

**WHOLESALE ROAMING RESALE ACCESS REFERENCE OFFER**



## 1 Introduction

- 1.1 European Union ("EU") Mobile network operators shall meet all reasonable requests for wholesale roaming resale access according to Article 3 of the Regulation (EU) 531/2012. It is for each individual mobile network operator to determine what constitutes a reasonable request for wholesale roaming.
- 1.2 Subject to Article 3 of the Regulation (EU) 531/2012, the Parties shall enter into this unilateral Agreement for International Roaming for the provision by DNA of Services in order to enable Roaming Customers of the Wholesale Roaming Resale Access Seeker to gain access to mobile telecommunications services in the geographic areas where DNA operates a PMN.
- 1.3 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.
- 1.4 Subject to applicable laws, the Parties agree to be bound by GSMA Permanent Reference documents relevant to International Roaming provided by DNA 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 Starting Date

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

## 3 Definitions

- 3.1 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:
  - 3.1.1 "**Affiliated Company**" of a Party means any other legal entity:
    1. directly or indirectly owning or controlling the Party, or
    2. under the direct or indirect ownership or control of the same legal entity directly or indirectly owning or controlling the Party, or
    3. directly or indirectly owned or controlled by the Party, for so long as such ownership or control lasts.

Ownership or control shall exist through the direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions.



- 3.1.2 "**Agreement**" shall mean this Wholesale Roaming Resale Access Agreement together with the Annexes attached hereto.
- 3.1.3 "**Date of the Agreement**" shall mean the date as of which both Parties have signed the Agreement by their duly authorized representatives.
- 3.1.4 "**Direct Wholesale Roaming Resale Access**" means the making available of facilities and/or services by a mobile network operator to another undertaking, under Regulation (EU) 531/2012 defined conditions, for the purpose of that other reselling regulated roaming services to roaming customers;
- 3.1.5 "**Wholesale Roaming Resale Access Seeker**" means the company that is seeking to have Direct Wholesale Roaming Resale Access with DNA Ltd. Seeker can also be referred as Company or B or <B> or Party B or Party <B>.
- 3.1.6 "**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.
- 3.1.7 "**International Roaming**" or "**IR**" shall mean the provision of Services by DNA in respect of which access is granted to Roaming Customers of <B> through DNA's PMN.
- 3.1.8 "**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). Note: 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.
- 3.1.9 "**Roaming Customer**" shall mean a person or entity with a valid legal relationship with <B> using a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) for use by that person or entity of the Services while roaming on DNA's PMN in accordance with the terms and conditions of this Agreement.
- 3.1.10 "**Services**" shall mean the services as specified by DNA in clause 5, which may be amended from time to time by DNA.
- 3.1.11 "**Session**" shall mean the time between PDP Context Activation until PDP Context deactivation.
- 3.1.12 "**TAP**" shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.
- 3.1.13 "**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.

#### 4 Scope of the Agreement

- 4.1 In respect of and subject to their licenses or rights and other national binding regulations to establish and operate Public Mobile Networks or to offer services to the Public, DNA agrees to offer Services and B agrees to pay for Services, subject to Article 5.2, in accordance with:
1. relevant Technical Specifications;
  2. all binding GSM Association Permanent Reference Documents as provided by DNA to B; and
  3. those non-binding GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the negotiations to have an agreement between Parties; including in each case all the commercial aspects, as defined in the Agreement.
- 4.2 Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents, as agreed between the Parties, are detailed in the Agreement and/or Annexes to the Agreement.

#### 5 List of Services

Services that are listed below are offered by DNA Ltd to the Wholesale Roaming Resale Access Seeker according to the EU Regulation.

##### 5.1 Voice (Mobile Originated Calls and Mobile Terminated Calls), SMS, Data and additional services

Basic services include standard GSM services (Voice MO/MT, SMS MO/MT, Data download/upload) and supplementary services, among the others: voice mail, call forward, conference calls etc. Basic roaming services are available in the VPMN network. Additional services may include signaling, authentication, data and financial clearing and interconnect.

Charges for Roaming Services (voice, SMS and data services) are subject to the regulated rates, according to art. 7, 9 and 12 of the EU Regulation.

##### 5.2 Fraud Prevention Procedures

DNA Ltd will define in the agreement fraud management procedures according to GSMA standards, credit limits and deposit scheme. Credits limits and a bank guarantee will be defined between the Parties to cover any potential fraud issue.

Charges for Fraud Prevention Procedures according to art. 7, 9 and 12 of the EU Regulation.

##### 5.3 Wholesale billing

DNA Ltd will give access to their wholesale functions to allow the Company to perform end-user billing by giving access to the information related to traffic usage such as usage records for all basic roaming services for respective IMSIs (filtered TAP records)



#### 5.4 Provisioning and barring

Charges for provisioning and barring according to art. 7, 9 and 12 of the EU Regulation.

#### 5.5 Real-time billing (CAMEL)

Real-time billing information and capabilities enable the Wholesale Roaming Resale Access Seeker to be able to charge prepaid subscribers for roaming usage.

Real-time billing services will have fair and reasonable prices negotiated between Parties according to art. 3, par. 4 of the EU Regulation.

#### 5.6 Troubleshooting and support

Troubleshooting and support services will have fair and reasonable prices negotiated between Parties according to art. 3, par. 4 of the EU Regulation.

#### 5.7 Service Level Agreement (SLA)

Service level agreement(s) will be negotiated between Parties.

#### 5.8 Notification Services

Notification services will have fair and reasonable prices negotiated between Parties according to art. 3, par. 4 of the EU Regulation.

### **6 Implementation of the Network and Services**

#### 6.1 The Services provided by DNA are defined in section 5. In addition:

1. the Services shall only be made available to individual Roaming Customers having valid legal relationships with the Wholesale Roaming Resale Access Seeker;
2. The availability of Services may depend on the availability of appropriate functionality; and
3. Roaming Customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other parties requesting the Services of DNA.
4. Services are provided based on the precondition that Roaming Customers of the Wholesale Roaming Resale Access Seeker are expected to have a usage pattern that does not differ from other EU roaming customers on DNA's network.
5. For some EU destinations Roaming Customers of the Wholesale Roaming Resale Access Seeker can access while on DNA's network so called regulated wholesale roaming tariffs may not apply due higher termination rates



## 7 Management of Modifications to the Services

- 7.1 Following notice of change served by DNA to implement new Services or changes to any existing Services in accordance with Article 14.2 both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services). Including without limitation, in relation to:
1. network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party;
  2. administrative activities; and
  3. the targeted starting date for the changed services.

## 8 Forecasting

- 8.1 DNA is entitled to ask B and B must provide, prior to the launch, a forecast of all voice, SMS and data traffic for the 12 months after commercial launch and such a request may be made and must be replied to annually thereafter.

## 9 Charging, Billing & Accounting

- 9.1 DNA is entitled to ask the Wholesale Roaming Resale Access Seeker and the Wholesale Roaming Resale Access Seeker must provide, prior to the commercial launch, a bank guarantee based on the traffic forecast for the coming twelve months. If traffic volumes change the roaming provider may require the bank guarantee to be changed accordingly.
- 9.2 When a Roaming Customer uses the Services made available hereunder by DNA, the Wholesale Roaming Resale Access Seeker shall be responsible for payment of charges for the said Services so used in accordance with the tariff of DNA.
- 9.3 The Wholesale Roaming Resale Access Seeker shall not be liable for the payment of charges for chargeable Services provided by DNA without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that the Wholesale Roaming Resale Access Seeker actually recovers all charges due in relation to the Roaming Customer.

## 10 Confidentiality

- 10.1 The Parties agree that all aspects of the contents of the Agreement shall be treated as Information (as defined below) and no information in respect to the content of the Agreement shall be disclosed without the prior written consent of the Parties except as reasonably necessary to implement the Agreement.
- 10.2 In addition to Article 10.1 hereof, the Parties hereby agree to treat all information exchanged between them (hereinafter referred to as "Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as provided in this Article 10. The Parties shall not use any Information other than in connection with the discussions between them and any transactions resulting therefrom, or for the provision of the Services as contemplated herein. The Parties are also entitled to disclose Information to third parties in the context of a possible bona fide acquisition or sale of its operations in support of reasonably related due diligence activities in respect thereof, or for the borrowing of funds or obtaining of insurance, in which case any third parties (including lenders or insurance companies) involved in such activities shall be obliged to enter into confidentiality agreements which have the equivalent content as this Article 10.3 before receiving the Information. In addition to the foregoing, the Parties shall also be entitled to share information with Affiliated Companies, directors, agents, professional advisers, contractors, employees or resellers on a need to know basis provided that such Affiliated Companies, agents, contractors, employees or resellers have entered into confidentiality agreements in a form substantially equivalent to and on terms and conditions no less stringent than the terms and conditions set out in this Article 10 - subject to Article 10.3 hereof - each Party shall be liable in accordance with Article 13 toward the other Party(ies) in respect of any unauthorized disclosure of Information made by any other authorized recipients.
- 10.3 Notwithstanding Article 13 each Party shall be liable under this Agreement to the other Party in respect of any proven damage or loss to the other Party caused by its unauthorized use or disclosure of such information only up to the sum of five hundred thousand (500,000) EUR.
- 10.4 Notwithstanding Article 10.1 above, Information and the contents of this Agreement may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority.

## 11 Data Privacy

- 11.1 Each Party's obligations hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by the regulations and laws of its own country applicable to IR and/or data protection.
- 11.2 Party B 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.
- 11.3 The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries.



## 12 Fraud Prevention

12.1 The Parties shall comply with the procedures and provisions concerning fraudulent or unauthorized use by Roaming Customers set out in the GSM Association Permanent Reference Documents and Parties shall implement fraud prevention procedures as specified by the GSM Association within BARG Binding PRD BA.20.

## 13 Liability of the Parties

13.1 Neither Party shall be liable to the other Party under or in connection with the Agreement except:

1. in respect of charges to be paid to DNA pursuant to Article 7;
2. to the extent of its negligence where such negligence results in proven damages or loss to the other Party, in which event the liability of the negligent Party shall be limited to and shall in no event exceed two hundred and fifty thousand (250,000) EUR in respect of any one incident or series of incidents arising from the same cause;
3. in respect of charges arising from non-compliance with binding GSM Association Permanent Reference Documents pursuant to Article 12.

13.2 Furthermore, in no event shall either Party be liable for any consequential damage or loss of whatsoever nature, including but not limited to, loss of profit or loss of business, even if such Party has been advised of the possibility of such loss or damage.

13.3 In no event shall any employee of either Party or of an Affiliated Company be liable to the other Party for any act of negligence or intent under or in connection with the Agreement. Save for the limitations in Articles 13.1 and 13.2 nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.

13.4 Limitation of liability as described in this Article shall not apply if damage or loss is caused by a Party's willful misconduct (including fraud) or gross negligence.

## 14 Suspension of Services

14.1 Notwithstanding anything in the Agreement to the contrary, DNA 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:

1. Roaming Customers using equipment which is defective or illegal; or
2. Roaming Customers causing any technical or other problems on DNA's Public Mobile Network; or
3. suspected fraudulent or unauthorized use; or
4. authentication of the legal relationship not being possible; or
5. maintenance or enhancement of its Public Mobile Network or
6. Suspension for non-payment in excess of 3 months.





- 14.2 In case of a proposed suspension of Services to all Roaming Customers, DNA shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to <B> prior to the suspension taking effect. If the suspension continues for more than six (6) months, <B> shall have the right to terminate the Agreement with immediate effect by written notice.
- 14.3 Notwithstanding the provisions of Article 6, <B> has the right at any time, for technical reasons, without liability but upon detailed written notice to DNA, to suspend access to the Services to its Roaming Customers. Alternatively, if in the opinion of DNA it is technically more practicable <B> may request that DNA suspend all of its Services to Roaming Customers of <B>. DNA shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.
- 14.4 The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by DNA or <B> as the case may be.

## 15 Force Majeure

- 15.1 Non-performance of either Party's obligations pursuant to the Agreement or delay in performing same (except with respect to the payment of charges applicable hereunder) shall not constitute a breach of the Agreement if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than six (6) months, either Party shall have the right to terminate the Agreement with immediate effect by written notice.
- 15.2 If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in Article 14.1 above, then such Party thereafter shall not be entitled to refer such events to force majeure as a reason for non-fulfillment. This obligation does not apply if the force majeure event is known by both Parties or the affected Party is unable to inform the other Party due to the force majeure event.

## 16 Duration of the Agreement

- 16.1 The Agreement comes into force on the Date of the Agreement and subject to the conditions of Articles 14.2, 15.1 and 17 shall remain in force unless terminated by one of the Parties in writing subject to a period of notice of six (6) months.



## 17 Termination of the Agreement

17.1 In addition to the conditions of Articles 17, 18.1 and 19 the Agreement may be terminated as follows:

1. by mutual agreement of the Parties; or
2. by one of the Parties, with immediate effect, when the other Party is in material breach of the Agreement and does not or is not capable of remedying such breach within sixty (60) days of receipt of a written notice to such effect;
3. by one of the Parties, with immediate effect, if the other Party becomes bankrupt or insolvent or if that other Party enters into any composition or arrangement with its creditors and that other Party is not able to ensure performance of its obligations under the Agreement by a guarantee from a first class bank, payable on first written demand;
4. by written notice of either Party to the other in the event that IR becomes technically or commercially impracticable on DNA's Public Mobile Network and the provisions set out in Article 17 are not sufficient to solve the problem or if an unacceptable level of unauthorized use occurs and the other Party is not capable of remedying such unauthorized use within sixty (60) days of receipt of a written notice to such effect; or
5. subject to Article 18.1 immediately in the event a final order by the relevant governmental authority revoking or denying renewal of the license(s) or permission to operate a Public Mobile Network(s) granted to either Party, or any other license necessary to operate the Service(s), takes effect.

17.2 In the event of termination on the grounds of a breach of the Agreement under the Article 17.1.2, the Party in breach shall be liable to the other Party (in addition to charges properly due and payable to DNA) for proven direct damage or loss (excluding indirect or consequential damage or loss) arising as a consequence of such breach up to a maximum aggregate liability of two hundred and fifty thousand (250,000) EUR, provided, however, that such limitation of liability shall not apply if a damage or loss is caused by a Party's willful misconduct or gross negligence.

## 18 Changes to the Agreement and Addenda

18.1 Any amendments and/or additions to the Agreement and/or Annexes and/or Addenda shall be valid only if made in writing and signed by duly authorized representatives of both Parties hereto.

18.2 Notwithstanding Article 18.1 DNA shall be entitled to:

1. implement new Services or change existing Services as it sees fit subject to the successful completion of all network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party. DNA shall give <B> at least thirty (30) days' prior written notice of any implementation of Services for the first time. DNA also agrees to use its reasonable efforts to give the other Party at least thirty (30) days prior written notice of any other proposed implementation of new Services or change of existing Services which is a major change which has an impact on IR;



2. terminate all or any existing Services offered by or to a roaming partner as it sees fit. DNA agrees to use its reasonable efforts to give <B> at least sixty (60) days prior written notice of any termination of existing Services which is a major change which has an impact on IR; or
  3. vary its tariff stated in the Annex 12 or subsequent variation thereof;
- 18.3 The references to Technical Specifications and binding GSM Association Permanent Reference Documents shall be deemed to include references to these documents as amended by GSM Association from time to time. However the reference to non-binding GSM Association Permanent Reference Documents shall not be deemed to include a reference to such non-binding documents as amended by GSM Association from time to time unless and to the extent that this is expressly agreed by the Parties and detailed in the Reference Offer.
- 18.4 It is also recognized by the Parties that it may be appropriate to seek changes to the Agreement in the light of experience and development in the GSM Association and the establishment of IR between the Parties. Accordingly, the Parties shall enter into good faith discussion with a view to agreeing mutually acceptable modifications to the Agreement.

## 19 Miscellaneous

### 19.1 Successors and Assigns

The Agreement and the rights and obligations specified herein shall be binding upon the Parties hereto and their respective legal successors and neither Party shall sell, transfer or assign the Agreement or any part, interest, right or obligation hereunder, except that a Party shall have the right to transfer or assign the Agreement in whole (but not in part) to an Affiliated Company within EU regulation. No person other than a Party to the Agreement shall acquire any rights hereunder as a third-party beneficiary or otherwise by virtue of the Agreement.

### 19.2 Headings

The headings of the Agreement are for the convenience of reference only and shall in no way limit or affect the meaning or interpretation of the provisions of the Agreement.

### 19.3 No waiver

Failure by any Party at any time or times to require performance of any provisions of the Agreement shall in no manner affect its rights to enforce the same, and the waiver by any Party of any breach of any provisions of the Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

### 19.4 Provisions severable

If any part of the Agreement or any Annex hereto is held to be invalid or unenforceable, such determination shall not invalidate any other provision of the Agreement or Annexes hereto; and



the Parties shall attempt, through negotiations in good faith, to replace any part of the Agreement or Annexes hereto so held to be invalid or unenforceable. The failure of the Parties to agree on such replacement shall not affect the validity of the remaining parts of the Agreement.

#### 19.5 Notices

All notices, information and communications required under this Agreement shall be given in writing and be in the English language and shall be sent either by mail, or preferably secure email to the addresses indicated here:

Each Party specifies only one contact point for exchange of updates to the Agreement.

Revision Procedure; the right to amend or vary the terms of any Annex or Addenda is set out in this Agreement. All updates to the Annexes shall be exchanged by mail or courier.

Effective Dates; each revision shall be clearly identified by its Revision date as agreed between the parties.

#### 19.6 Compliance with Laws and Regulatory requirements

The commitment of the Parties hereto shall be subject to all applicable laws and/or regulatory requirements, present and future, of any governmental or regulatory authority having jurisdiction over the Parties hereto, as well as any valid order of a court of competent jurisdiction.

#### 19.7 Anti-bribery compliance

The Parties hereby acknowledge the importance of combating and preventing bribery and to that end both Parties agree to comply fully with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption.

#### 19.8 Change of Terms and Conditions

The terms and conditions of the agreement may change from time to time.

### 20 Choice of Law

20.1 The Agreement and any matters relating hereto shall be governed by and construed in accordance with Finnish law.



## **21 Dispute Resolution & Arbitration**

- 21.1 The Parties agree to seek to resolve any dispute arising out of the Agreement in accordance with the following escalation procedures before commencing the arbitration procedures described below.
- 21.2 The Contact Persons of both Parties shall work in good faith to try to resolve the dispute within thirty days from the date that a Party first gives notice that a dispute has occurred.
- 21.3 If the Contact Persons fail to reach an agreement on the dispute within thirty days, the dispute shall be referred to more senior persons within the respective companies who shall try to resolve the dispute within a further thirty-day period. If no resolution is found each Party is entitled to commence the arbitration proceedings described below.
- 21.4 In accordance with the Article 14 of the Roaming Regulation III in the event of a dispute between undertakings providing electronic communications networks or roaming services in a Member State, the dispute resolution procedures laid down in Articles 20 and 21 of the Framework Directive should be applied fully.