

## **Direct Wholesale Roaming Access Agreement/Wholesale Roaming Resale Agreement**

**Between**

**O2 Slovakia, s.r.o.,**

Having its registered address:

Pribinova 40

811 09 Bratislava

Slovak Republic

.....  
(Hereinafter referred to as "O2 SK")

And

**<Direct Wholesale Roaming Access Seeker>,**

having its registered address:

.....  
(Hereinafter referred to as "B")

O2 SK and Party B hereinafter jointly referred to as "Parties" and individually as "Party"

## 1 Introduction

- 1.1 The Annexes, including the Overview of the Annex Structure, constitute an integral part of the Agreement. In case of discrepancy between different parts of the Agreement the following order of interpretation shall be applied:
  - 1.1.1 The main body of this Agreement and
  - 1.1.2 The Annexes
- 1.2 In case of additional requirements, exceptions and/or contradictions between the Agreement and any Technical Specifications or GSM Association Permanent Reference Documents, the provisions of the Agreement shall prevail.
- 1.3 Subject to applicable laws, the Parties agree to be bound by GSMA Permanent Reference documents relevant to International Roaming.
- 1.4 The Parties agree that the sole purpose of the Agreement is the provision of international roaming access to customers of <B> on O2 SK's mobile network. The Parties acknowledge that the wholesale roaming access as provided to <B> under this Agreement is solely intended to enable Roaming Customers of <B> to use mobile communication services while temporarily travelling in O2 SK's licensed area. The wholesale roaming access as set forth under this Agreement is not intended to substitute domestic wholesale offerings for the provision of domestic services on O2 SK's network.
- 1.5 Any use of wholesale roaming access for purposes other than provision of roaming services to <B>'s Roaming Customers while they are periodically travelling as described in 1.5 - such as but not limited to permanent or predominant usage in O2 SK's home country - is not part of this Agreement. This Agreement has provisions to prevent permanent roaming or anomalous or abusive use of wholesale roaming access.
- 1.6 The Parties acknowledge that the Clauses 1.5 and 1.6 are material to the Agreement. Any breach of these Clauses shall be deemed to constitute negligence under Clause 15 – Liability of the Parties, and accordingly the non-defaulting Party reserves the right to claim damages as set out in that Clause. Such breach shall additionally be deemed an event of permanent, anomalous and abusive usage of wholesale roaming access and the non-defaulting Party reserved the right to take necessary measures accordingly pursuant to applicable legislation.

## 2 Starting Date

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

## 3 Definitions

For the purpose of the Agreement the following terms shall have the meanings set forth in their respective definitions below, unless a different meaning is called for in the context of another provision in the Agreement:

- 3.1 "**Affiliated Company**" of a Party means any other legal entity:

- 3.1.1 directly or indirectly owning or controlling the Party, or
- 3.1.2 under the direct or indirect ownership or control of the same legal entity directly or indirectly owning or controlling the Party, or
- 3.1.3 directly or indirectly owned or controlled by the Party,

for so long as such ownership or control lasts.

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

- 3.2 **“Anomalous or Abusive Use”** shall mean any use of wholesale roaming access that is contrary to the purpose of this Agreement. For example, where significant volumes are generated from a number of SIM cards that are sold to persons not effectively residing or having stable links in the Member State of <B> for other purposes than periodic travel.
- 3.3 **“Anti-Bribery Laws”** shall mean each case to the extent that they are applicable to any Party, a Controlling person, any member of the Group or any other Affiliate (as the case may be):
  - (i) the UK Bribery Act 2010;
  - (ii) the U.S. Foreign Corrupt Practices Act of 1977 (as amended);
  - (iii) any applicable law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed on 17 December 1997; and
  - (iv) any other applicable law, rule or regulation of a similar purpose and scope in any jurisdiction, including those governing offenses against books and records relating directly or indirectly to a bribe.
- 3.4 **“Agreement”** shall mean this Wholesale Roaming Access Agreement together with the Annexes attached hereto.
- 3.5 **“Control”** shall mean, in relation to any entity, the right or power of any ultimate controlling person to control or direct, directly or indirectly, whether by contract, the affairs of the relevant entity, ownership of an equity interest or otherwise, including without limitation,
  - (i) the power to direct the policies, affairs or management of the relevant entity,
  - (ii) the power to control the composition of any board of directors or governing body of the relevant entity,
  - (iii) holding (directly or indirectly) of ownership of more than fifty percent (50%) of issued shares of the relevant entity,
  - (iv) holding of more than fifty percent (50%) of voting rights attached to the issued shares or other securities of the relevant entity,
- 3.6 **“Date of the Agreement”** shall mean the date as of which both Parties have signed the Agreement by their duly authorized representatives.

- 3.7 **"Direct Wholesale Roaming Access"** means the making available of facilities and/or services by a mobile network operator to another undertaking, for the purpose of that other undertaking providing roaming services to roaming customers;
- 3.8 **"Direct Wholesale Roaming Access"** means the making available of facilities and/or services by a mobile network operator to another undertaking, under EU Roaming Regulation defined conditions, for the purpose of that other undertaking providing regulated roaming services to roaming customers.
- 3.9 **"GSM Association Permanent Reference Documents"** means a document noted as such by the GSMA and listed as such by the GSMA on the list of Permanent Reference Documents.
- 3.10 **"HPMN" (Home Public Mobile Network)** shall mean a Party who is providing mobile telecommunications services to its customers in a geographic area where it holds a license or has a right to establish and operate a Public Mobile Network.
- 3.11 **"International Roaming"** or **"IR"** shall mean the temporary provision of Services by O2 SK in respect of which access is granted to Roaming Customers of <B> resident in a geographical area outside the licensed area served through O2 SK's PMN.
- 3.12 **"Permanent Roaming"** shall mean a cumulative use of roaming Services by the same IMSI for 91 days (accumulated) or more per 4 months period on the network of O2 SK. 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 O2 SK's home country shall be established in order to provide domestic offerings.
- 3.13 **"Public Mobile Network"** or **"PMN"** shall mean a network that complies with the definition of a GSM network as set out in the Articles of Association of the GSM Association (AA.16).
- 3.14 **"RAEX IOT"** shall mean the Inter Operator Tariff information as specified by the GSM Association within Binding PRD BA.29 RAEX IOT Requirements.
- 3.15 **"RAEX Op Data"** shall mean operational data as specified by the GSM Association within Binding PRD BA.19 RAEX Op Data Requirements.
- 3.16 **"Resale"** shall mean making available of facilities and/or services by <B> to another undertaking under EU Roaming Regulation defined conditions, for the purpose of that undertaking providing regulated roaming services to roaming customers.
- 3.17 **"Restricted Person"** shall mean
- (i) a person, entity, enterprise, authority or other body (including a government entity) or
  - (ii) director, officer, agent, employee, Affiliate or other person associated with or acting on behalf of any such person, entity, enterprise, authority or other body (including a government entity), who or which is
    - a) placed on any Sanctions list or is becoming the subject of any Sanctions or is owned (by at least 20 % (twenty percent)) or Controlled by a person

- placed on any Sanctions list or who is becoming the subject of any Sanctions, or
- b) located or organized within, or doing business or operating from, a Sanctioned territory, or
  - c) in violation of any applicable Sanctions.
- 3.18 "**Roaming Customer**" shall mean a person or entity resident in a geographical area outside the licensed area served through O2 SK's PMN with a valid legal relationship with <B> using a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) for use by that person or entity of the Services while temporarily roaming on O2 SK's PMN in accordance with the terms and conditions of this Agreement.
- 3.19 "**Roaming Provider**" means an undertaking that provides a Roaming Customer with regulated retail roaming services.
- 3.20 "**Sanctions**" shall mean any sanctions applied by the Slovak Republic, the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union<sup>1</sup>, Her Majesty's Treasury, the Foreign, Commonwealth and Development Office of the United Kingdom, the State Secretariat for Economic Affairs of Switzerland; or other relevant sanctions authority (including, without limitation in the European Union, the United States, the United Kingdom, the United Nations and Switzerland). "Sanctioned" and "Sanctioning" shall be construed accordingly.
- 3.21 "**Services**" shall mean the services as specified by O2 SK in Annex 8, which may be amended from time to time by O2 SK.
- 3.22 "**Session**" shall mean the time between PDP Context Activation until PDP Context deactivation.
- 3.23 "**TAP**" shall mean Transferred Account Procedure as defined and described in GSM Association Permanent Reference Documents.
- 3.24 "**BCE**" shall mean Billing & Charging Evolution as defined and described in GSM Association Permanent Reference Documents.

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<sup>1</sup> in particular, but not exclusively, the European Union's sanctions against Russia pursuant to Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect to actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, Council Decision 2014/145/CFSP of 17 March 2014 concerning restrictive measures in respect to actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, Council Regulation (EU) No 208/2014 of 5 March 2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine, Council Decision 2014/119/CFSP of 5 March 2014 concerning restrictive measures directed against certain persons, entities and bodies in view of the situation in Ukraine, Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, Council Decision 2014/512/CFSP of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, Council Regulation (EU) No 692/2014 of 23 June 2014 concerning restrictive measures in response to the illegal annexation of Crimea and Sevastopol, Council Decision 2014/386/CFSP of 23 June 2014 concerning restrictions on goods originating in Crimea or Sevastopol, in response to the illegal annexation of Crimea and Sevastopol, Council Regulation (EU) 2022/263 of 23 February 2022 concerning restrictive measures in response to the illegal recognition, occupation or annexation of certain non-government-controlled areas of Ukraine by the Russian Federation, Council Decision (CFSP) 2024/633 of 19 February 2024 amending Decision (CFSP) 2022/266 concerning restrictive measures in response to the illegal recognition, occupation or annexation of certain non-government-controlled areas of Ukraine by the Russian Federation.

- 3.25 **"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.
- 3.26 **"VPMN" (Visited Public Mobile Network)** shall mean a Party who allows Roaming Customers of an HPMN Operator to use its Public Mobile Network(s).
- 3.27 **"Wholesale Roaming Resale Access"** means the provision of roaming services on a wholesale basis by a mobile network operator different from the visited network operator to another undertaking for the purpose of that other undertaking providing regulated roaming services to roaming customers.

## 4 Annexes

- 4.1 The Annexes are divided as set out in the Overview of the Annex Structure.

## 5 Scope of the Agreement

- 5.1 In respect of and subject to their licenses or rights and other national binding regulations to establish and operate Public Mobile Networks or to offer services to the public, A agrees to offer Services and B agrees to pay for Services, subject to Article 5.2,5.2 in accordance with:
- 5.1.1 relevant Technical Specifications;
- 5.1.2 all binding GSM Association Permanent Reference Documents; and
- 5.1.3 those non-binding GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Annexes;
- including in each case all the commercial aspects, as defined in the Agreement, including the Annexes hereto.
- 5.2 Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents, as agreed between the Parties, are detailed in the Agreement and/or Annexes to the Agreement.
- 5.3 For the avoidance of doubt, there is no obligation on <B> to use the Services for IR offered by O2 SK.
- 5.4 **The Parties shall specify whether or not Resale is included in the Scope of the Agreement.**

## 6 Implementation of the Network and Services

- 6.1 The Services provided by O2 SK are defined in Annex 8 and may be amended from time to time by O2 SK. In addition:
- 6.1.1 the Services shall only be made available to individual Roaming Customers having valid legal relationships with <B>;
- 6.1.2 The availability of Services may depend on the availability of appropriate functionality; and

- 6.1.3 Roaming Customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other parties requesting the Services of O2 SK.
- 6.1.4 Services are provided based on the precondition that Roaming Customers are expected to have a usage pattern that does not differ substantially from other EU roaming customers on O2 SK's network.

## **7 Management of Modifications to the Services**

- 7.1 Following notice of change served by O2 SK to implement new Services or change existing Services in accordance with Article 15.2 both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services) and shall agree the necessary actions to be performed, including without limitation, in relation to:
  - 7.1.1 network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party;
  - 7.1.2 administrative activities; and
  - 7.1.3 the targeted starting date for the changed services.

## **8 Forecasting**

- 8.1 O2 SK is entitled to ask B and B must provide , prior to the launch, a forecast of all voice, SMS and data traffic for the 12 months after commercial launch and such a request may be made and must be replied to annually thereafter.

## **9 Charging, Billing & Accounting**

- 9.1 O2 SK is entitled to ask B and B must provide, prior to the commercial launch, a bank guarantee based on the traffic forecast for the coming twelve months. If traffic volumes change the roaming provider may require the bank guarantee to be changed accordingly.
- 9.2 When a Roaming Customer uses the Services made available hereunder by O2 SK, <B> shall be responsible for payment of charges for the said Services so used in accordance with the tariff of O2 SK stated in Annex 8.
- 9.3 <B> shall not be liable for the payment of charges for chargeable Services provided by O2 SK without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that <B> actually recovers all charges due in relation to the Roaming Customer. In the case of re-authentication malfunction, procedures are further detailed in Annex 5.2.
- 9.4 Implementation of exchange mechanisms for charging information
  - 9.4.1 The Parties shall implement exchange mechanisms for charging information in accordance with the GSM Association Permanent Reference Documents and the provisions set out in the Annex 3.1.
  - 9.4.2 All exchange mechanisms will be agreed in separate launch letter(s).

## 9.5 Billing and Accounting

- 9.5.1 The Parties shall implement billing and accounting according to the GSM Association Permanent Reference Documents and the provisions set out in Annex 3.2.

## 10 Customer Care

- 10.1 The responsibilities of each Party concerning Customer Care are described in Annex 4.

## 11 Confidentiality

- 11.1 The Parties agree that all aspects of the contents of the Agreement shall be treated as Information (as defined below) and no information in respect to the content of the Agreement shall be disclosed without the prior written consent of the Parties except as reasonably necessary to implement the Agreement
- 11.2 In addition to Article 11.1 hereof, the Parties hereby agree to treat all information exchanged between them (hereinafter referred to as "Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as provided in this Article 11. The Parties shall not use any Information other than in connection with the discussions between them and any transactions resulting therefrom, or for the provision of the Services as contemplated herein. The Parties are also entitled to disclose Information to third parties in the context of a possible bona fide acquisition or sale of its operations in support of reasonably related due diligence activities in respect thereof, or for the borrowing of funds or obtaining of insurance, in which case any third parties (including lenders or insurance companies) involved in such activities shall be obliged to enter into confidentiality agreements which have the equivalent content as this Article 11 before receiving the Information. In addition to the foregoing, the Parties shall also be entitled to share information with Affiliated Companies, directors, agents, professional advisers, contractors, employees or resellers on a need to know basis provided that such Affiliated Companies, agents, contractors, employees or resellers have entered into confidentiality agreements in a form substantially equivalent to and on terms and conditions no less stringent than the terms and conditions set out in this Article 11. Subject to Article 11 hereof, each Party shall be liable in accordance with Article 14 toward the other Party(ies) in respect of any unauthorized disclosure of Information made by any other authorized recipients.
- 11.3 Notwithstanding Article 14 each Party shall be liable under this Agreement to the other Party in respect of any proven damage or loss to the other Party caused by its unauthorised use or disclosure of such information only up to the sum of five hundred thousand (500,000) SDR.
- 11.4 Notwithstanding Article 11.1 above, Information and the contents of this Agreement may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority.
- 11.5 For the purposes of the Agreement, Information and the contents of this Agreement shall not be considered to be confidential if such Information is:
- 11.5.1 in or passed into the public domain other than by breach of this Article; or



- 11.5.2 known to a receiving Party prior to the disclosure by a disclosing Party; or
  - 11.5.3 disclosed to a receiving Party without restriction by a third party having the full right to disclose; or
  - 11.5.4 independently developed by a receiving Party to whom no disclosure of confidential Information relevant to such Information has been made.
- 11.6 Each Party agrees that in the event of a breach or threatened breach of Article 11, the harm suffered by the other Party would not be compensable by monetary damages alone and, accordingly, in addition to other available legal or equitable remedies, the other Party shall be entitled to apply for an injunction or specific performance with respect to such breach or threatened breach, without proof of actual damages (and without the requirement of posting a bond or other security) and each Party agrees not to plead sufficiency of damages as a defence.
- 11.7 Article 11 shall survive the termination of the Agreement for a period of ten (10) years but shall not in any way limit or restrict a disclosing Party's use of its own confidential Information.

## **12 Security and Data Privacy**

- 12.1 Each Party's obligations hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by the regulations and laws of its own country applicable to IR and/or data protection.
- 12.2 Party B shall inform its customers that during roaming, the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.
- 12.3 The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries.
- 12.4 The Parties confirm that they shall observe secrecy rules and maintain data secrecy when implementing the appropriate technical and organisational measures necessary for managing the risks posed to the security of networks and services and for ensuring confidentiality of communications and privacy according to the regulatory framework.

## **13 Fraud Prevention**

- 13.1 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 Annex 6.
- 13.2 Both Parties shall co-operate in good faith and understanding of their mutual interests in order to detect, prevent and/or eliminate fraudulent use of the Interworking Services, including but not limited to:
- 13.2.1 denial of service and/or distributed denial of service attacks;
  - 13.2.2 protocol vulnerabilities;
  - 13.2.3 address and/or identify spoofing;

13.2.4 theft of service;

13.2.5 rogue media;

13.2.6 session hijacking;

13.2.7 network intrusion.

13.3 Traffic originating from any third party network shall not be transmitted unless such traffic is explicitly covered by an interworking agreement.

## 14 Liability of the Parties

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

14.1.1 in respect of charges to be paid to O2 SK pursuant to Article 9;

14.1.2 to the extent of its negligence where such negligence results in proven damages or loss to the other Party, in which event the liability of the negligent Party shall be limited to and shall in no event exceed two hundred and fifty thousand (250,000) SDR in respect of any one incident or series of incidents arising from the same cause;

14.1.3 in respect of charges arising from non-compliance with binding GSM Association Permanent Reference Documents pursuant to Article 13.

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

14.3 In no event shall any employee of either Party or of an Affiliated Company be liable to the other Party for any act of negligence or intent under or in connection with the Agreement. Save for the limitations in Articles 14.1 and 14.2 nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.

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

## 15 Suspension of Services

15.1 Notwithstanding anything in the Agreement to the contrary, O2 SK may without liability suspend or terminate all or any of its Services to Roaming Customer(s) in circumstances where it would suspend or terminate those Services to its own customers, including but not limited to:

15.1.1 Roaming Customers using equipment which is defective or illegal; or

15.1.2 Roaming Customers causing any technical or other problems on O2 SK's Public Mobile Network; or

15.1.3 suspected fraudulent or unauthorised use; or

- 15.1.4 authentication of the legal relationship not being possible; or
  - 15.1.5 maintenance or enhancement of its Public Mobile Network or
  - 15.1.6 Suspension for non payment in excess of 3 months.
- 15.2 In case of a proposed suspension of Services to all Roaming Customers, O2 SK shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to <B> prior to the suspension taking effect. If the suspension continues for more than six (6) months, <B> shall have the right to terminate the Agreement with immediate effect by written notice.
- 15.3 Notwithstanding the provisions of Article 5.3, <B> has the right at any time, for technical reasons, without liability but upon detailed written notice to O2 SK, to suspend access to the Services to its Roaming Customers. Alternatively, if in the opinion of O2 SK it is technically more practicable <B> may request that O2 SK suspend all of its Services to Roaming Customers of <B>. O2 SK shall use commercially reasonable efforts to comply with such requirement within seven (7) calendar days after receipt of the said notice.
- 15.4 The Parties agree that the suspension shall be removed as soon as the technical reason for the suspension has been overcome by O2 SK or <B> as the case may be.
- 15.5 In case of any use of wholesale roaming access that is not in accordance with this Agreement – such as but not limited to permanent or predominant usage in O2 SK's home country, O2 SK may without liability forthwith suspend all or any of its Services to Roaming Customer(s). If <B> does not provide written proof that the reasons leading to the suspension have been remedied within a period of 4 weeks after being notified by O2 SK of said reasons, O2 SK shall have the right to terminate the Agreement with immediate effect by written notice.

## 16 Permanent Roaming and Anomalous or Abusive Use

- 16.1 Where O2 SK, according to objective indicators, has the suspicion that Permanent Roaming and/or Anomalous or Abusive Use is taking place O2 SK may request <B> to provide information (such as but not limited to IMSIs and volume). This information helps to establish if <B's> customers are in a situation of Permanent Roaming and/or Anomalous or Abusive Use on the network of O2 SK. Upon O2 SK's request <B> shall provide the respective information within 4 (four) calendar weeks.
- 16.2 The provision of this information is without prejudice to national data protection requirements,
- 16.3 In case <B> fails to provide any or sufficient information in due time, Permanent Roaming and/or Anomalous or Abusive Use is deemed to be established.
- 16.4 Where O2 SK has established that Permanent Roaming and/or Anomalous or Abusive Use of <B's> customers is taking place or such situation is deemed to be established, O2 SK may notify <B> respectively and may request <B> to cease such Permanent Roaming and/or Anomalous or Abusive Use within 14 (fourteen) days..

- 16.5 Where <B> does not cease Permanent Roaming O2 SK may apply wholesale charges related to the traffic for the faulty/abusive Roaming Customer, upon notification of <B>.
- 16.6 Where <B> does not cease Anomalous or Abusive Use, O2 SK may without liability suspend all or any of its Services to the abusive <B's> Roaming Customer(s) until receipt of a written confirmation of <B> to cease such Anomalous or Abusive Use. O2 SK may also without liability suspend all or any of its Services to <B's> Roaming Customer(s) where measures listed above are not deemed appropriate or sufficient.
- 16.7 If <B> does not provide written proof to O2 SK within a period of eight [8] calendar weeks after the start of the notification that the reasons leading to the Permanent Roaming by a significant share of the Roaming Customers have been remedied, O2 SK shall have the right to terminate the Agreement. Termination of the agreement will be by written notice and follow prior authorisation of the national regulatory authority.

## 17 Force Majeure

- 17.1 Non-performance of either Party's obligations pursuant to the Agreement or delay in performing same (except with respect to the payment of charges applicable hereunder) shall not constitute a breach of the Agreement if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or the imposition or administration of any applicable and mandatory Export Control Laws and/or Sanctions (as defined in Article 21.8 below), or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than six (6) months, either Party shall have the right to terminate the Agreement with immediate effect by written notice. This right of termination is without limitation to the right of a Party to immediately terminate this Agreement in the event the other Party does not comply with Article 21.8 (Export Control Law and Sanctions compliance). The terminating Party will duly inform the other Party of the applicable sanction.
- 17.2 If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in Article 15.1 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.

## 18 Duration of the Agreement

- 18.1 The Agreement comes into force on the Date of the Agreement and subject to the conditions of Articles 15, 17.1 and 19 shall remain in force unless terminated by one of the Parties in writing subject to a period of notice of six (6) months.

## 19 Termination of the Agreement

- 19.1 In addition to the conditions of Articles 15, 17.1 and 18 the Agreement may be terminated as follows:
- 19.1.1 by mutual agreement of the Parties; or
  - 19.1.2 by one of the Parties, with immediate effect, when the other Party is in material breach of the Agreement and does not or is not capable of remedying such breach within sixty (60) days of receipt of a written notice to such effect;
  - 19.1.3 by one of the Parties, with immediate effect, if the other Party becomes bankrupt or insolvent or if that other Party enters into any composition or arrangement with its creditors and that other Party is not able to ensure performance of its obligations under the Agreement by a guarantee from a first class bank, payable on first written demand;
  - 19.1.4 by written notice of either Party to the other in the event that IR becomes technically or commercially impracticable on O2 SK's Public Mobile Network and the provisions set out in Article 15 are not sufficient to solve the problem or if an unacceptable level of unauthorized use occurs and the other Party is not capable of remedying such unauthorized use within sixty (60) days of receipt of a written notice to such effect; or
  - 19.1.5 subject to Article 21.1 immediately in the event a final order by the relevant governmental authority revoking or denying renewal of the license(s) or permission to operate a Public Mobile Network(s) granted to either Party, or any other license necessary to operate the Service(s), takes effect.
- 19.2 In the event of termination on the grounds of a breach of the Agreement under the Article 19.1.2, the Party in breach shall, notwithstanding Article 14.2, be liable to the other Party (in addition to charges properly due and payable to O2 SK) for proven direct damage or loss (excluding indirect or consequential damage or loss) arising as a consequence of such breach up to a maximum aggregate liability of two hundred and fifty thousand (250,000) SDR, provided, however, that such limitation of liability shall not apply if a damage or loss is caused by a Party's wilful misconduct or gross negligence.

## **20 Changes to the Agreement, Annexes and Addenda**

- 20.1 Any amendments and/or additions to the Agreement and/or Annexes and/or Addenda shall be valid only if made in writing and signed or e-signed by duly authorized representatives of both Parties hereto.
- 20.2 Notwithstanding Article 20.1 O2 SK shall be entitled to:
- 20.2.1 implement new Services or change existing Services as it sees fit subject to the successful completion of all network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party. O2 SK shall give <B> at least thirty (30) days' prior written notice of any implementation of Services for the first time. O2 SK also agrees to use its reasonable efforts to give the other Party at least thirty (30) days prior written notice of any other proposed implementation of new Services or

change of existing Services which is a major change which has an impact on IR;

20.2.2 terminate all or any existing Services offered by or to a roaming partner as it sees fit. O2 SK agrees to use its reasonable efforts to give <B> at least sixty (60) days prior written notice of any termination of existing Services which is a major change which has an impact on IR; or

20.2.3 vary its tariff stated in the Annex 8 or subsequent variation thereof.

20.3 The references to Technical Specifications and binding GSM Association Permanent Reference Documents in Article 5.1 (1) and (2) shall be deemed to include references to these documents as amended by GSM Association from time to time. However the reference to non-binding GSM Association Permanent Reference Documents in Article 5.1 (3) shall not be deemed to include a reference to such non-binding documents as amended by GSM Association from time to time unless and to the extent that this is expressly agreed by the Parties and detailed in the Agreement, including the Annexes. This Article 20.2(3) shall be subject to Article 5.2.

20.4 It is also recognised by the Parties that it may be appropriate to seek changes to the Agreement in the light of experience and development in the GSM Association and the establishment of IR between the Parties. Accordingly, the Parties shall enter into good faith discussions with a view to agreeing mutually acceptable modifications to the Agreement.

## 21 Miscellaneous

### 21.1 Successors and Assigns

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

### 21.2 Headings

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

### 21.3 No waiver

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

### 21.4 Provisions severable

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

#### 21.5 Notices

All notices, information and communications required under the Agreement shall be given as described in Annex 1: Agreement Management Principles.

#### 21.6 Compliance with Laws and Regulatory requirements

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

#### 21.7 Anti-bribery compliance

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

#### 21.8 Export Control Laws and Sanctions Compliance

The Parties shall, in carrying out their obligations in relation to the Agreement, comply with all applicable export control laws and regulations ("Export Control Laws") and all applicable economic, trade and financial sanctions laws, regulations, and embargoes or restrictive measures ("Sanctions") administered in both cases enacted or enforced by the governments of any relevant country.

#### 21.9 **Corporate Compliance Programme**

O2 SK has adopted and complies with the internal corporate compliance programme, which is designed in such a manner that activities of O2 SK comply with applicable legal regulations, rules of ethics, morals, and which includes measures the objective of which is to prevent and detect breaches of mentioned regulations and rules (the Corporate Compliance Programme).

Party B (and any individual or legal entity that cooperates with it and that is used for the fulfilment of obligations from this Agreement or in relation to its conclusion and performance, i.e. staff members, representatives, or external collaborators) observes and complies with applicable legal regulations, fundamental moral and ethical principles. Party B rejects any tortious acts and refrains from them. Party B declares, to the best of its knowledge and belief, that neither it nor any of its staff members, representatives, or external collaborators had breached applicable law and regulations in relation to the conclusion of this Agreement. Party B declares that its activities are legal, and all its funds originate from legal sources only.

Party B confirms that it has read the document "Business Principles" (in slovak: "*Zásady podnikania*") issued by O2 SK, which are part of the Corporate

Compliance Programme and are available at <https://spolocnost.o2.sk/zodpovedny-pristup>.

If Party B has an internal regulation similar to the "Business Principles" issued by O2 SK, Party B declares this internal regulation of Party B is an internal regulation which it has bindingly complied with and will comply with in connection with this Agreement.

Party B is obliged to take all reasonable measures and use its best efforts to prevent itself or any of its staff members, representatives, or external collaborators from any infringement of applicable law and regulations committed in relation to the subject matter of this Agreement.

Irrespective of the subject matter of this Agreement, Party B declares that it takes and shall take all reasonable measures and uses and shall use its best efforts to avoid any act or situation within its operation or in its favour which could threaten or damage its reputation in a manner that could result in negative consequences for its counterparties' reputation.

If Party B acts for O2 SK or on its behalf, Party B will demonstrate that it complies with principles stated.

#### **21.10 Anti-bribery, improper payments and sanctions**

21.10.1 Each Party undertakes that neither it nor any of its Affiliates shall, for itself or on its own behalf, directly or indirectly:

- (a) breach or contravene any Sanctions; or
- (b) become a Restricted Person;
- (c) directly or indirectly use any proceeds derived from or obtained in connection with the Affiliate, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person:
  - (i) in order to, or for the purpose of, financing any activities or business of or with any Restricted Person, or in any Sanctioned territory; or
  - (ii) in violation of Sanctions by any person;
- (d) make any contributions, loans or investments directly or indirectly from any activity or transaction with a Restricted Person or which would otherwise cause any party to be in breach of any Sanctions.

21.10.2 Each Party undertakes to the other Party that neither it nor any of its Affiliates, shall, for itself or on its own behalf, directly or indirectly:



- (e) breach or contravene any Anti-Bribery Laws or any applicable anti-money laundering law, rule or regulation and will not commit offenses against books and records relating directly or indirectly to a bribe;
- (f) without limiting the generality of paragraph (a) above, directly or indirectly:
  - (i) offer, promise, or give a financial or other advantage to another person with the intention of inducing or rewarding improper performance of a relevant function or activity, or where acceptance of the advantage itself constitutes such impropriety; or
  - (ii) request, agree to, or accept a financial or other advantage, and in consequence intend to induce improper performance, or where a request, agreement, or acceptance of an advantage itself amounts to improper performance, or where the advantage is paid as a reward for, or in anticipation of or as a consequence of, the improper performance; or
  - (iii) offer, promise, or give a financial or other advantage to a public official (an "Official") or another person with intent to influence the Official in his official capacity and to obtain or retain business, or a business advantage, including, without limitation, making or receiving any bribe, rebate, pay off, influence payment, kick back or other contribution or gift contrary to Anti-Bribery Laws; or
  - (iv) fail to prevent bribery by an Affiliate in order to obtain or retain business or a business advantage.

21.10.3 Each Party undertakes that it will:

- (g) give notice in writing to other Party of any breach of Clauses 21.10.1 or 21.10.2 above as soon as it becomes aware of such breach (except for in circumstances where it has been told of the breach by the other Party); and
- (h) provide the other Party with relevant documents in the case that the actions to be performed by any Party require prior authorization from the competent sanctions' authority due to the Sanctions.

21.10.4 Each Party undertakes that it will implement or procure the implementation, without unreasonable delay, of any corrective measure reasonably requested by the other Party to remedy any breach of Clauses 21.10.1 or 21.10.2, or to prevent similar future breaches of those Clauses.

21.10.5 In the event the Party becomes a Restricted Person at any time, such a situation is considered a "material breach" of the Agreement, and the other Party shall be entitled to (i) reject to receive and/or accept any performance (deliverables) provided by the Party, which became a

Restricted Person, and (ii) refuse to provide any performance to the Party, which became a Restricted Person, for as long as the Party remains a Restricted Person (e.g. the Party shall not be obliged to pay for any deliverables, irrespective whether or not it has provided consideration).

### 21.11 Supplier Code of Conduct

Party B (and its employees, representatives, or external collaborators) shall observe and comply with applicable legal regulations, including international treaties, fundamental moral and ethical principles, in particular without limitation those reflected in the Supplier Code of Conduct of O2 SK available at <https://spolocnost.o2.sk/zodpovedny-pristup>.

### 21.12 Emergency communication

<B> has access, free of charge, to emergency services through emergency communications to the most appropriate PSAP, to enable its customer to have access, free of charge, to emergency services.

Emergency Services	Identifier
European emergency telephone number	112
Fire brigade service	150
Sanitary/Ambulance Emergency	155
Police service	158

### 21.13 Cell broadcast

*Not supported yet.*

### 21.14 Counterparts

The Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument. A counterpart signature page of the Agreement executed by a Party and the execution version of the contract transmitted electronically in Portable Document Format (PDF) shall be treated as an original, fully binding and with legal force and effect. The Parties waive any rights they may have to object to such treatment.

## 22 Choice of Law

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

## 23 Dispute Resolution & Arbitration

- 23.1 The Parties agree to seek to resolve any dispute arising out of the Agreement in accordance with the following escalation procedures before commencing the arbitration procedures described below.
- 23.1.1 The Contact Persons of both Parties shall work in good faith to try to resolve the dispute within thirty days from the date that a Party first gives notice that a dispute has occurred.
- 23.1.2 If the Contact Persons fail to reach an agreement on the dispute within thirty days, the dispute shall be referred to more senior persons within the respective companies who shall try to resolve the dispute within a further thirty-day period. If no resolution is found each Party is entitled to commence the arbitration proceedings described below.
- 23.1.3 All disputes in connection with the Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules.
- 23.2 Where there is a challenge by one Party (the “Challenging Party”) to a change by the other Party of its reference offer the following procedure shall apply;
- 23.2.1 The Challenging Party shall receive notice of a change of the reference offer in accordance with the procedure outlined in Annex 1. Within 14 days from the date of the notice given in accordance with the procedure in Annex 1 the Challenging Party shall notify the other Party by email or fax and registered mail that it intends to lodge a challenge to the change of the reference offer and shall provide a reason to justify the challenge.
- 23.2.2 The Contact Persons of both Parties shall then have up until and including day 35 to try and resolve the dispute. If after day 35 no resolution is found the matter will be escalated to a more senior person in each organisation. Such person will then have a further 21 days to try and reach a settlement, that is up to and including day 56.
- 23.2.3 If after the expiration of day 56 the parties are still in dispute, then the Challenging Party must decide if it wishes to launch arbitration proceedings. The Challenging Party must inform the other Party in writing that it intends to initiate arbitration proceedings and must commence formal procedures with the International Chamber of Commerce in Zurich before the expiration of day 60.
- 23.2.4 Thereafter the dispute in connection with the change of the reference offer shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules.
- 23.2.5 Both Parties agree that the decision of the arbitrator shall not be treated as confidential by either Party.
- 23.3 The place of arbitration shall be Zurich, Switzerland and the proceedings shall be conducted in the English language.

23.4 The award shall be final and binding and the Parties hereby waive all means of recourse to the courts of any country except for the purpose of enforcement procedures.

## 24 Signatures

Place .....

Place .....

Date .....

Date .....

.....  
For O2 Slovakia, s.r.o

.....  
For <Operator B>

## 25 Overview of the Annex Structure

Annex number	Annex name
ANNEX 1	Agreement Management Principles
ANNEX 2	Services
ANNEX 3	Billing and Accounting
ANNEX 3.1	Information on Billing Data
ANNEX 3.2	Settlement Procedure
ANNEX 4	Customer Care Principles
ANNEX 5	Technical Aspects
ANNEX 5.1	Testing
ANNEX 5.2	Security
ANNEX 5.3	Information on Signalling Interconnection and / or IP Connectivity
ANNEX 6	Fraud Prevention Procedures
ANNEX 7	Roaming Service Level Agreement
ANNEX 8	Roaming Provider Services, Tariffs and other Information

## **ANNEX 1 AGREEMENT MANAGEMENT PRINCIPLES**

### **Notices**

All notices, information and communications required under this Agreement shall be given in writing and be in the English language and shall be sent either by mail, or preferably secure email to the addresses indicated in Annex 8:

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

### **Revision Procedure**

The right to amend or vary the terms of any Annex or Addenda is set out in this Agreement.

All updates to the Annexes shall be exchanged by mail, courier or or preferably secure email to the addresses indicated in Annex 8.

### **Effective Dates**

Each revision shall be clearly identified by its Revision date as agreed between the parties.

## **ANNEX 2 SERVICES**

The implementation of Services shall be in accordance with the Technical Specifications with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both Parties during the testing phase.

## **ANNEX 3 BILLING AND ACCOUNTING**

Billing and Accounting relating to International Roaming comes into effect as from the confirmed starting date of commercial roaming, as stated in the agreed Launch Letter.

### **ANNEX 3.1 INFORMATION ON BILLING DATA**

Information on billing that is not explicitly stated in ANNEX 3.1 is exchanged on TAP and/or BCE reports.

#### **ANNEX 3.1.1 INFORMATION ON TAP**

The implementation of the TAP necessary to provide Services shall be in accordance with the GSM Association Permanent Reference Documents.

##### **Data Exchange Procedure**

Interchange of TAP records shall be performed by Electronic Data Interchange (EDI).

- Transfer shall be within the standard timescale and the standard frequency as defined in the GSM Association Permanent Reference Documents.
- For the time being the transfer schedules for O2 SK shall be as follows: daily
- Any changes in the exchange frequency shall be agreed before implementation.
- When no charging data are available Notification files will be sent.

EDI Address as well as Contact Points for enquiries and complaints are defined in ANNEX 8.

##### **Fallback Procedure**

In case of EDI failures or delays in EDI transfer the fallback procedure shall come into effect as specified in GSM Association Permanent Reference Documents.

Where there is a delay in the sending of the billing files, according to the agreed fallback procedure then the <B> shall be immediately advised.

The use of the fallback procedure does not change the liability as defined under Data Exchange Procedure above.

##### **Changes in the time schedules**

Any changes in the time schedules concerning the exchange of billing files shall be agreed before implementation.

##### **Data Clearing House**

In case of using Data Clearing House for data interchange, the responsibilities of Roaming Provider remain as they are defined by the GSM Association and in GSM Association Permanent Reference Documents.

## **ANNEX 3.2 SETTLEMENT PROCEDURE**

The Settlement Procedure in this ANNEX 3.2 applies to financial transactions involving roaming traffic from start of the traffic period commencing by the <commercial start letter of roaming> or <date>.

O2 SK shall prepare a monthly invoice for traffic 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. However, a single transfer covering a month end shall not be divided between two invoices. The invoice has to be sent by the 15th of the following month at latest. An invoice notification may be sent to <destination to be included here>.



O2 SK will issue as appropriate credit notes and correction invoices to compensate for agreed changes to or agreed errors in the basic inter PMN Operator invoices. The threshold amount for issuing the Credit Note by O2 SK to compensate <B> is <X> SDR. In any case, a Credit Note shall be issued at least once a year before the year-end if appropriate.

### **Direct Full Payment with Currency Conversion**

The invoice amount (and credit note amount if appropriate) must be paid separately by the debtor in the Local or Payment Currency of the creditor as calculated from the SDR amounts as indicated on the invoice and/or credit note

The conversion method from SDR into the currency of payment, is defined in PRD BA.11

Payment by <B> shall be made within 30 days from the date of the invoice with the later date.

If <B> does not pay the clearing balance by the due date for payment then O2 SK shall have the right to charge its normal interest rate on the overdue amount from the due date for payment until payment is made.

The normal interest rate for O2 SK is:

2% per month above 3-month EURIBOR base lending rate (from time to time in force).

Changes in time schedules concerning the exchange of invoices and settlement periods shall be fixed three months before implementation at the latest.

All enquiries and complaints concerning international invoicing shall be done through points of contact as defined in Annex 8.

<B> shall pay any Value Added Tax (VAT) or other similar tax in accordance with the laws of the O2 SK's country. The application of VAT is defined in Annex 8.

### **Bank Charges**

Where bank charges occur, any such expenses imposed by the debtors bank(s) including intermediate and correspondent banks used by the debtor to make the payment, shall be borne by the debtor

Expenses imposed by the creditors bank(s), including payment expenses imposed by intermediate and correspondent banks used for receipt of the payment by the creditor, shall be borne by the creditor.

In the case where the debtor pays in a different currency than agreed in the applicable annex or pays to the wrong bank account, the creditor has the right to request a credit from the debtor for the extra cost.

## **ANNEX 4 CUSTOMER CARE PRINCIPLES**

### **General**

A Roaming Customer should contact the Customer Care Services of his home contract partner (Customer Care Services of <B>) while roaming in the Public Mobile Network of O2 SK. This home Customer Care Services will provide the first point of contact but may refer the Roaming Customer to O2 SK's Customer Care Services if appropriate.

The Roaming Customer is free to contact O2 SK's Customer Care Services directly. However, the primary responsibility for customer care remains with <B>.

Each Party will ensure that there is, at least during office hours, an English speaking operator on duty, to whom a Roaming Customer can be referred.

Customer care contact numbers are defined in Annex 8

### **Roaming Information**

Changes in Emergency Service, Customer Service, Directory Enquiry numbers, and Tariffs shall be exchanged in accordance with the provisions of the Agreement.

<B> shall inform its own Roaming Customers about roaming in O2 SK's Public Mobile Network.

### **Public Mobile Network Faults**

In the event of a perceived Public Mobile Network fault a Roaming Customer should contact the home Customer Care Services while roaming in the Public Mobile Network of O2 SK. The home Customer Care Services will provide the first point of contact but may refer the Roaming Customer to O2 SK's Customer Care Services if appropriate.

In the event that the Customer Care Services of one Party has a query concerning potential faults of the other Party's Public Mobile Network, then the Customer Care Services shall contact the contact point defined below.

In addition, it may be necessary that technical experts of one Party get into direct contact with the other Party's technical experts (e.g. to establish trouble shooting). In such cases additional contact points shall be provided. These contact points are defined in Annex 8.

Frequently arising faults in the Public Mobile Network or Services of O2 SK experienced by Roaming Customers and indicated to <B> shall be reported to the other Party's contact point.

### **Lost/Stolen SIM and/or USIM-Cards**

In the event that a SIM and/or USIM-card is lost or stolen, the Roaming Customer shall be asked to contact his home Customer Care Services. If the Roaming Customer contacts O2 SK's Customer Care Services, O2 SK's Customer Care Services will provide the Roaming Customer with the contact number of his home Customer Care Services.

### **Lost/stolen or Faulty Mobile Equipment**

In the event that mobile equipment is lost, stolen, or faulty, the Roaming Customer shall be asked to contact his home Customer Care Services. If the Roaming Customer contacts O2 SK's Customer Care Services he will be referred to his home Customer Care Services.

### **Billing Enquiries**

In the event that a Roaming Customer has an enquiry relating to the amount billed during roaming, the Roaming Customer shall resolve this query with his home Customer Care Services. Any contact with O2 SK will be achieved through his home Customer Care Services.

## ANNEX 5 TECHNICAL ASPECTS

Technical aspects concerning both the pre-commercial and commercial phases of International Roaming are dealt with in the Annexes to follow.

### ANNEX 5.1 TESTING

#### Certification of testing

O2 SK shall send Completion Certificates confirming the successful execution of IREG & TADIG tests which includes testing of the TAP procedures according to the Test Specifications of GSM Association Permanent Reference Documents.

#### Testing of Service availability

O2 SK agrees to perform relevant tests of service availability, according to the IREG and TADIG Test Specifications, every time a major change which has an impact on International.

#### Testing SIM and/or USIM-Cards

##### General

<B> will make the bilaterally agreed number of test SIM and/or USIM-cards available to O2 SK under the following conditions:

- Send test SIM and/or USIM-card(s) as agreed bilaterally in a written notice without any activation fee or any subscription fee. <B> will be treated as a Roaming Customer of the Wholesale Roaming Access Provider.
- All necessary information concerning the SIM and/or USIM-card(s), i.e. IMSI, MSISDN, PIN, PUK, shall be forwarded to O2 SK as well.
- The SIM and/or USIM-card(s) remain in the property of the Wholesale Roaming Access Provider.
- The test SIM and/or USIM-card(s) shall only be used in O2 SK's Public Mobile Network for the purpose of testing of International Roaming functions.
- TAP-data for traffic generated by these test SIM and/or USIM-card(s) shall be included in the normal billing and accounting procedures and thereby also invoiced by O2 SK.

None of the above shall be construed to allow reselling the SIM and/or USIM-card(s) or in any other way forward the SIM and/or USIM-card on conditions that could be negative for the Wholesale Roaming Access Provider.

#### Tests before the commercial start of roaming services (pre-commercial roaming phase)

As a general principle, it is agreed that O2 SK using test-SIM and/or USIM-card(s) will not receive a payable bill from the issuing <B> for the test traffic generated made in the Public Mobile Network under test. TAP-data, BCE Reports and bills will only be sent for test purposes.

Unless otherwise agreed, it is the sole responsibility of O2 SK to block Roaming Customers of <B> during the pre-commercial phase and in no case the <B> has to bear the costs incurred by its customers roaming in O2 SK's Public Mobile Network.

#### Tests during the commercial roaming phase

As a general principle it is agreed that during the commercial roaming phase the usage of these SIM and/or USIM-card(s) is fully chargeable for traffic charges. The <B> shall therefore have the right to send a (single) bill to O2 SK for the traffic generated by the exchanged SIM and/or USIM-card(s), however, only if the amount exceeds the bilaterally agreed non chargeable value. The amount charged is only the amount exceeding the non chargeable value calculated on a monthly basis. The non chargeable monthly value <per test SIM/for the total of test SIMs is .....<currency >

The tariff used will be either the Tariff of O2 SK or the Direct Wholesale Roaming Access Seeker retail tariff. In case the retail tariff is used, the <B> will attach an itemised bill to the

invoice for control purposes. The payment shall be done according to the provisions set out in Annex 3.2.

### **Traffic generated outside O2 SK during pre-commercial or commercial roaming phase**

All costs occurring for traffic generated with test SIM and/or USIM cards issued to O2 SK outside O2 SKs network will be charged by the <B>.

The tariff used will be the <B> retail tariff. The <B> will attach an itemised bill to the invoice for control purposes. The payment shall be done according to the provisions set out in Annex 3.2.

Using best endeavours, the <B> will inform O2 SK and bar the test SIM and/or USIM card(s) being used outside O2 SKs Network.

O2 SK is fully liable for all traffic costs as detailed above, damages and costs (as limited by this agreement) incurred by misuse of test SIM and/or USIM cards outside O2 SK for the first 180 calendar days or until it is informed by the <B>, whichever is the smaller:

### **Lost or stolen test SIM and/or USIM cards**

In the event that O2 SK determines it is no longer in possession of the <B> Test SIM and/or USIM cards, O2 SK must immediately notify the <B> in written form and request that the missing card(s) be deactivated. Once sufficient notification has been delivered to the <B>, the liability of O2 SK ceases for all further usage on the missing cards(s) which occurs beyond the date of notification. However, the burden is on O2 SK to provide sufficient proof that adequate notification was given to the <B>.

## **ANNEX 5.2 SECURITY**

Security functions of the individual Parties are specified in here and any other PRD documents.

### **Authentication**

The Parties agree to implement Customer Identity Authentication for Roamers on their network. The purpose and mechanism for authentication are described in 3GPP TS 42.009, 3GPP TS 43.020 and in GSMA PRD SG.15.

The Parties agree that authentication shall be performed as specified below:

- For Roaming Customers (at the commencement of GSM service or 3G service or 4G Service) at every occasion of:-
- Network access using IMSI
- Location updating involving VLR change
- Network access for at least 1 in 6 mobile originated and terminated call set-ups (incl. SMS) for O2 SK.
- Supplementary service operation outside call
- Cipher key sequence number mismatch

If packet services are supported, authentication is also to be performed at every occasion of:

- Network attach
  - Routing/tracking area updating involving S-GW/SGSN and MME change
  - PDP context activation/EPS bearer activation
  - P-TIMSI (P- Temporary IMSI)/GUTI signature mismatch, if P-TMSI signature is used (where applicable)
  - P-TMSI signature not inserted in a Attach Request or Routing Area Update Request
- Security data sets (triplets, quintuplets etc.) provided by the HPMN to the VPMN to authenticate its roaming customers shall be used only once by the VPMN. If the VPMN has used all security data sets and it is not possible to get new ones from the HPMN, then the Parties agree that calls are not permitted and that the HPMN will not receive any charges related to those calls which were not permitted.

### **Authentication during a malfunction of the network**

The Parties agree that if a mobile station (MS) is registered and has been successfully authenticated, whether active or not active on a call, calls are permitted (including continuation and handover) and the Direct Wholesale Roaming Access Seeker will receive the charge.

If an MS attempts to register or re-register and cannot be successfully authenticated due to the network malfunction, calls are not permitted.

If an MS has already been registered on the network, and has already been authenticated, and cannot be successfully re-authenticated due to network malfunction (e.g. the <B> was not able to provide authentication pairs RAND, SRES), the Parties agree that calls are not permitted and that the <B> will not receive any charges.

### **ANNEX 5.3 INFORMATION ON SIGNALLING INTERCONNECTION AND/OR IP CONNECTIVITY**

The implementation of the Signalling Protocols and/or Inter-PLMN backbone (as defined in NG 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 IREG testing procedures and NG PRDs.

Each Party agrees 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.

## **ANNEX 6 FRAUD PREVENTION PROCEDURES**

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

## **ANNEX 7 Roaming Service Level Agreement**

### **Roaming Service Level Agreements (RSLA) and Quality of Service**

Details, parameters and guidance for establishing Roaming Service Level Agreements (RSLA) can be found in GSMA PRD BA.51.

O2 SK shall, under the same technical terms and conditions, offer the agreed services to <B> as it offers to its own customers. The availability of services may depend on the availability of appropriate functionality enabling roaming. Roaming Customers of <B>, during roaming, shall experience the same conditions of the services as experienced by the customers of O2 SK in their home network or other Wholesale Roaming Access Seekers or mobile network operators.

O2 SK commits to treat <B> in a non-discriminatory way and <B's> end-customers will receive the same services according to the best effort principle as O2 SK offers to other wholesale partners and its own customers.

Available services, technologies and frequencies are listed in O2 SK's IR.21 and Op Data documents.

Estimated maximum and advertised (i.e. speed that can be realistically delivered to end-users) download and upload speeds per available technology for O2 SK retail roaming customers can be found at <https://spolocnost.o2.sk/spolocnost>.

## **ANNEX 8 Contact Details for Roaming Provider Services, Tariffs and other Information**

RAEX will be used for the notification of relevant Operational Data, Tariffs & Network Information.