



Vodafone Portugal – Comunicações Pessoais, S.A.

Wholesale Roaming Resale Access Reference Offer

Recital	<p>A. Vodafone Portugal – Comunicações Pessoais, S.A. (hereinafter “Vodafone”) is an electronic communications’ operator which offers, amongst other services, wholesale roaming resale access services to third parties for resale to their own customers.</p> <p>B. The Company is an undertaking entitled, under the law of its member-state, to provide roaming services to roaming customers (hereinafter “Access Seeker”) and wishes to provide a branded mobile communications service to its customers.</p> <p>C. Vodafone may provide the Access Seeker with mobile network services for resale to the Access Seeker's customers under the Access Seeker's brand subject to the terms and conditions set out in this Reference Offer.</p>
Term	<p>Vodafone will provide its services for an initial period of 12 months, subject to Re-negotiation each 12 months.</p>
Fees	<ol style="list-style-type: none">1. Vodafone will provide the services referred to in Annex 1 of this Reference Offer, at the prices regulated in art. 7 and 9 of EU Regulation N. 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications within networks within the Union (the EU Regulation).2. In the event the Access Seeker does not have in place the necessary systems for a proper interface with the existing Vodafone roaming systems and services, namely, resale of termination of incoming voice calls and outgoing SMS messages and other functions or services that can practically or economically be provided by Vodafone, Vodafone may provide such other services and which are not included in Annex 1, subject to fair and reasonable charges or in accordance with normal commercial practice (as the case may be) and dependant on the Access Seekers’ needs and type of business required3. If applicable, financial security means may be defined between the Parties to cover any potential fraud issues.
Branding and Virtual Services	<ol style="list-style-type: none">1. The Access Seeker shall only be entitled to resell the Services to Customers through the provision of the Virtual Services. The Virtual Services may only be branded and/ or promoted under the Access Seeker's Marks.2. The grant of the licence in respect of the Vodafone Technology pursuant to Clause 10 and the other rights in relation to the use of the Services are personal to the Access Seeker. Accordingly, the Access Seeker shall indemnify Vodafone against all damages, costs, expenses or other liabilities incurred or suffered by Vodafone as a result of or in connection with the Access Seeker re-selling or otherwise providing the Vodafone Services on a wholesale basis to a third party. For the avoidance of doubt, the Access Seeker shall be entitled to use (and such indemnity shall not apply to the use of) third parties as dealers to act as agents for the promotion and supply of the Virtual Services provided that the Access Seeker remains the entity which contracts with Customers for the supply of the Virtual Services.



	<p>3. The Access Seeker shall not provide any third party with wholesale access to the Vodafone Network or its network assets or use the Service other than as expressly permitted under this Agreement or as otherwise expressly agreed by the Parties in writing.</p>
Customer Information and Data Protection	<p>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.</p> <p>2. The Access Seeker shall inform its Customers that the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.</p> <p>3. The Parties confirm that they shall comply with data protection and/or privacy regulations/laws applicable in their respective countries.</p>
Termination and Suspension	<p>1. Each party shall have the right to terminate this Agreement with immediate effect by written notice on or at any time after the happening of any of the following events:</p> <ul style="list-style-type: none">- The other party commits a material breach of this Agreement and has not remedied such breach within 60 days after a written notice specifying the breach and threatening termination in the event that it is not remedied;- The passing by the other party of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the other party (except for the purposes of a solvent amalgamation or reconstruction);- The making of an administration order in relation to the other party or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by a secured party of, any of its assets; or- The other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally. <p>2. Vodafone shall have the right to terminate this Agreement with immediate effect by written notice on or at any time after the happening of any of the following events:</p> <ul style="list-style-type: none">- The Access Seeker has failed to pay any Charges (including sums due in respect of the Minimum Charges) within 30 days of the due date;- The Access Seeker ceasing to carry on a material part of its business at any time or disposes of all its assets or a substantial part of its assets which are used in the promotion or provision of the Virtual Services;- Vodafone's ability to provide the Vodafone Services or the Access Seeker's ability to provide the Virtual Services is prevented to a material degree for more than 30 days by any regulation, law, decree or any act of state or other governmental action or Vodafone is refused or has revoked any official or regulatory licence, authorisation or permission necessary for the provision of



	<p>any Service.</p> <p>3. Without prejudice to Vodafone's rights to terminate this Agreement under the causes above-mentioned, Vodafone may suspend the Services or part of the Services:</p> <ul style="list-style-type: none">- In the event of emergency;- If the Access Seeker fails to pay any Charges payable under this Agreement within 30 days of the date of the relevant invoice;- if Vodafone's or the Access Seeker's ability to provide the Services or the Virtual Services (as applicable) is prevented or substantially prevented or restricted by any regulation, law, decree, action, direction, order by any regulatory authority or body; or- For scheduled maintenance and/or scheduled upgrade of the Vodafone Network.
Contract's execution Implementation and Development	<p>The negotiation procedure, the delivery and the implementation of the Services shall follow the following milestones:</p> <ol style="list-style-type: none">1. Access request: Access seeker should fill out the questionnaire and send a signed version of the Heads of Terms (both documents available in Vodafone's website)<ol style="list-style-type: none">a. In case of any queries regarding the subject, Access Seeker should use the contacts available on Vodafone's website for the purpose;b. The questionnaire contains information necessary regarding Access Seeker's needs and type of business required, in the event that the Access Seeker does not have in place the necessary systems for a proper interface with the existing Vodafone roaming systems and services;c. Request for access shall be correspondent to the date of delivery of the above mentioned documents.2. Negotiation process: unless special circumstances apply (such as need for more information or clarification or a request from either of the Parties to orally discuss the access request:<ol style="list-style-type: none">a. Vodafone will process the Access request in 2 weeks;b. Vodafone will make available to the access seeker a draft contract for signature within one month of the access request.3. Implementation Time: Resale Access Agreement to be implemented within 3 months of contract signature. Implementation stages include:<ol style="list-style-type: none">a. Scope and Feasibilityb. Detailed Designc. Implementationd. Project Trialse. Project Completion4. Any delays on the part of the access seeker in providing any relevant answer or information shall suspend the deadlines mentioned in the preceding numbers.



Services Levels	Vodafone will enable the candidate with the same level of service usually provided to Vodafone customers on roaming.
Security and data privacy	<ol style="list-style-type: none">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.2. The Access Seeker shall inform its Customers that the storage, treatment and transfer of their personal data shall be subject to Portuguese applicable laws in relation do data protection and data retention different from the regulation in their own country.3. The Parties confirm that they shall comply with data protection and/or privacy regulations/laws applicable in their respective countries.
Management Reports	Details of the management reports provided by Vodafone to the Access Seeker including: Wholesale Invoice Report Wholesale Call Data Records Gross Connections and Disconnections Network KPI Review Report Porting and Migration Report
Security Requirements	Details of information provided by Access Seeker relating to: Organisational Security Personnel Security Physical and Environmental Communications and Operations Management Access Control
GSM Gateways	As at the date of this Agreement the GSM Gateway disconnection procedure is as follows: <ol style="list-style-type: none">(a) From time to time Vodafone shall provide a list of Customer's telephone numbers ("CTNs") which Vodafone suspects are GSM Gateways in contravention of the Agreement.(b) Within two (2) Working Days of Vodafone issuing this list to MVNA, MVNA shall provide any customer details in its possession with regard to such CTNs.(c) Vodafone shall then use these Customer details in its analysis of the CTN. If, in Vodafone's reasonable opinion, Vodafone suspects a Customer has established, installed or is using a GSM Gateway in an illegal manner or in breach of the Vodafone Commercial Policy then Vodafone shall instruct Access Seeker to request further information from Customer and their use. Failure to provide sufficient information of lawful use and/or use in accordance with Vodafone's Commercial Policy within fourteen (14) days will result in a request from Vodafone for Access Seeker to disconnect the Customer or relevant other party.
Forecast	Access Seeker shall comply with its obligations under the Agreement to provide Forecasts in the formats and frequencies set out or otherwise agreed by the parties from time to time and Vodafone shall provide Access Seeker with all reasonable assistance and information for this purpose. The parties acknowledge that the Forecasts provided by Access Seeker under this Agreement are for planning purposes only and shall not constitute binding



	<p>commitments on Access Seeker.</p> <p>Such Forecasts shall consist of the following:</p> <ol style="list-style-type: none">1. Business Plan (in a format agreed between the parties from time to time), which will be updated each month for a 36 month rolling forecast of –<ol style="list-style-type: none">i. Base Size – monthly opening & closing base forecast;ii. Forecast of average user volume of minutes/SMS/MMS/Data/events;iii. [Forecast of volume of minutes to International switches];iv. Total monthly gross subscriber additions; andv. Wholesale Revenue and Charges forecast.
Fraud	<p>The Parties shall comply with the procedures and provisions concerning fraudulent or unauthorised use of IR Services set out under the relevant GSM Association Permanent Reference Documents or according to Vodafone's applicable security policies.</p>
Exit Strategy	<ol style="list-style-type: none">1. Each party shall use its reasonable endeavours to agree a detailed exit plan within 2 months of any notice of termination or the date of termination or expiry of this Agreement, where no notice is served (the "Exit Plan").2. The Exit Plan shall regulate at least the following subjects:<ol style="list-style-type: none">a. Assistance to Access Seeker in migrating the Virtual Services to a replacement network operator following any notice of termination;b. The continued provision of the Services for a period up to 6 months from the date of the termination ("Exit Period"); and,c. The provision by Vodafone of all reasonable assistance and information during the Exit Period to assist in the migration of the Virtual Services to an alternative network operator (provided that in no event shall Vodafone be required to provide any third party with access to its Confidential Information or Intellectual Property Rights).3. Access Seeker shall comply with its obligations under the Exit Plan and pay Vodafone's reasonable costs in relation to assistance provided by it pursuant to this object.



Annex I

Wholesale Resale Access Offer – List of Services

Services mentioned in the table below are offered by Vodafone Portugal to the Access Seeker according to the EU Regulation n. 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications within networks within the Union (the 'Regulation').

Roaming service	Description	Prices
Voice MO (Mobile Originated)	Mobile Voice Call originated and terminated within the EU territory	0.14 Euro / minute
SMS (Short Message Service)	Short Message Service originated within the EU territory	0.03 Euro / event
Data	Data traffic originated within the EU territory	0.25 Euro / MB

These regulated prices, also include:

Roaming service	Description
Voice (MOC, MTC), SMS, Data and additional services	Basic roaming services which are available in the VPMN network Basic services include standard GSM basic and supplementary services, among the others: voice mail, call forward, CLIP, CLIR etc. Additional services may include: - voice mail - signalling - authentication - data/financial clearing - interconnect - GRX
Fraud prevention procedures and bank guarantee	Vodafone will define in the agreement fraud management procedures, credit limits and deposit scheme.



Wholesale billing	Vodafone will perform wholesale billing and deliver to the Access Seeker the information related to traffic usage such as: <ul style="list-style-type: none">- usage records for all basic roaming services for respective IMSIs (filtered TAP records)- records for inbound voice roaming traffic
Provisioning/barring	Vodafone will setup an interface to enable the Access Seeker to: <ul style="list-style-type: none">- provide/deactivate roaming services for their subscribers- be able to bar customers from the roaming due to fraud/bad debt behaviour
Contract management	Vodafone will provide the Access Seeker with its own roaming agreement management with the visited operators