

## Reference Offer of T-Mobile Polska S.A., Poland for Access Seekers of Direct Wholesale Roaming Access

### Introduction

The document contains the conditions of **Direct Wholesale Roaming Access** to regulated roaming services of T-Mobile Polska S.A. (T-Mobile Poland) in accordance with the provisions of Regulation of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union as amended by Regulation (EU) 2015/2120 and by Regulation (EU) 2017/920. (Roaming Regulation).

Since 1st of July 2012 the Article 3 of the Roaming Regulation has been effective, requiring Mobile Network Operators (MNO) to meet all reasonable requests to provide undertakings serving customers within European Union and European Economic Area (EU, EEA) with access to regulated roaming services. Undertakings from EEA Countries shall be treated in the same way as the ones from EU with respect to individual differences, therefore when within this document EU is mentioned, it should be understood accordingly as EEA.

T-Mobile shall offer the required services on the basis of Reference Offer for Access Seekers requesting Direct Wholesale Roaming Access, that has to be published on January, 1st, 2013 and should be in line with the Guidelines published by Body of European Regulators for Electronic Communications (BEREC) on September, 27th, 2012 with further amendments (Guidelines).

This Reference Offer describes the obligations and rights of T-Mobile and Access Seeker as a basis for the provision of Direct Wholesale Roaming Access Agreement, which will be subject to negotiation between T-Mobile and Access Seeker. Direct Wholesale Roaming Access according to the definition in Art. 2 (2) (p) of the Roaming Regulation means the making available of facilities and/or services by a mobile network operator to another undertaking, under defined conditions, for the purpose of that other undertaking providing regulated roaming services to roaming customers.

For the avoidance of doubt this document **does not** cover the obligations and rights of T-Mobile and Access Seeker for the provision of Wholesale Roaming Resale Access as defined in Art. 2 (2) (q) of the Roaming Regulation. Reference offer covering respectively Wholesale Roaming Resale Access shall be published separately.

Regulated roaming services are mobile voice (pre- and postpaid), SMS and data services specified in the definitions in Art. 2 (2) (h), (k) and (m) of the Roaming Regulation.

T-Mobile will provide with access to these regulated roaming services compliant to Art. 3 with respect to the conditions set out in BEREC's guidelines and in accordance to this Reference Offer. Moreover, T-Mobile can provide additional services which are not regulated but may be required to provide a roaming proposition.

To conclude a Direct Wholesale Roaming Access agreement, the requesting undertaking needs to be compliant to the following globally used standards, specifications, processes and functionalities:

- current binding GSM specifications and standards to enable the technical set up and provision of international roaming services (pre- and postpaid voice, SMS and data) and maintenance of the aforementioned services.
- GSMA's Permanent Reference Documents (PRDs) defining the standard International Roaming Agreement and its encompassed commercial references in Billing, Accounting and

Roaming Group (BA) Documents as well as the BA.20 for NRTRDE (Near Real Time Roaming Data Exchange dealing with fraud prevention);

- exchange of billing and accounting data according to GSMA Transferred Account Data Interchange Group (TADIG) specifications and procedures including the ability to receive and process billing data in TD.57 record format;

- roaming testing according to GSMA-based Inter-working Roaming Expert Group (IREG) testing procedures described in IR.24, 32, 35, 50 as well as the corresponding TADIG billing tests;

If required by Access Seeker, T-Mobile will provide on request current versions of the aforementioned standards.

T-Mobile receiving a Direct Wholesale Roaming Access request and undertakings requesting access shall negotiate in good faith.

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## 1. Definitions

**“Roaming Regulation”** or **“Regulation”** is 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 as amended by Regulation (EU) 2015/2120 and by Regulation (EU) 2017/920.

**“Access Seeker”** is considered to be any undertaking which is entitled, under the law of the EU Member State, to provide roaming services to Roaming Customers in that Member State and thus receives the right to wholesale roaming access under the terms of Article 3 of the Roaming Regulation, in order to serve EU Roaming Customers.

**“Anomalous or Abusive Use”** shall mean any use of wholesale roaming access that is contrary to the purpose of the Agreement and that is not approved in writing by T-Mobile. Such use also includes inter alia (i) a transfer of IMSI ranges by Access Seeker for the implementation in another network which results in roaming traffic on T-Mobile’s network without Access Seeker being in the role of a network operator (for example “IMSI borrowing”) and (ii) a scenario, where significant roaming traffic volumes are generated from a number of SIM cards that are sold to customers other than Roaming Customers.

**“Effective Period”** shall mean a period of 365 days decremental from each day of use of roaming services on T-Mobile’s network by Access Seeker (e.g. use of roaming services on 18/04/2017. Effective Period shall be from 19/04/2016 until 18/04/2017).

**“Roaming Customer”** shall mean a person or entity resident or having stable links within the meaning of Art. 2 para. 2 lit a) Regulation (EU) 2016/2286 in a geographical area of the Member State of Access Seeker and outside the licensed area served through T-Mobile’s PMN with a valid legal relationship with Access Seeker 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 temporarily roaming on T-Mobile’s PMN in accordance with the terms and conditions of the Agreement.

**“Member State”** shall mean a country belonging to EU/EEA.

**“Regulated Roaming Call”** means a mobile voice telephony call made by a Roaming Customer, originating on a visited network and terminating on a public communications network within the EU or received by a Roaming Customer, originating on a public communications network within the EU and terminating on a visited network (defined in Art. 2 (2) (h) of Roaming Regulation).

**“Regulated Roaming SMS (message)”** means an SMS message sent by a Roaming Customer, originating on a visited network and terminating on a public communications network within the EU or received by a Roaming Customer, originating on a public communications network within the EU and terminating on a visited network (defined in Art. 2 (2) (k) of Roaming Regulation).

**“Regulated Data Roaming Service”** means a roaming service enabling the use of packet switched data communications by a Roaming Customer by means of his mobile device while it is connected to a visited network. A regulated data roaming service does not include the transmission or receipt of regulated roaming calls or SMS messages, but does include the transmission and receipt of MMS messages (defined in Art. 2 (2) (m) of the Roaming Regulation).

**“Regulated Roaming Services”** means Regulated Roaming Call, Regulated Roaming SMS (message) and Regulated Data Roaming Service.

**“Services”** shall mean all services as specified by T-Mobile in Reference Offer, which may be amended from time to time by T-Mobile.

**"Wholesale Roaming Access Direct Agreement ("Agreement")"** describes the final Agreement concluded for the provision of Wholesale Roaming Direct Access as defined in Art. 2 (2) (p) of the Roaming Regulation. The Agreement will be based on the Reference Offer and provided within a month after initial, reasonable access request, complying with Art. 3 of the Roaming Regulation by the Access Seeker.

**"GSMA"** shall mean GSM Association.

**"GSM Association Permanent Reference Documents ("PRD")"** means a document noted as such by the GSMA Products and Services Management Committee's to the GSMA General Assembly and listed as such by GSMA Headquarters on the list of Permanent Reference Documents.

**"International Roaming"** or **"IR"** shall mean the provision of services by T-Mobile in respect of which access is granted to Roaming Customers of Access Seeker through T-Mobile's PMN.

**"Permanent Roaming"** shall mean a cumulative use of roaming Services by the same IMSI for 91 days (accumulated) or more per Effective Period on the network of T-Mobile. Furthermore, Permanent Roaming shall also include scenarios where by means of intelligent traffic steering across several national mobile networks a permanent usage of Services in T-Mobile's home country shall be established in order to provide domestic offerings.

**"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 GSMA (AA.16).<sup>1</sup>

**"TAP"** shall mean Transferred Account Procedure as defined and described in GSMA Permanent Reference Documents.

**"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.

**"Reference Offer"** shall mean this document.

**"LBG"** shall mean a Letter of Bank Guarantee.

## 2. Identity of the Access Seeker

Direct Wholesale Roaming Access Seeker is considered to be any undertaking which is entitled, under the law of the EU Member State, to provide roaming services to Roaming Customers in that Member State and thus receives the right to wholesale roaming access under the terms of Article 3 of the Roaming Regulation, in order to serve EU Roaming Customers.

Any undertaking entering Direct Wholesale Roaming Access agreement needs to be identifiable on a network level. Thus it is required to present an own and dedicated Mobile Country Code/ Mobile Network Code (MCC/MNC) identifier via an "own" IMSI. This IMSI requirement is crucial to an easy reproduction of an international roaming connection for the requesting undertakings.

The wholesale roaming access is solely intended to enable Roaming Customers to use mobile communication services while temporarily travelling in T-Mobile's licensed area. It is not intended to provide services to roaming customers that are not resident in or do not have stable links within the meaning of Art. 2 para. 2 lit a) Regulation (EU) 2016/2286 to the member state of Access Seeker. In particular this Agreement is not intended to provide non-EU/EEA roaming customers with roaming services.

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<sup>1</sup> [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.](#)

To meet the obligation listed above, Access Seeker has to implement a suitable mechanism to ensure that the services are only used to provide Regulated Roaming Services to Roaming Customers.

This article 2 is material to the Agreement. Therefore, Access Seeker guarantees to comply with this article during the term of the Agreement and will fully indemnify T-Mobile for all damages incurred through breach of this article.

In case of such breach T-Mobile also reserves the right to take necessary measures accordingly pursuant to applicable Roaming Regulation which may include, but are not limited to, termination of the Agreement.

### **3. Initial requests and exchange of information**

All requests has to be addressed via email to [DirectWRA@t-mobile.pl](mailto:DirectWRA@t-mobile.pl)

T-Mobile and Access Seeker will conclude a non-disclosure agreement (NDA) before exchanging non-public information.

Initially, T-Mobile requests the following information to be provided by Access Seeker:

- evidence that is eligible to benefit from Art.3 of the Roaming Regulation, especially to provide roaming services to Roaming Customers in the respective EU Member State(s).
- exhaustive information about desired model of cooperation with T-Mobile
- technical data that provide information on the compatibility with described in this Reference Offer standards and specifications (see Introduction and par. 9-13)
- 12 (twelve) month roaming traffic forecast (see par.14)
- information how Access Seeker (technically) ensures that EU regulated access at regulated rates will not be provided to non-EU/EEA customers (description in detail, how any misuse is prevented when (i) the services are purchased by a customer and (ii) during the use of such service)

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

The validity of the Agreement is subject the condition precedent that an independent authorised expert to be appointed by T-Mobile has confirmed that Access Seeker has implemented a suitable mechanism to ensure that the services are only used to provide Regulated Roaming Services to Roaming Customers. For this purpose, a suitable mechanism is for example that Access Seeker has implemented a control system that allows Access Seeker to determine that each of Access Seeker's customers is either resident in or has established a stable link within the meaning of Art. 2 para. 2 lit a) Regulation (EU) 2016/2286 in a geographical area of the Member State of Access Seeker and which enables Access Seeker to prevent any of Access Seeker's customers who are not Roaming Customers from using the Services provided by T-Mobile under the Agreement.

In case the findings of the expert do not confirm the existence of such suitable mechanism, Access Seeker shall bear the cost of the audit.

During the term of this Agreement T-Mobile may at any time and without further notice conduct additional audits in order to confirm that such mechanism is still implemented and suitable to ensure that the Services are only used to provide Regulated Roaming Services to Roaming Customers.

In case the findings of the expert do not confirm the existence of such suitable mechanism, Access Seeker shall bear the cost of the audit.

Access Seeker shall be informed as soon as possible, after its request (for clarification it concerns reasonable request only), about all necessary additional information to be provided to T-Mobile in order to enable the further processing of its request.

Delays in providing such information to T-Mobile will not count towards the timeline described in Article 4 of this Reference Offer.

#### **4. Commercialisation timeline and contract duration**

If qualified T-Mobile shall provide Access Seeker with a draft contract for Direct Wholesale Roaming Access at the latest one month after the initial receipt of the reasonable request.

When necessary Access Seeker will be asked to provide additional explanations related to requested service.

In case of non-standard requests, which may require T-Mobile to prepare separate feasibility study according to Access Seeker specification, T-Mobile will use all reasonable endeavors to provide such a draft contract, however may not guarantee in all cases to meet the strict timeline. In aforementioned cases Access Seeker will receive prior notice about the delay, including indication of reasons and estimated time to accomplish the work.

The Agreement will be concluded with a standard termination notice period of 6 (six) months. Termination clauses will be specified in the contract for the reason of protection of T-Mobile interests in cases like: IR becomes technically or commercially impracticable on T-Mobile's Public Mobile Network, Permanent Roaming and/or Anomalous or Abusive Use will be determined, material breach of the contract, which could not be a subject to remedy, insolvency of bankruptcy, or any other reasons external to contract parties such as i.a. revoking the licenses or permissions to operate.

Unless Access Seeker has caused delays the implementation of Access Seeker's request for Wholesale Roaming Direct Access shall be done within three months after signature of the Agreement.

#### **5. Services provided at regulated rates**

T-Mobile shall provide delivery of Regulated Roaming Calls, SMS and Data. This comprises in detail the delivery of:

- mobile outgoing roaming calls (MOC) generated by the Access Seeker's Roaming Customer on T-Mobile network to EU destinations excluding satellite and premium numbers and calls to any other value added services.
- mobile termination (incoming) roaming call (MTC) to the Access Seeker's Roaming Customer on T-Mobile network from EU destinations
- mobile outgoing roaming SMS (SMS MO) generated by the Access Seeker's Roaming Customer on T-Mobile network to EU destinations excluding satellite and premium numbers and calls to any other value added services
- mobile termination (incoming) roaming SMS (MT SMS) to the Access Seeker's Roaming Customer on T-Mobile network from EU destinations
- mobile roaming data traffic generated by the Access Seeker's Roaming Customer on T-Mobile network

## **6. Other provided services**

- mobile outgoing roaming calls (MOC) generated by the Access Seeker 's Roaming Customer on T-Mobile network to non EU destinations
- mobile outgoing roaming calls (MOC) generated by the Access Seeker 's Roaming Customer on T-Mobile network to premium numbers, satellite numbers and other calls to value added services
- mobile outgoing roaming calls (MOC) generated by the Access Seeker 's Roaming Customer on T-Mobile network to other than regulated destinations – toll free numbers
- mobile termination (incoming) roaming call (MTC) to the Access Seeker 's Roaming Customer on T-Mobile network from non EU destinations
- mobile outgoing roaming sms generated (MO SMS) by the Access Seeker 's Roaming Customer on T-Mobile network to non EU destinations
- mobile outgoing roaming sms generated (MO SMS) by the Access Seeker 's Roaming Customer on T-Mobile network to premium numbers
- mobile termination (incoming) roaming SMS (MT SMS) to the Access Seeker 's Roaming Customer on T-Mobile network from non EU destinations
- multimedia outgoing roaming calls - video telephony generated by the Access Seeker 's Roaming Customer on T-Mobile network
- multimedia termination (incoming) roaming calls - video telephony generated by the Access Seeker 's Roaming Customer on T-Mobile network

Charges will be agreed during Agreement negotiation.

## **7. Pricing for Regulated services**

Prices are per minute, item (SMS) or Megabyte (MB) in case of data.

There is no peak/off-peak differentiation.

Voice MOC charging increment is 30/1 second for all traffic on the network according to Art.7&8 of the Regulation.

Data charge is aggregated on a per-kilobyte basis according to Art.12 of the Regulation

The prices are the maximum average charges at wholesale level according to Roaming Regulation (EU) No. 531/2012 of the European Parliament and of the council of 13 June 2012 with further amendments.

## **8. Pre-commercial testing**

The implementation of services shall be in accordance with the Technical Specifications, and testing procedures described in IR.24, 32, 35, 50 as well as the corresponding GSMA billing tests. Timescale of the pre-commercial testing must be consistent with the maximum permitted implementation period to allow agreement commercialization within 3 months after signature of the Agreement. However in order to keep the above timeline both parties have to closely cooperate. T-Mobile will not be able to complete the testing without professional support of Access Seeker roaming, IREG and TADIG teams. T-Mobile will not be responsible for delays caused by the Access Seeker.

Both parties shall confirm the successful execution of tests and agree on a commercial launch date.



## 9. Implementation of TAP

Access Seeker shall implement TAP according to the GSM Association Permanent Reference Documents and the provisions set out in Agreement.

## 10. Charging, billing and accounting

Access Seeker shall implement billing and accounting according to the GSM specifications and procedures including the ability to receive and process billing data in TD.57 record format and the provisions set out in Agreement.

When a Roaming Customer uses the services made available hereunder by T-Mobile, Access Seeker shall be responsible for payment of charges for the said services so used in accordance with the tariff of T-Mobile.

## 11. Settlement procedure

T-Mobile shall prepare a monthly invoice for calls registered during the invoice period made by the visiting customers in the visited PMN Operator.

The invoice period shall in general be a calendar month. The invoice has to be sent by the 15th of the following month at latest.

Payment information for Inter PMN Operator Invoices will be detailed in Agreement.

## 12. Information on interoperability, signalling interconnection and/or IP connectivity

The implementation of the Signalling Protocols and/or Inter-PLMN backbone (as defined in PRDs) shall be in accordance with the Technical Specifications and relevant GSM Association Permanent Reference Documents with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both parties during the testing phase.

The technical information relevant for International Roaming shall be exchanged between the parties as part of GSMA testing procedures and PRDs.

Access Seeker agree to adhere to the processes set out in PRD IR.21, Article 4: Procedures for Updating the Database, when making changes in the numbering and addressing information with an impact on International Roaming.

Access Seeker is entitled to request that the wholesale service is to be provided via a hub. In the case that the connection via a hub is to entail additional costs for T-Mobile (as monthly fees or any additional fee to be paid to the hub), the Access Seeker will carry these additional costs for T-Mobile.

### International Roaming Set-up

The parties shall load the information contained in IR.21 into their networks i.e. global titles, point codes and number ranges. Billing and transfer information is also to be loaded into parties billing system as per information in paragraphs 9-10 of Reference Offer.

In order to set up the signalling necessary to carry out the tests (testing procedures described in paragraph 8 of the Reference Offer) parties need to order the link. This order will be based on the information in the IR.21 T-Mobile and Access Seeker will exchange with each other.

### T-Mobile IR 21 basic information:

Technology	GSM, 3GSM
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Frequency	GSM 900/1800, 3GSM (WCDMA 2100)
Country (Abbreviated according to ISO 3166):	POLAND (PL)
E.212 Number series:	Mobile Country Code (MCC) : 260 Mobile Network Code (MNC) 02
E.214 Mobile Global Title: (MGT)	Country Code of MGT (CC) 48 Network Code of MGT (NC) 602

The current IR 21 document will be exchanged with Access Seeker after NDA signature.

Where in the result of the reasonable requests for changing the service configuration to the other that in the Reference Offer, fair and reasonable charges may be levied to cover any additional costs.

### **13. Access to Camel (Customised Applications for Mobile network Enhanced Logic)**

If requested T-Mobile shall provide Access Seeker with access to Camel phase 1 functionalities allowing a basic call management of prepaid calls. Optionally T-Mobile can also offer Camel phase 2.

### **14. Authentication**

Security functions of the individual parties are specified in Agreement and in GSMA PRD documents.

### **15. Forecasts**

Access Seeker shall provide 12 (twelve) month traffic forecast for all services (voice, SMS and data) to assess necessary connection capabilities and rationality of the access request. The traffic forecast shall cover the initial 12 months period after commercial launch (first contractual year). T-Mobile and Access Seeker will review the actually achieved traffic volume once a year to agree on further cooperation rationality.

### **16. Letter of Bank Guarantee**

Before the signature date of Agreement and upon request of T-Mobile, Access Seeker shall submit an irrevocable, unconditional, payable at the first written demand Letter of Bank Guarantee ("LBG") issued by a reputed bank as agreed between the parties.

### **17. Contact persons and communications**

Access Seeker shall address its request to the following email address: DirectWRA@t-mobile.pl

During the implementation process T-Mobile and Access Seeker will exchange contact details for operational tasks (fraud prevention, fault management, billing queries etc.).

## **18. Fraud Prevention**

The parties shall comply with the procedures and provisions concerning fraudulent or unauthorised use by Roaming Customers set out in the GSM Association Permanent Reference Documents and in Agreement.

The parties shall implement fraud prevention procedures as specified by GSM Association within BARG Binding PRD BA.20.

Parties agree to cooperate in avoiding fraudulent behavior particular to monitor end-customers' usage on fraud potential.

The Inter Operator Contact Point for combating fraudulent usage will be defined in Agreement.

The sender is required to send call detail records (CDRs) in near real-time to the recipient. PRD FF.18 specifies the event types for which NRTRDE records must be sent via NRTRDE.

All timescales applicable to the near real-time procedure are defined in PRD BA.08.

## **19. Permanent Roaming and Anomalous or Abusive Use**

Where T-Mobile will have a suspicion that Permanent Roaming and/or Anomalous or Abusive Use is taking place T-Mobile may request Access Seeker to provide, without prejudice to EU and national data protection requirements, information allowing determination if Access Seeker's customers are in a situation of Permanent Roaming and/or Anomalous or Abusive Use on the network of T-Mobile is taking place. Upon T-Mobile's request Access Seeker shall provide the respective information within 2 (two) weeks.

In case Access Seeker fails to provide any or sufficient information in due time, Permanent Roaming and/or Anomalous or Abusive Use is deemed to be established.

If Permanent Roaming and/or Anomalous or Abusive Use continues T-Mobile may without liability forthwith suspend all or any of its Services to Access Seeker Roaming Customer(s) until receipt of a written confirmation of Access Seeker to cease such Permanent Roaming and/or Anomalous or Abusive Use. If Access Seeker does not provide written proof to T-Mobile within a period of [4] weeks after the start of the suspension that the reasons leading to the suspension have been remedied, T-Mobile shall have the right to terminate the Agreement with immediate effect by written notice upon prior authorisation of the national regulatory authority according to Art. 3 paragraph 6 subparagraph 5 of the Roaming Regulation. For the avoidance of doubt the suspension will be maintained until the effective date of the termination.

## **20. Service Quality, Faults, Maintenance and SLAs**

T-Mobile shall, under the same technical terms and conditions, offer the same services to all Direct Wholesale Roaming Access requesters. The availability of services may depend on the availability of appropriate functionality enabling roaming.

As T-Mobile has agreed roaming agreements according to the standard GSMA documents, and SLAs are not used therein, T-Mobile cannot commit to dedicated performance KPIs as part of SLAs.

Roaming Customers, during roaming, shall experience conditions of the services that do not differ from those provided to customers of other Direct Wholesale Roaming Access requesters or Mobile Network Operators.

T-Mobile commits to treat Access Seeker in a non-discriminatory way and Access Seeker's end-customers will receive the same services according to the best effort principle as T-Mobile offers to other wholesale partners. The traffic of Access Seeker customers will be routed accordingly to current interconnection rules applied to traffic to/from T-Mobile customers, which also means use of the same alternative routes in case of possible network malfunction or overflow.

T-Mobile will provide Access Seeker with the same information on operational performance or the fault detection, fault handling and restoration of any incidents as T-Mobile provides to its other wholesale partners.

Parties will negotiate in good faith on compensation in case T-Mobile fails to meet any of the according obligations and act in an unjustified, discriminatory way.

T-Mobile and Access Seeker will negotiate in good faith to agree where appropriate on reliable reporting and associated timelines. In order to minimize unnecessary costs, the degree of detail reported shall be limited where there is no prior reason for concern over quality and where problems would be readily apparent.

## **21. Data Privacy**

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.

Access Seeker 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.

The parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries. Further Details of Data Privacy aspects will be given in Agreement.

## **22. Governing Law and Dispute resolution**

The Agreement and all matters arising from or connected with it shall be governed by Polish law. All disputes arising out of or in connection with this contract shall be settled by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw pursuant to the Rules of this Court binding on the date of filing the statement of claim. The decision of the Tribunal is final. The proceedings shall be conducted in the English language. Disputes between the parties in regard to the obligations resulting from Regulation EU 531/2012 or their interpretation may be solved by the dispute resolution procedures laid down in Articles 20 and 21 of the Framework Directive (Directive 2002/21/EC of 7 March 2002 on a common regulatory framework for electronic communications networks and services).

## **23. Miscellaneous**

This Reference Offer is not an offer within the meaning of the Polish Civil Code.

This Reference Offer will be updated from time to time to ensure consistency with the offered services – especially in case service provisioning will require new methods or modifications of the Direct Wholesale Roaming Access resulting in potential implications to T-Mobile's network elements or facilities.

As of the release date of an updated version of this reference offer all access requests will be governed by the updated version. In case of pending access requests T-Mobile and Access Seeker will negotiate in good faith to agree on which elements of the updated version apply.