

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

(This Reference Offer is prepared in two language versions in English language and in Polish language. In case of any discrepancies English language version shall prevail)

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(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 (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 (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.

“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 European roaming customers.

“Roaming Customer” means a customer of a roaming provider of regulated roaming services, by means of a terrestrial public mobile communications network situated in the Union, whose contract or arrangement with that roaming provider permits Union-wide roaming (defined in Art. 2 (2) (g)).

“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)).

“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)).

“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)).

“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). The Agreement will be based on the Reference Offer and provided within a month after initial access request 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.

"**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).¹

"**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 European roaming customers.

Any undertaking entering Direct Wholesale Roaming Access agreements 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.

3. Initial requests and exchange of information

All requests has to be addressed via email to 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)

Access Seeker shall be informed as soon as possible, however not later than within two weeks after its request 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

¹ [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.](#)

4. Commercialisation timeline and contract duration

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 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 endeavours 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 for an unlimited period of time with a standard termination notice period of 6 (six) months. Additional termination clauses will be specified in the contract for the reason of protection of T-Mobile interests in cases like: 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

7. Pricing

Regulated services general information:

All tariffs are exclusive of applicable VAT.

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

Regulated services Roaming Airtime Charges:

The applicable regulated roaming airtime charges according to Art.7, 9 and 12 of the Roaming Regulation are:

Service Rates Term Validity	01.07.2012 – 01.07.2013	01.07.2013 - 01.07.2014	Since 01.07.2014
Data (visited network operator charge on regulated data roaming services by means of that visited network)	0,25 Euro	0,15 Euro	0,05 Euro
Voice MO (regulated roaming call originating on visiting network, inclusive, inter alia, of origination, transit and termination cost)	0,14 Euro	0,10 Euro	0,05 Euro
Voice MT (mobile termination (incoming) roaming call to the Access Seeker 's Roaming Customer on T-Mobile network from EU destinations)	0,00 Euro	0,00 Euro	0,00 Euro
SMS MO (regulated roaming SMS message originating on the visiting network)	0,03 Euro	0,02 Euro	0,02 Euro
SMS MT	0,00 Euro	0,00 Euro	0,00 Euro

(visited network operator shall not levy any charge on a roaming customer's roaming provider or HPMN, separate from the charge referred to in par.1 of Roaming Regulation for the termination of regulated roaming SMS message sent to a roaming customer while roaming on its visited network)			
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The above rates 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.

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
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. 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.

20. 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.

21. 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).

22. 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.