

Further to receiving the Access Seeker request for Direct Wholesale Roaming Access, sent in written form, RCS & RDS will provide to the Access Seeker, in written form, an acknowledging acceptance of the request, also requesting missing information and specifying the missing information, if any, and the Access Seeker must respond promptly within no more than 5 working days from the respective request for the missing information.

RCS & RDS will make available to the Access Seeker who fully and cumulatively complies with the eligibility criteria mentioned in the above art. 2 of this Reference Offer, the draft of the Direct Wholesale Roaming Access Agreement one month at the latest, after the initial receipt of the Access Seeker request.

After the exchange of required information, the Direct Wholesale Roaming Access Agreement negotiation phase will start.

The Access Seeker will make available to RCS & RDS 4 postpaid and 4 prepay SIM cards for testing purpose, provisioned with the correct profile, at the contact points provided by RCS & RDS.

RCS & RDS requests to its Signaling Provider(s) the opening of the signaling link with the Access Seeker, as per the IR21 documents by the Parties.

After receiving the signaling link opening confirmation from its Signaling Provider, RCS & RDS informs the Access Seeker and starts the implementation of the Access Seeker details in its own systems.

After both Parties confirm that they are ready to initiate the testing phase, the IREG testing teams of the Access Seeker and of RCS & RDS agree on a testing schedule and the Access Seeker provides RCS & RDS with the test documents based on the GSMA IREG document package (IR24, IR32, IR35).

RCS & RDS's IREG team performs inbound tests, according to the testing documents provided by the Access Seeker and, if all test scenarios are successfully completed, RCS & RDS shall send to the Access Seeker the validated tests along with the TAP sequence number in which the data for the IREG tests is included.

The TAP OUT files will be sent to Access Seeker via RCS & RDS DCH to the Access Seeker or its DCH.

The Access Seeker shall review the test file and will certify the approval of the test results in due course by issuing a TAP Testing Completion Certificate ("TAP CC").

After receipt of the TAP CC by RCS & RDS, the Parties shall agree on the date of commercial launch of the Roaming Services and will formalize the launch by signing the commercial launch letter ("Commercial Launch Letter") of the Roaming Services.

The access of the Access Seeker to the Roaming Services will be implemented by RCS & RDS as soon as possible within 3 months from the signature date of the Direct Wholesale Roaming Access Agreement, following the steps and timelines expressly mentioned in art. 6 of this Reference Offer and provided that the Access Seeker has complied with all its obligations.

RCS & RDS will grant direct wholesale roaming access after the testing phase is successfully completed and the commercial launch letter of the Roaming Services is signed by both Parties.

An updated traffic forecast will be submitted by the Access Seeker to RCS & RDS before signature date of the Direct Wholesale Roaming Access Agreement.

6. Duration of the Direct Roaming Access Agreement

The Direct Wholesale Roaming Access Agreement comes into force on its signature date by both Parties or at the date expressly mentioned in the Agreement, for an initial period of 1 (one) year and shall automatically remain in force for another period of 1 (one) year, unless terminated by one of the Parties in written form, subject to a period of notice of six (6) months. This automatic renewal shall annually apply until the Direct Wholesale Roaming Access Agreement will be terminated by one of the Parties, according with the Direct Wholesale Roaming Access Agreement provisions.

7. Security And Data Privacy

RCS & RDS and any Access Seeker are subject to all applicable legal and regulatory provisions in regards to data protection, data privacy and telecommunications secrecy and commit themselves to observe apply the European Union's rules related to the protection of personal data of Access Seeker's Customers. In this matter, in case of conflict between the provisions of the Swiss Law and the European Union's rules, the European Union's rules shall prevail.

8. Fraud Prevention Procedure

In order to prevent fraud, both Parties shall implement fraud prevention procedures as specified by the GSM Association within BARG Binding Permanent Reference Document (PRD) BA20, unless otherwise commonly agreed within the Direct Wholesale Roaming Access Agreement. In case, during the negotiation of the Direct Wholesale Roaming Access Agreement, a Party does not agree a deviation to the standard GSMA documents' fraud prevention procedure mentioned above, the related GSMA documents provisions shall prevail and shall become clauses of the Direct Wholesale Roaming Access Agreement.

9. Service Level

The Roaming Services shall be available to individual roaming customers having valid legal relationship with Access Seeker. The Services made available to individual Roaming customers shall only be those for which the Roaming customers have valid subscriptions in the Access Seeker's network/virtual network.

RCS & RDS shall, under the same technical terms and conditions, offer to Access Seeker's Customers conditions of service that do not differ from those offered to its other international Roaming partners or to any other Access Seeker. The availability of Services may depend on the availability of appropriate functionality in the Access Seeker's Home Network/Virtual Network.

The Access Seeker customers may experience, while roaming in RCS & RDS's network, conditions of service different from the conditions in their Home Network/Virtual Network. However, conditions of service shall not differ substantially from those provided to RCS & RDS's own customers.

Following notice provided by RCS & RDS to Access Seeker in respect to implement new Services or changes to any existing Services, both Parties shall discuss the impact of any such change for Access Seeker's Customers and shall agree on any necessary actions to be performed.

10. Suspension And/Or Termination Of The Direct Roaming Access Agreement

RCS & RDS may without any liability thereof and without paying any damage or indemnity or any other compensation to the Access Seeker, suspend or terminate all or any of the services that are the object of the Direct Wholesale Roaming Access Agreement ("Roaming Services") to Access Seeker's Customers in circumstances where it would suspend or terminate them to its own customers.

RCS & RDS is entitled to suspend all of the Roaming Services to Access Seeker's Customers if the Access Seeker does not fulfill in due time any of its contractual obligations regarding the payment of the due amounts provided that a 15 days prior notice in this respect was sent by RCS & RDS to the Access Seeker.

After the expiry of the above mentioned notice term of 15 days, if the Access Seeker did not remedy the notified default, RCS & RDS is entitled to terminate immediately the Direct Wholesale Roaming Access Agreement and to demand damages to the Access Seeker.

11. Governing law and dispute resolution

The Direct Wholesale Roaming Access Agreement will be governed by the Swiss law.

All disputes between the Parties in regards to the obligations of their interpretation resulting from the Regulation shall be solved by the dispute resolution procedures laid down in articles 20 and 21 of the framework Directive; all other dispute(s) arising out of or from the Direct Wholesale Roaming Access Agreement shall be governed by the Swiss law and shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC).

12. Modification of the reference offer

This version of the Reference Offer is valid until a new version of it will be published by RCS & RDS due to RCS & RDS's internal policies, modifications of the Services, of the Service prices or modifications of the Regulation or the applicable legislation and/or the individual decision of the National Regulatory Authority that imposes the modification of the Reference Offer.

13. Contact Data

S.C. RCS & RDS S.A.

Address: Dr. Staicovici Street No 75, Forum 2000 Building, Phase II, District 5, 050557, Bucharest, Romania

Fax: +40314004448;

Contact Points:

Robert Vladu – Project Manager (robert.vladu@rcs-rds.ro);

Stefan Slavu – Interconnection Specialist (stefan.slavu@rcs-rds.ro);

14. Documents to be provided by RCS & RDS

- Direct Wholesale Roaming Access Agreement, based on GSMA PRDs AA12 and AA13;
- Individual Annexes to the Direct Wholesale Roaming Access Agreement, based on GSMA AA14;
- Annex to the Direct Wholesale Roaming Access Agreement, based on GSMA IR21;

15. Obligations And Documents To Be Provided By Access Seeker

- Individual Annexes to the Direct Wholesale Roaming Access Agreement, based on GSMA AA.14 (as far as applicable for unilateral roaming basis);
- 12-month roaming traffic forecast for voice (MOC/MTC), Data and SMS traffic for the initial contract year, as per template provided on the RCS & RDS Reference Offer for Direct Wholesale Roaming Access webpage;