



DREI AUSTRIA WHOLESALE ROAMING RESALE ACCESS REFERENCE OFFER

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Introduction

This document constitutes Hutchison Drei Austria GmbH (Drei Austria) Reference Offer to persons making reasonable requests for wholesale roaming resale access to Drei Austria (the “Access Seeker”) for the provision of regulated roaming services to roaming customers in accordance with Regulation (EU) 531/2012 (the “Regulation”).

Upon receipt of the access request Drei Austria will provide the Access Seeker with a wholesale roaming resale access agreement which includes the services and terms outlined in this Reference Offer, subject to reasonable terms and conditions (the “Agreement”). This Reference Offer remains subject to the Access Seeker and Drei Austria entering into the Agreement. For the avoidance of doubt this Reference Offer shall not have any effect according to the provisions regarding “Vorvertrag” (“preliminary contract”) according to § 936 ABGB (Austrian Civil Code). The terms and conditions (including charges) for international roaming services contained in this Reference Offer are applicable from 1 July 2012, being the date of entry into force of the Regulation.

1. Wholesale Resale Roaming Services and Charges

Drei Austria shall offer wholesale roaming resale access to the Drei network for the regulated roaming services set out in the tables below (the “Roaming Services”). The Roaming Services shall include provision of the following functionality:

- access to the wholesale roaming services provided by visited network operators with which Drei Austria has a wholesale roaming access agreement;
- access to transit services used by Drei Austria for its own roaming business;
- access to all information on end-user usage;
- access to all wholesale functions and facilities provided by Drei Austria and used to supply its own retail roaming business, in particular contract negotiation and implementation, signaling, authentication, data clearing, billing interconnect, fraud handling, provisioning, Global Roaming Exchange, IP Exchange; and
- CAMEL Phase I, if available.

The maximum charges for the Roaming Services are as follows:

- (a) Drei Austria shall charge the Access Seeker the following maximum rates for each Transaction Type during the period 1 July 2012 to and including 30 June 2013:

Transaction Type	Rate in EUR	Charging Interval
Mobile originated circuit switched voice originating and terminating within the EU/EEA excluding calls to premium rate numbers and special numbers	0,14 per minute	30s/1s
Mobile originated SMS	0,03 per SMS	Per SMS

Transaction Type	Rate in EUR	Charging Interval
Packet switched data	0,25 per MB	1kb/1kb

(b) Drei Austria shall charge the Access Seeker the following maximum rates for each Transaction Type during the period 1 July 2013 to and including 30 June 2014:

Transaction Type	Rate in EUR	Charging Interval
Mobile originated circuit switched voice originating and terminating within the EU/EEA excluding calls to premium rate numbers and special numbers	0,10 per minute	30s/1s
Mobile originated SMS	0,02 per SMS	Per SMS
Packet switched data	0,15 per MB	1kb/1kb

(c) Drei Austria shall charge the Access Seeker the following maximum rates for each Transaction Type during the period 1 July 2014 to and including 30 June 2015 and each subsequent one year term:

Transaction Type	Rate in EUR	Charging Interval
Mobile originated circuit switched voice calls originating and terminating within the EU/EEA excluding calls to premium rate numbers and special numbers	0,05 per minute	30s/1s
Mobile originated SMS	0,02 per SMS	Per SMS
Packet switched data	0,05 per MB	1kb/1kb

The rates set out in (a) to (c) above are exclusive of VAT. Drei Austria shall issue invoices to the Access Seeker with respect to the charges on a monthly basis, payable within 30 days of the date of the invoice.

Drei Austria may pass on to the Access Seeker any reasonable charges incurred during the initial technical integration of the Access Seeker and, thereafter, any operational and upgrade charges necessary to maintain and enhance the technical interface provided to the Access Seeker for the delivery of the Roamig Services.

Drei Austria may recharge the Access Seeker for any additional fees or charges that have been levied on Drei Austria under applicable law and/or at the direction of a competent authority (or which Drei Austria is required to charge to the Access Seeker) to the extent that they relate to the network access services being provided to the Access Seeker.

2. Additional services

The following additional services (together with the Roaming Services, the "Services") will be provided by Drei Austria upon reasonable request:

- a) Mobile terminated circuit switched voice calls.
- b) Mobile originated circuit switched voice calls originating and/or terminating outside the EU/EEA.

- c) Mobile originated and terminated circuit switched video calls if available.
- d) Termination of outgoing SMS.
- e) Billing of post-pay services.
- f) Credit control for pre-pay services.
- g) Control of data bill shock.
- h) Services to implement retail transparency obligations.
- i) CAMEL Phase II, if available.

The terms and conditions (including charges) for the above additional services shall be subject to negotiation and agreement between Drei Austria and the Access Seeker.

3. Service Level Agreements

Drei Austria commits to treat resale access requests in a non-discriminatory way and to supply roaming services to the Access Seeker on equivalent terms and conditions of supply (save for price) and “normal” standards of service to those which it provides to its own retail customers and/or to other Drei Austria roaming resale access seekers.

4. Interoperability & testing

Testing methodology, testing documents and the full list of these technical standards and protocols for the period in operation are available free of charge upon request by the Access Seeker. The functioning of the roaming services provided by Drei Austria to the Access Seeker is based on the current Roaming outbound functioning rules and flows of Drei Austria (IR.21, IMSI ranges, TADIG code, TAP flow, etc.).

5. Security and data privacy

Drei Austria and the Access Seeker undertake to comply with all data protection and privacy laws and regulations under the applicable law of their respective jurisdictions.

6. Duration of the Agreement

The Agreement comes into force on the date agreed by the parties and specified in the Agreement and shall remain in force unless terminated by one of the parties in writing subject to a reasonable notice period to be agreed by the parties.

7. Governing Law

This Reference Offer and the Agreement shall be governed by the laws of Austria. The competent court in Vienna, Austria, shall have sole and exclusive jurisdiction over any disputes between the parties arising in connection with the execution of this Reference Offer and of the Agreement. Any disputes shall be resolved in accordance with the escalation and arbitration procedures set out in the Agreement.

8. Requirements on the Access Seeker

Drei Austria will meet all the reasonable requests for resale wholesale roaming access. For a request to be considered reasonable, the Access Seeker will need to fulfill all the criteria outlined in

paragraph 8.1 of the reference offer. The Access Seeker should either send these documents with the access request or be ready to provide these at the request of Drei Austria. Drei Austria may refuse resale access to Access Seekers who do not provide this information in a timely manner. Drei Austria also reserves the right to deny access to requests that entail the deployment of undue levels of resources to implement or where it is reasonable to foresee that the implementation costs will be not recovered within a reasonable period of time.

The refusal to grant access will be sent to the Access Seeker in writing giving the Access Seeker the opportunity to eliminate deficiencies within a reasonable delay. If the Access Seeker has not fulfilled these requirements within the agreed timeframe the request will be deemed revoked.

8.1 Drei Austria may require the following information from the Access Seeker:

- A bank guarantee and/or upfront payment prior to commencement of the start of Services and during operations. Drei Austria may enforce the guarantee in accordance with its terms at any time during or after termination of the Agreement to satisfy any amounts due and payable to Drei Austria (including any charges for the Services) by the Access Seeker that remain unpaid by the relevant due date;
- The signature of a hosting agreement, where the Access Seeker is hosted on Drei Austria's Public Mobile Network;
- A 12 month forecast of traffic volumes per service (voice, SMS and data volumes) and subsequent updates;
- Overview of the standard services requested from the operator;
- Certificate of registration or corresponding documentation of the Access Seeker;
- Contact data of the Access Seeker;
- Information about billing interfaces;
- Any other technical information necessary to launch or assess compatibility of the Services; and
- Written documentation of the EU numbering resources assigned to its mobile service;

8.2 The Access Seeker is responsible for:

- Ensuring that it is duly authorized to provide the Services in the relevant jurisdiction;
- Ensuring that the documentation is duly signed by authorized persons of the Access Seeker;
- Managing the use of the Services by its customers; and
- Providing its services to its customers using Drei Austria's IMSI range;
- Ensuring that it is duly authorized to store and process personal data;
- Any fraudulent use of the Services by its customers. As such the Access Seeker must implement and comply with relevant anti-fraud prevention procedures including notifying Drei Austria immediately if the Access Seeker suspects any kind of fraud or abuse which involves the Services offered to the Access Seeker under this Reference Offer and co-operating in good faith with Drei Austria and using all appropriate means to identify, technically manage, eliminate and prevent the fraud or abuse as soon as practicable. Additional information about these procedures is available upon request; and
- Meeting its obligations as a public communications network operator under, and complying with, all applicable laws, regulations and rules applicable to its obligations under the Agreement.

In the event of a request for specific services or facilities, Drei Austria reserves the right to require payments from the Access Seeker to recover the costs of the investments undertaken specifically to provide such services or facilities to the Access Seeker.

9. Use of Services

The Access Seeker undertakes the following:

- not to resell Roaming Services to businesses or other entities which are not end users of Roaming Services;
- to ensure that the Services are not used for commercial SMS termination via Drei Austria SMS-C and that no SPAM or commercial SMS are sent across the Drei Austria SMS-C by using this facility. If commercial SMS termination is required, a separate agreement will be concluded for this service;
- to only connect approved USIM cards;
- to only procure approved devices;
- to take all reasonable steps to maintain the quality of the Drei systems, interfaces and the Drei roaming partners' networks;
- not to use the Services or allow any customer or other third party to use such Services for any immoral, obscene, harmful, offensive or unlawful purpose;
- not to make any disparaging remarks about the Services or the Drei network/systems or mislead or make any false statements or representations in respect of the Services or the Drei network/systems;
- not to provide the Roaming Services under the Drei Austria marks;
- to comply with all directions issued by Drei Austria which are reasonably necessary to assist it in complying with any regulatory requirement; and
- not to seek to sell Services to any customer whose residence or place of business is outside the EU/EEA.

10. Suspension and termination of service

Notwithstanding anything in the Agreement to the contrary, Drei Austria may without liability suspend or terminate all or any of its Services to the Access Seeker's Roaming Customer(s) in circumstances where it may suspend or terminate those Services to its own customers, including but not limited to:

- Roaming Customers using equipment which is defective or illegal; or
- Roaming Customers causing any technical or other problems on Drei Austria's Public Mobile Network systems, interfaces or on Drei Austria's roaming partner's network; or
- suspected fraudulent or unauthorised use; or
- authentication of the legal relationship not being possible; or
- maintenance or enhancement of its Public Mobile Network systems, interfaces; or
- non-establishment and/or denial to update/renew the bank guarantee within the specified term in case it is requested after the commercial start of the agreement; or
- Suspension for nonpayment in excess of 3 months.

11. Termination of the agreement

The Agreement may be terminated as follows:

- by mutual agreement of the Parties; or

- 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;
- 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;
- by written notice of either Party to the other in the event that international roaming becomes technically or commercially impracticable on Drei Austria's roaming partners' networks and the suspension of service provisions in the Agreement are insufficient 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
- 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.

12. Modifications to the Reference Offer

This Reference Offer (including regulated charges) will be amended from time to time and at a minimum on an annual basis. Drei Austria has the right to amend this Reference Offer and publish a revised Reference Offer at any time. From the date of publication of a revised version of this Reference Offer, all access requests will be governed by such revised version.

For further information on this reference offer please contact: [**international.roaming@drei.com**](mailto:international.roaming@drei.com)