



CONTRACT FOR WHOLESALE RESALE ROAMING ACCESS

Place Date: XX Month Year

BY AND BETWEEN

[_____] , a company organised and operating under the laws of [_____] , having its business address at [_____] Street, [city], [country], registered in the [_____] in [city], under number [_____] , VAT identification no [_____] , hereinafter referred to as **“THE OPERATOR”**, represented herein by its duly authorised representatives:

[_____] – [_____] ; and
[_____] – [_____] ;

and

Orange Espagne S.A. Sociedad Unipersonal, a company organised and operating under the laws of Spain, having its business address at Parque Empresarial “La Finca”, Paseo del Club Deportivo nº1, Edificio 8, Pozuelo de Alarcón (Madrid), Spain, registered in the Madrid Commercial Registry under Volume 13.183, Folio 129, Page M-213.468 in Madrid, VAT identification no A-82.009.812, hereinafter referred to as **“ORANGE”**, represented herein by its duly authorized representatives: Julio Gómez Cobos] – [Spanish Id no 15.378.736-Q]

BOTH PARTIES mutually recognize their juridical and working capacities necessary to execute the present Contract, and prior agreement.

WHEREAS

- I.- Subject to Article 3 of the Regulation (EU) 531/2012, the Parties sign this Contract to provide THE OPERATOR with Wholesale Roaming Resale Access based on ORANGE’s services, as it defined in this Agreement.
- II.- THE OPERATOR is a mercantile company which has a license to deliver mobile services within the area covered by EU Roaming Regulation III, applicable as from 1st of July 2012.



- III.- THE OPERATOR wishes to enter in a Wholesale Roaming Resale Access contract with ORANGE in order to provide regulated roaming services to its end-customers, as an Entity applying for access.
- IV.- THE OPERATOR will have the same roaming coverage for its end-customers as ORANGE end-customers when travelling abroad.
- V.- ORANGE is an Orange Group company with experience, and the necessary means and knowledge to provide the Wholesale Roaming Resale Access service as specified in this Contract.

By virtue of the previous statements, the Parties agree to enter into the present Contract for Wholesale Roaming Resale Access services according to the following:

CLAUSES

Clause 1. Definitions.

"Direct wholesale roaming access" in accordance with the EU Roaming Regulation is giving access to equipment or services by mobile network operator to another company, under certain conditions, for provisioning such other company regulated roaming services to roaming customers.

"Resale of roaming services wholesale access," according to the EU Roaming Regulation means the provision of wholesale roaming services for mobile network operator other than the operator of a visited network to another company in order to provide for such other company regulated roaming services to roaming customers.

"Roaming services wholesale access" is a direct wholesale roaming access, or access based on a roaming services wholesale resale, in accordance with Article 3 of the UE 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.

"Roaming Partner" - mobile network operator from a country other than Spain, 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.

"MTC" Mobile Terminating Call()- 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 a 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.

ORANGE network - mobile public telephone network ORANGE.



"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.

Clause 2: PRODUCTS WHOLESALE ACCESS TO ROAMING ON AN RESALE.

2.1 Mode of concluding a contract for the resale of roaming rules.

Resale of roaming services wholesale access is carried out for Entities applying for access based on a resale of roaming services wholesale access agreement.

Determining the conditions of the contract begins with the applying entity written request for access with acknowledgment of receipt to the following address:

Orange Espagne S.A. Sociedad Unipersonal "ORANGE"

Parque Empresarial "La Finca",
Paseo del Club Deportivo, 1, Edificio 8
28223 Pozuelo de Alarcón (Madrid),
Spain

ORANGE and the access seeking entity undertake to enter into a confidentiality agreement (NDA) before the exchange of classified information.

With the application access seeking entity should send the following information:

- Documents confirming the right to apply for wholesale roaming access and to use of the powers provided for in the Regulation of the European Parliament



and Council No 531/2012 of 13 June 2012 on roaming on public mobile communications networks within the Union;

- Certificate of registration in the register of telecommunication companies by a competent authority in Spain.
- Detailed information about the desired model of cooperation with ORANGE.

In response to this request ORANGE provides access seeking entity the draft agreement on resale of roaming services wholesale 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.

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 roaming services wholesale access as soon as possible within a reasonable time, depending on the complexity of the case.

Ready to start resale of roaming services wholesale access will be implemented and made available commercially to entity applying for access after signing resale of roaming services wholesale access agreement, at a date agreed between the parties. Implementation of the resale of roaming services wholesale access agreement occurs within three months from the date of its signature by the authorized representatives of ORANGE and the Entity applying for access. The start date may be postponed due to the delay caused by Entity applying for access.

2.2 Service scope.

Resale of roaming services wholesale access offer is only for Entities eligible to apply for access.

Roaming services wholesale access resale 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, or callback depending on the availability of technology in ORANGE Roaming Partners
- Fax transmission



- Send and receive SMS messages
- Send and receive MMS messages
- video telephony calls
- providing billing information in TAP files
- 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 is concluded by separate negotiation.

In case new technical solutions for wholesale roaming access resale in ORANGE appeared the Parties would agree under the bilateral negotiations with the possibility of this new solution introduction, implementation costs and deadlines.

2.3 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 access applying entity quality of service (SLA - (Service level Agreement) according to the rule: the level of services provided to end users Entity applying for access will not be worse than the level of service provided to subscribers of ORANGE services.

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

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.

2.4.1 Within EU & EEA 2014-2016.

Table 1



Service	Increment	Price	
		2014	2016
Voice Calls within EU/EEA	1 second	0,05 €/min	0,05 €/min
SMS	message	0,02 €/SMS	0,02 €/SMS
Data	1 kB	0,05 €/Mb	0,05 €/Mb
RCF - International call forwarding (voice, CSD and fax) from OES to the roaming partner of Zone 1 (EU + EEA), which uses a network subscriber Telecommunications Company	1 second	conf	conf

2.4.2 3.2.2 Outside EU & EEA.

Confidential

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

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

- a) If the entity seeking access 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).
 - Numbering fee.
 - 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 access resale in configurations other than those listed above (depending on the expectations of the party seeking access 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 Entities applying for access, 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.

2.6 Telecommunication fraud prevention.

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

2.7 Financial security requirements.

In order to secure claims arising from non-performance or improper performance of the wholesale roaming access resale 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.
- b. Deposit made in a 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 of cooperation with ORANGE. The lack of such protection stops ORANGE from providing the services contracted for wholesale roaming access



resale. 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 Euros) or the equivalent in another currency converted by current exchange rates published by Spanish 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 access resale, the value of the security will not be less than € 100.000, or not less than the value of the three invoices issued to an applicant Entity by ORANGE, where the determination of the amount of security could be higher. The costs shall be borne by the access seeking entity.

In case of using up all or part of the security by ORANGE, access seeking entity is required in each case, within seven (7) business days from the date of using up this security, provide complementary (renewal) for an agreed amount of security to provide new the 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 used up in the accounting process or its size does not update as appropriate to the current volume of traffic carried within 7 days of the notice received from ORANGE.
- The access seeking entity will fall behind with payments for 21 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 access resale.

2.8 Agreement duration.

Agreement for wholesale roaming access resale 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. 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 can not be repaired, the loss of rights to



operate to the extent necessary for the performance of obligations under the contract, insolvency or bankruptcy.

Clause 3: Applicable Law and Jurisdiction.

- 3.1 This Contract will be governed and interpreted according to Law of Spain.
- 3.2 The Parties will make the necessary efforts to amicably resolve all disputes, differences or questions arisen between them with regard to the existence, validity, interpretation, execution or annulment of the present Contract.
- 3.3 In case that the Parties are unable to solve the discrepancies that arise during the execution of the Contract within a period of thirty (30) days starting from the beginning of negotiations, the dispute, difference or question will be resolved before the Spanish Courts. Therefore, the Parties submit to the exclusive jurisdiction of the Courts of Madrid, Spain.

Clause 4: Language of the Contract.

This Contract and all the corresponding documentation, as well as all other communications will be in the English language.

Clause 5: Waiver.

The non-exercising by either of the Parties of any of its rights derived from the Contract shall not be interpreted as a waiver of any of the Parties' rights according to the terms of the Contract.

In witness whereof, the Parties formalise this Contract in duplicate on the date and in the place mentioned in the heading.

THE OPERATOR

ORANGE