

Reference Offer of Cosmote Mobile Telecommunications S.A. for Resellers of Wholesale Roaming Resale Access

1. Introduction

Under the terms of EU Regulation 531/2012, this Reference Offer sets out the terms and conditions under which Cosmote Mobile Telecommunications S.A (“COSMOTE GR”) offers to provide wholesale roaming resale access (“Wholesale Roaming Resale Agreement”) to any undertaking operating in Greece which is entitled under Greek law to provide roaming services to roaming customers (“Reseller”). This agreement covers the provision of EU/EEA wholesale roaming voice, SMS and data services by COSMOTE GR to the Reseller.

This Reference Offer is solely concerned with Wholesale Roaming Resale Access. A separate Reference Offer, also published by COSMOTE GR, sets out terms and conditions for Direct Wholesale Roaming Access.

2. Subject and Scope

COSMOTE GR is prepared to offer Roaming Services on reasonable terms to Resellers.

A Wholesale Roaming Resale Agreement may cover three types of services:

- (a) Regulated Roaming Services: these are services which are within the scope of the Regulation and for which the Regulation sets ceilings on the permitted tariffs.
- (b) Additional Roaming Services which are not regulated but which are necessary for the Reseller to offer roaming services. Charges for these services will be set on a fair and reasonable basis.
- (c) COSMOTE GR may also offer, or a Reseller may request, further services, beyond those included in (a) or (b) above. Charges for any such services will be subject to commercial negotiation between COSMOTE and the Reseller.

For the avoidance of doubt, this Reference Offer describes the terms and conditions on which COSMOTE GR offers Resale Access

3. Definitions

“Reseller” is any undertaking which is entitled under Greek law to provide roaming services to retail roaming customers and thus may request wholesale roaming access under the terms of Article 3 of the Roaming Regulation.

“Roaming Customer” is an end-customer of a mobile operator operating a terrestrial public mobile communication network and situated in an EU Member State, identified by a EU MSISDN assigned to its subscription (defined in Art. 2 (2) (g) of Regulation 531/2012)

“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/EEA or received by a roaming customer and originating on a public communications network within the EU/EEA 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/EEA or received by a roaming customer, originating on a public communications network within the EU/EEA and terminating on a visited network (defined in Art. 2 (2) (i)).

“Wholesale Roaming Access Resale Agreement” (“Agreement”) describes the Agreement between Reseller and COSMOTE GR for the provision of Wholesale Roaming Resale Access. A draft Agreement, based on the Reference Offer, will be provided within one month after an initial access request and the provision of the relevant documentation by the Reseller

4. Contract Duration/ Timeline

The minimum term of the Agreement shall be one year (Initial Contract Period).

The Agreement is automatically renewed for a one year period thereafter unless terminated with six months notice period before expiry of Initial Contract Period or any extension periods.

The contract becomes effective once the necessary technical implementation has been carried out by COSMOTE GR and readiness is announced by writing to Reseller.

Assuming that the necessary documents have been provided by the Reseller and the implementation process has been satisfactorily completed, the implementation of Reseller’s request for Wholesale Roaming Resale Access shall be made within three months of signature of the Agreement.

The above timeline of three months shall not apply to requests for access that require additional implementation efforts and investments by COSMOTE GR to provide Reseller with access according to Art.3, Para 4. In these cases Reseller and COSMOTE GR will agree mutually on a separate implementation plan in the Agreement.

5. Termination

Without prejudice to any of its other rights and obligations, each Party may at its own discretion terminate the Agreement with a six months notice period prior to the expiry of the Initial Contract Period or prior to the expiry of each one year period thereafter. Additionally any Party may terminate the Agreement with immediate effect (without any further notice periods) by notifying the other Party by registered letter, in the event of breach of this Agreement, force majeure or default of the other Party.

6. Exchange of Information

Reseller will be informed after its request about all necessary information to be provided to COSMOTE GR in order to enable the further processing of its request.

The timetable set out in Article 4 of this Reference Offer will not be applicable in case of delays in providing the necessary information by the Reseller.

COSMOTE GR may request the following information, inter alia, from Reseller:

- Evidence that Reseller is eligible to request Wholesale Roaming Resale Access under the terms of Article 3 of the Roaming Regulation, in particular to provide roaming services to roaming customers.
- Technical information (interfaces and protocols) that provide information on the compatibility with the services offered under this Reference Offer.
- Traffic forecast.

7. Services provided

COSMOTE GR shall provide Reseller with end-to-end delivery of regulated roaming calls, SMS and data, comprising:

- mobile originated roaming calls generated by the Reseller's Roaming Customer from an EU/EEA roaming network (VPMN) to EU/EEA geographical destinations, excluding calls to premium numbers and to Reseller' roaming customers

mobile originated roaming SMS generated by the Reseller's Roaming Customer from an EU/EEA roaming network (VPMN) to COSMOTE –GR SMSC network elements.

- mobile roaming data traffic generated by the Reseller's Roaming Customer from a EU/EEA roaming network (VPMN) to a packet data network either via a GGSN of COSMOTE GR or, up on COSMOTE GR 's decision, via a GGSN of the VPMN.

COSMOTE GR shall provide access to relevant interfaces, protocols or relevant operational support systems by COSMOTE GR in order to enable Reseller to carry out for itself the necessary retail functions towards its end-customers. These network elements will be described in more detail in a separate Annex to the Agreement.

8. Other wholesale services provided

Any other roaming services not covered in Section 7 above will be subject to separate negotiations and pricing agreements and subject to technical feasibility. These include, but are not limited to:

- end-to-end delivery of mobile terminated calls from a national or international network to the roaming network (VPMN) where the Reseller's Roaming Customer is located.
- end-to-end delivery of mobile terminated SMS from a national or international network to the roaming network (VPMN) where the Reseler's Roaming Customer is located.
- mobile originated roaming calls generated by the Reseler's Roaming Customer from a non-EU/EEA roaming network (VPMN)
- mobile originated roaming SMS generated by the Reseler's Roaming Customer from a non-EU/EEA roaming network (VPMN)
- mobile roaming data traffic generated by the Reseller's Roaming Customers from a non EU/EEA roaming network (VPMN) to a packet data network either via a GGSN of COSMOTE GR or, up on COSMOTE GR 's decision, via a GGSN of the VPMN.
- end-to-end delivery of mobile originated roaming calls/SMS to premium numbers, non-geographic, special numbers etc, generated by the Reseler's Roaming Customer.
SMS-MO originated by a Reseller's Roaming customer from a COSMOTE GR's roaming partner's network and forwarded by COSMOTE GR's SMSC network elements to an

EU/EEA or non EU/EEA destination network using COSMOTE GR's international interconnection links,

9. Retail functions provided

For the avoidance of doubt, Reseller will have the right to select each service offered under this section by COSMOTE GR without being obliged to select another service offered therein in addition as long as this is technically possible and commercially reasonable to be provided by Reseller.

COSMOTE GR will provide the following services to Reseller:

- Provision of Call Data Records (CDRs) to enable Reseller the billing of post-pay services.
- Real-time information for CAMEL usage.
- Necessary services where Reseller needs support by COSMOTE GR to fulfill transparency obligations including data bill shock prevention (spending cap & cut-off).

10. Responsibilities of the Reseller

Reseller shall provide EU/EEA Mobile roaming services to end-customers, at its own expense, on its own behalf, at its own risk, and under its own trademarks, logos and brands on the Greek retail market. The use of COSMOTE GR's logos, brands and trademarks is forbidden, unless the explicit written permission of COSMOTE GR has been provided.

Reseller shall be responsible for distribution, provisioning, retail price setting, sales and credit check, high-spend, fraud management (as further defined in this Reference Offer) and compliance with relevant laws, regulation or other obligations provided by relevant authorities, such as legal interception measures, bill-shock prevention-roaming data limits, end-user identification, privacy protection acts etc.

Reseller shall be fully responsible for customer care, and marketing of its services.

Reseller shall provide COSMOTE GR with all information relevant for the correct and timely implementation of the Wholesale Roaming Resale Access.

Reseller will ensure that an appropriately staffed and skilled team will be available for the implementation and management of the Agreement.

Reseller shall only use hardware and software that is compliant with COSMOTE GR's requirements as further described in the Agreement. Reseller shall comply with the measures agreed to avoid adverse impacts on COSMOTE GR's systems and agree to the information

exchange necessary to achieve this goal, especially in case of failures in Reseller's own systems that may affect the systems of COSMOTE GR.

More detailed responsibilities shall be agreed in the Agreement.

11. Traffic Forecast & Reviews

Reseller shall provide COSMOTE GR every year with a 12-month roaming traffic forecast for voice (MOC/MTC), data and SMS traffic for the initial contract year. Based on the traffic forecast COSMOTE GR will assess the reasonability of the access request.

COSMOTE GR reserves the right to evaluate the credit worthiness of the Reseller in order to assess the access request.

Both Parties shall review the roaming traffic figures every six (6) months in order to assess the continuation of the roaming relationship taking into account the interests of both Parties. The first review will take place six (6) months after Launch Date.

12. Bank Guarantee

Reseller shall provide COSMOTE GR with a bank guarantee based on the agreed initial roaming traffic forecast, plus any implementation costs. Depending on the credit rating of the Reseller, COSMOTE GR reserves the right to ask for a higher bank guarantee.

The bank guarantee should be issued by a bank rated A or better (Acceptable Rating Agencies are Moody's, Standard & Poor's and Fitch) that has been preauthorized by COSMOTE GR.

COSMOTE GR reserves the right to request necessary adjustments in the value of the bank guarantee, or partial payment of the invoices, at any time during the term of the Agreement depending inter alia on the development of the actual roaming traffic or the payment behaviour of the Reseller.

13. Pricing & Pricing Structure

All tariffs are in Euro and exclusive of applicable VAT.

The IOTs charged by COSMOTE GR, for services mentioned in Section 7 of this Agreement, in accordance with Art.7, 9 and 12 of the Regulation apply only for Mobile Originated (MO) voice, SMS and data roaming. The applicable regulated roaming airtime charges according to Art.7, 9 and 12 of the Roaming Regulation are:

From 01.07.2012

Data (Euro per MB, 1KB rounding)	0.25
Voice (MO- Euro per min, 30/1 sec charging)	0.14
SMS (MO) (Euro per SMS)	0.03

Note 1: All other services provided by COSMOTE GR to the Reseller, being described in Clause 8 of this Reference Offer are charged based on a separate negotiation.

14. Wholesale Billing

COSMOTE GR shall invoice Reseller on a monthly basis. Details concerning invoicing, payment terms, disputes etc, will be set out in the agreement.

15. Other Interfaces and information systems

Reseller will obtain and maintain equipment that corresponds to COSMOTE GR's specifications and fulfill the according technical prerequisites and costs for connecting to COSMOTE GR's systems. In this context, hardware and software compatibility as well as compliance with usual security standards defined by COSMOTE GR have to be secured in particular. Usual security standards are those standards which prevent unauthorized access but allow Reseller for authorized access to information systems.

COSMOTE GR will provide detailed specifications in the Agreement.

16. Dormancy Rule

Reseller agrees that unused or inactive SIM cards will be de-activated according to the rules set out by COSMOTE GR.

17. Contact Persons & Communication

Reseller to address its request for access to the following email address: roaming-commercial@cosmote.gr.

Reseller will receive a confirmation about its request as well as the name and contact details of a COSMOTE GR employee who is further processing Reseller's request.

Reseller shall provide the name and contact details of an employee responsible for further communication during the processing of Reseller's request.

During the implementation process, COSMOTE GR and Reseller will exchange contact details for operational tasks (fraud prevention, fault management, billing queries etc.)

18. Fraud Prevention

Fraudulent behavior includes (but is not limited to) the following:

- SIM-Cards being used by Reseller's end-customers to offer telecommunication services, switching or interconnection services to third parties; and/or
- SIM-Cards being used by Reseller's end-customers in GSM Gateways or in so-called SIM-Servers for purposes of routing telecommunication traffic (so-called "SIM-Boxing"); and/or
- SIM-Cards being used by Reseller's end-customers to automatically set-up permanent connections, not for purposes of personal communication but for commercial reasons (to generate interconnection fees).

The Party identifying any fraudulent use will inform the other Party without undue delay. In case of detected fraudulent use, Reseller shall, upon COSMOTE GR's request, deactivate the respective end-customer's SIM-Card immediately.

COSMOTE GR reserves the right to deactivate SIM-Cards used fraudulently in order to minimize commercial losses and/or any adverse effects for the network availability of the Parties due to such fraudulent use.

19. Security and Data Privacy

Each Party shall comply with the applicable data protection and other laws and regulations of telecommunication services of Greece and shall indemnify and hold harmless the other Part from and against all costs or expenses of any kind arising out of any claim or demand brought by any person, entity or authority as result of any breach or alleged breach of such data protection laws and telecommunications laws and regulations.

20. New Roaming Agreements

COSMOTE GR will at its own discretion conclude or terminate international roaming agreements with other mobile network operators.

In case of changes to the roaming coverage of COSMOTE GR in EU countries, COSMOTE GR will inform Resellers without undue delay.

21. Governing Law

The Agreement and all matters arising from or connected with it shall be governed by Greek law.

For all other disputes arising out of or from this Agreement shall be governed by the law of Greece. Place of jurisdiction will be Athens, Greece.

22. Force Majeure, Liability

The liability of COSMOTE GR shall be limited to and shall in no event exceed five thousand (5,000) EUR in respect of any one incident or series of incidents arising from the same cause. In no event will COSMOTE GR's aggregate or cumulative liability for damages hereunder exceed 15,000 EUR during any twelve (12) month period from the Effective Date.

Furthermore, within the limits of the law, in no event shall COSMOTE GR be liable for any Consequential Loss of whatsoever nature, in connection with the performance or non-performance of obligations under this Agreement.

No employee of COSMOTE GR shall be liable to the Reseller under or in connection with the Agreement. Nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.

Nothing in this Agreement excludes or limits Resellers liability for damages or losses caused by fraudulent misrepresentation or negligence which results in death or personal injury.

Limitation of liability as described in this Article shall not apply if damage or loss is caused by Resellers unlawful intent (including fraud) or gross negligence.

Non-performance of COSMOTE GR's obligations pursuant to the Agreement or delay in performing same 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 COSMOTE GR is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to COSMOTE GR 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.

If fails to inform the other Party of the occurrence of a force majeure event as set forth in the articles above, then such Party thereafter shall not be entitled to refer such events to force majeure as a reason for non-fulfilment. 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.

If COSMOTE GR is subject to a force majeure event, it shall not be in breach of this Agreement provided that it has used all reasonable endeavors to mitigate the effect of the force majeure event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

23. Initial Documents to be provided by Reseller

- 12-month roaming traffic forecast for voice (MOC/MTC), Data and SMS traffic for the initial contract year.
- Proof of VAT number.
- Proof of entitlement to offer relevant roaming services.

24. Further Provisions

The Reference Offer will be updated from time to time to ensure consistency with the services offered – especially in case service provisioning will require new methods for or modifications of the Wholesale Roaming Access resulting in potential implications for COSMOTE GR'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, COSMOTE GR and Reseller will negotiate in good faith to agree on which elements of the updated version apply.

All documents and communications will be in English. Any relevant documentation not originally written in English must be officially translated by the Access Seeker and provided to COSMOTE GR.

COSMOTE GR reserves the right to reject unreasonable requests.

COSMOTE GR reserves the right to revise this Reference Offer, without warning, at any time.