

Wholesale Resale Roaming Access Agreement

**Between**

**WIND HELLAS Telecommunications S.A.,**

Having its registered address:

66 Kifissias Avenue

151 25 Maroussi, Athens GREECE

(hereinafter referred to as "**WIND HELLAS**")

And

**<<Operator B>>**,

having its registered address:

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

(WIND HELLAS and Operator B hereinafter also referred to as "Party/ies")

## **Article 1 - INTRODUCTION**

1.1. WIND HELLAS is a lawfully authorised mobile network operator with the obligation to meet all reasonable requests for Wholesale Resale Roaming Access, unless such requests require deployment of an undue level of resources to implement or if their implementation costs may not be recovered within a reasonable period or do not meet other objective criteria, which justify refusal.

1.2. Operator B is a lawfully authorised mobile network operator or mobile virtual network operator, having its principal offices at a Member State of the European Union, entitled under the law of that Member State to provide roaming services to roaming customers in that Member State and enjoys the right to Wholesale Resale roaming access under Roaming Regulation III, in order to serve EU roaming customers.

1.3. Operator B has sent to WIND HELLAS a Wholesale Resale Roaming Access request in written form followed by the documentation listed below :

- Overview of the Services requested from Operator B;
- Certificate of Registration or corresponding documentation of Operator B;
- Written documentation that Operator B is entitled to provide regulated retail roaming services to end customers within any Member State of the European Union;
- Written documentation of the EU numbering resources assigned to Operator B's mobile service, according to the E164, E212 and E214 numbering standards;
- Technical information(interfaces & protocols) on the compatibility with the services offered under this Wholesale Resale Roaming Access Agreement;
- Annual report of the previous financial year;
- Financial figures of the last quarter of the current year;
- Initial estimate of traffic volume per roaming service and per country covered in the request, as described in Article 7 hereby Information on signaling connectivity to establish interconnection;
- Contact data of Operator B;

The documentation shall be duly signed by authorized persons of Operator B.

1.4. Subject to necessary prioritisation of already registered Wholesale Resale Roaming Access requests on a non-discriminatory first – come – first – served process, WIND HELLAS has already complied or shall be obliged to comply with the time limits during the negotiation and implementation periods of the Agreement, as these are defined under Roaming Regulation III. Parties will start the technical implementation after the Wholesale Resale Roaming Access Agreement has been signed.

## **Article 2 - STARTING DATE**

The actual commercial starting date for International Roaming shall be the date as agreed by both Parties in written form.

## **Article 3 - DEFINITIONS**

For the purpose of the Agreement the following terms shall have the meanings set forth in their respective definitions below:

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

1. directly or indirectly owning or controlling the Party, or
2. under the direct or indirect ownership or control of the same legal entity directly or indirectly owning or controlling the Party, or
3. directly or indirectly owned or controlled by the Party,
4. 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. "**Agreement**" shall mean this Wholesale Resale Roaming Access Agreement together with the Annexes attached hereto, common or individual.

3.3. "**Effective Date**" shall mean the date as of which both Parties have signed the Agreement by their duly authorized representatives.

3.4. "**Wholesale Resale Roaming Access**" shall mean the provision of roaming services on a wholesale basis by WIND HELLAS to Operator B under the terms and conditions of the present Agreement for the purpose of the latter providing regulated roaming services to its roaming customers.

3.5. "**GSM Association General Assembly**" shall mean that body of the GSM Association formed by the Members and Associate Members.

3.6 "**GSM Association Permanent Reference Documents**" means a document noted as such by the PSMC to the General Assembly and listed as such by Headquarters on the list of Permanent Reference Documents, which is agreed by the Parties to be included in this Agreement and is specifically set out in the Agreement or in the Annexes.

3.7. "**International Roaming**" or "**IR**" shall mean the provision of Services by WIND HELLAS in respect of which access is granted to Customers of Operator B to PMNs of third parties having a relevant International Roaming agreement with WIND HELLAS.

3.8. "**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) and that also refers to

the family of GSM mobile communications systems and future evolutions thereof, e.g. GSM, DCS, PCS, UMTS or its equivalent.

3.9. "**Roaming Customer**" shall mean a person or entity with a valid legal relationship with Operator B, whose contract or arrangement with Operator B permits Union -wide roaming, using a GSM SIM (Subscriber Identity Module) and/or a GSM USIM (Universal Subscriber Identity Module) and on the other hand EU numbering resources of WIND HELLAS in accordance with the terms and conditions of this Agreement.

3.10. "**Roaming Regulation III**" shall mean the Regulation No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union (O.J. L 172/10, 30.06.2012), as it is from time to time in force and effect.

3.11. "**Services**" shall mean the minimum set of wholesale roaming services for Operator B to gain Wholesale Resale Roaming Access and any additional services thereto, as these are specified in Annex 2 and may be amended from time to time by the Parties.

3.12. "**Session**" shall mean the time between PDP Context Activation until PDP Context deactivation.

3.13. "**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.

#### **Article 4 - SCOPE**

4.1. In respect of and subject to their licenses or rights and other national binding regulations, the Parties agree to enter into the present Agreement for the provision by WIND HELLAS of Wholesale Resale Roaming Access Services to Operator B, in order to enable Roaming Customers of the latter to gain access to mobile telecommunications services on PMNs of third parties having a relevant International Roaming agreement with WIND HELLAS. For the avoidance of doubt, Operator B shall only be allowed to resell the regulated services provided under the Wholesale Roaming Resale obligation to EU/EEA roaming customers. Therefore, Operator B must provide to WIND HELLAS evidence that Operator B is eligible to benefit from the Roaming Regulation and provide roaming services to roaming customers in the respective EU/EEA Member State(s).

4.2. The Parties agree to establish Wholesale Resale Roaming Access, as mentioned above, in accordance with:

1. the terms and conditions of the Agreement;
2. its Annexes, common or individual;
3. relevant Technical Specifications, and
4. the GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Annexes;

4.3. The Agreement contains the following Annexes, common or individual:

<b>Annex number</b>	<b>Annex name</b>
ANNEX 1	Agreement Management Principles
ANNEX 2	Services
ANNEX 3	Billing and Accounting
ANNEX 3.1	Settlement Procedure
ANNEX 3.2	Bank Guarantee Template
ANNEX 4	Customer Care Principles
ANNEX 5	Traffic Forecasts
ANNEX 6	Data privacy
ANNEX 7	Roaming Service Level Agreement
ANNEX 8	WIND HELLAS Tariff

4.4. 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:

- the main body of this Agreement; and
- the Annexes, common or individual

4.5. 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.

## **Article 5 - DURATION**

5.1. This Agreement shall be effective as of the date of its signature and shall remain in full force and effect for one year, starting from the Commercial Starting Date (“Initial Term”).

5.2. If the Initial Term is not terminated by either Party giving the other notice in writing ninety (90) days before the expiration of the Initial Term or as provided elsewhere in the Agreement, this Agreement will be renewed automatically for successive periods of twelve (12) months each time (“the Subsequent Term(s)”), and may be terminated by either Party giving the other a notice of termination ninety (90) days before the expiration date of the respective Subsequent Term(s).

5.3. The starting date for the provision of the Services shall be the date as agreed by both Parties in written form (“Commercial Starting Date”).

## **Article 6 - SERVICES**

6.1. The Wholesale Resale Roaming Access Services provided by WIND HELLAS are defined in Annex 2, as may be amended from time to time by WIND HELLAS.

6.2. Operator B shall resell the Services to its end-customers at its own expense, on its own behalf and at its own risk and shall brand and/or promote the Services under its own trademarks. The use of WIND HELLAS trademarks shall be prohibited, unless otherwise permitted in written form by WIND HELLAS.

6.3. Operator B shall not resell roaming services to businesses or other entities which are not end users of roaming services.

6.4. WIND HELLAS shall provide the Services in such a way so as to ensure a reasonable quality level, at least equivalent to the level of quality provided by WIND HELLAS to its subscribers.

6.5 WIND HELLAS will at its own discretion conclude or terminate international roaming agreements with other mobile network operators. □ In case of changes to the roaming coverage of WIND HELLAS, WIND HELLAS will do its best to inform Operator B.

### **Article 7 – TRAFFIC FORECASTS**

7.1. Upon registering its request for Wholesale Resale Roaming Access Operator B shall provide forecasts of all voice, SMS and data traffic expected by its roaming customers for the first 12 months after the Commercial Starting Date. Thereafter, Operator B shall provide 12 months period forecasts on a rolling basis of every six months. The traffic forecasts mentioned above shall have as a minimum the information listed in Annex 5. Traffic forecasts shall be used by WIND HELLAS for sufficient planning and provision of necessary resources and efficient dimensioning of its service in order to meet relevant capacity requirements.

### **Article 8 - FINANCIAL GUARANTIES**

8.1. Upon signature of the Agreement Operator B shall put at the disposal of WIND HELLAS an irrevocable and unconditional bank guarantee in favour of the latter, which will include at least the clauses set out in Annex 3.2.

8.2. The bank guarantee shall be provided in the form of a Letter of Guarantee (for the Good Performance), issued by a bank operating in Greece by the counter guarantee of a bank abroad, rated A or better (acceptable rating agencies are Moody's, Fitch, Standard & Poor's) or, alternatively, issued by a bank abroad, rated A or better (acceptable rating agencies are Moody's, Fitch, Standard & Poor's), and confirmed by a bank operating in Greece. The duration of the Letter of Guarantee should be at least one year and would be renewed each time for one more year at least one month before its expiration, without any prior notice from WIND HELLAS.

8.3. The criteria for the calculation of the amount of the Letter of Guarantee shall be strictly objective, taking specifically into account (a) Operator B's credibility, (b) the Services' estimated value according to Operator B's forecasts and (c) the estimated implementation cost. Furthermore, after signature the initial amount of the Letter of Guarantee shall be amended as follows:

For the first 3 months after the signature and commercial launch of the Agreement:

- Whether there is a variation greater than 20% or €5.000 between the monthly invoiced amount multiplied by 3 and the guaranteed amount.

Following the first 3 months the evaluation will be held on a quarterly basis according the following rule:

- Average Turnover of the last three months multiplied by 3.

WIND HELLAS reserves the right to request necessary adjustments in the value of the bank guarantee at any time during the term of the Agreement, in each case that (a) a 20% increase in the traffic of a single month takes place compared to the average traffic of the three previous months or (b) Operator B is in breach of its obligations under articles 10 and 12 of the Agreement.

8.4. The minimum amount of the Letter of Guarantee shall be € 10.000.

### **Article 9 – SERVICE LEVEL AGREEMENT**

9.1. WIND HELLAS shall comply with the procedures and provisions of the Service Level Agreement set out in Annex 7.

9.2. If Operator B traffic forecasts have a divergence of 10% or more in relation to the actual traffic of the relevant time period, WIND HELLAS' obligations arising from the present article and Annex 7 shall not apply.

### **Article 10 - CHARGING**

10.1. When a Roaming Customer uses the Wholesale Resale Roaming Access services made available hereunder by WIND HELLAS, Operator B shall be responsible for payment of charges for the said Services.

10.2. Charges for the Services shall be imposed to Operator B according to the tariff of WIND HELLAS as described in the Annexes to the Agreement and amended from time to time.

### **Article 11 – TRANSACTION DATA**

11.1 WIND HELLAS processes and transmits transaction data for the usage of the services to enable Operator B to bill its end-customers accordingly. These transaction data will be sent by WIND HELLAS daily.

The transmitted data shall be the basis for WIND HELLAS Wholesale Invoice to Operator B.



### **Article 12 - BILLING & ACCOUNTING**

12.1. The Parties shall implement billing and accounting according to the provisions set out in Annex 3.1.

12.2. All invoices shall be paid before or on the Due Date. In the event that Operator B fails to pay any invoices in full before or on the Due Date, WIND HELLAS shall be entitled to charge and receive statutory interest in respect of any such amount outstanding at the statutory rate in accordance with the Agreement.

### **Article 13 – CUSTOMER CARE**

13.1. The responsibilities of each Party concerning customer care are described in Annex 4.

13.2. Operator B shall be fully responsible for customer care, and marketing of its services.

13.3. Operator B's customers that will assert claims towards WIND HELLAS shall be referred to Operator B being their contractual partner. Operator B shall not in any way be entitled to publish any correspondence or contact details of WIND HELLAS to its customers.

### **Article 14 - CONFIDENTIALITY**

14.1. 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.

14.2. In addition to the paragraph above, 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. 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 before receiving the Information.

14.3. 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. Each Party shall be liable toward the other Party in respect of any unauthorized disclosure of Information made by any other authorized recipients.

14.4. 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.

14.5. For the purposes of the Agreement, Information and the contents of this Agreement shall not be considered to be confidential if such Information is:

1. in or passed into the public domain other than by breach of this Article; or
2. known to a receiving Party prior to the disclosure by a disclosing Party; or
3. disclosed to a receiving Party without restriction by a third party having the full right to disclose;  
or



4. independently developed by a receiving Party to whom no disclosure of confidential Information relevant to such Information has been made.

14.6. Each Party agrees that in the event of a breach or threatened breach of the present article, 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.

14.7. The present article 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.

#### **Article 15 – DATA PRIVACY & CONFIDENTIALITY OF COMMUNICATIONS**

15.1. WIND HELLAS' obligations hereunder to transfer information to Operator B shall not apply to the extent that WIND HELLAS is prohibited from doing so by the regulations and laws of Greece applicable to the data protection or confidentiality of communications' applicable legislation of the Greek State.

15.2. Operator B shall be obliged to inform its customers that during roaming, the storage, treatment and transfer of their personal data and electronic communications shall be subject to regulation different from the regulation in their own country and, in particular, subject to Greek laws of data protection and confidentiality of communications, as defined in Annex 6.

15.3. The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries. Further Details of Data Privacy aspects are given in Annex 6.

#### **Article 16 – FRAUD PREVENTION**

16.1 Parties agree to cooperate in avoiding fraudulent behaviour, particular to monitor Operator B end-customers' usage and any fraud potential. The Party identifying any fraudulent use will inform the other Party without undue delay.

16.2 In case of detected fraudulent use, Operator B shall deactivate the respective end-customer's SIM-Card immediately. WIND HELLAS reserves the right to deactivate fraudulent used SIM-Cards itself for reasons of minimizing commercial risks due to such fraudulent use.

#### **Article 17 – LIABILITY OF THE PARTIES**

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

- in respect of charges to be paid to WIND HELLAS pursuant to Article 10;
- 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 the amount of 50% of the annual value of the present Agreement in respect of any incident or series of incidents arising within the respective contractual year.

17.2. 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.

17.3. 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. Nothing in the foregoing shall in any way restrict the liability of either Party for the actions of its employees.

17.4. 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.

17.5. Operator B shall indemnify WIND HELLAS against all damages, costs, expenses or other liabilities incurred or suffered by the latter as a result of or in connection with Operator B reselling or otherwise providing the Services on a wholesale basis to a third party.

### **Article 18 – SUSPENSION OF SERVICES**

18.1. Notwithstanding anything in the Agreement to the contrary, WIND HELLAS may without liability suspend or terminate all or any of its Services to Roaming Customer(s) of Operator B in circumstances where it would suspend or terminate those Services to its own customer(s) and/or roaming customer(s) of third parties, with which WIND HELLAS has signed bilateral IR agreements, including but not limited to:

1. Roaming Customers using equipment which is defective or illegal; or
2. Roaming Customers causing any technical or other problems on the Public Mobile Networks of third parties; or
3. suspected fraudulent or unauthorised use; or
4. authentication of the legal relationship not being possible; or
5. maintenance or enhancement of the Visited Public Mobile Networks; or
6. possible risk of the integrity of the Visited Public Mobile Networks; or
7. suspension by non payment of Operator B; or
8. Bank guarantee not furnished or timely renewed; or
9. Use of services by Operator B for other purpose than the provision of retail roaming services to its retail customers; or
10. any other material breach of the present Agreement by Operator B.

18.2. In case of a proposed suspension of Services to all Roaming Customers of Operator B, WIND HELLAS shall use commercially reasonable efforts to give a five (5) days written notice to Operator B prior to the suspension taking effect, whereas a shorter notice shall apply in cases where it is justified by the urgency of the circumstances related to the suspension for the protection of WIND HELLAS lawful interests. If the suspension continues for more than six (6) months, Operator B shall have the right to terminate the Agreement with immediate effect by written notice.

18.3. The Parties agree that the suspension shall be removed as soon as the reason for the suspension has been overcome by Operator B.

## **Article 19 – FORCE MAJEURE**

19.1. 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 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.

19.2. If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in the paragraph 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.

## **Article 20 – TERMINATION OF THE AGREEMENT**

20.1. Without prejudice to any right of termination under any other provisions of this Agreement and its Annexes, this Agreement may be terminated as follows:

1. by mutual agreement of the Parties; or
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 ten (10) days of receipt of a written notice to such effect;
3. by one of the Parties, with immediate effect, when 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 within thirty (30) days of receipt of a written notice to such effect; or
4. by WIND HELLAS, when an unacceptable level of unauthorized use occurs and the Operator B is not capable of remedying such unauthorized use within ten (10) days of receipt of the written notice to such effect; or

5. immediately, in the event that an order to one of the Parties by a competent public authority revoking or denying renewal of the license(s), authorisation(s) or permission to execute its obligations or operate any services under the Agreement, takes effect.

20.2. If WIND HELLAS exercises its right to terminate the Agreement according to cases 2 - 5 above, then the latter reserves the right to use part or whole of the bank guarantee as stated in article 8, in order to cover any damages or losses, monetary or otherwise, suffered from breach, non – execution or termination the Agreement.

20.3. In any case, termination of the Agreement shall not be deemed as a waiver of a breach of any term or condition of this Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.

## **Article 21 – CHANGES TO THE AGREEMENT & ITS ANNEXES**

21.1. Any modifications to the Agreement and/or its Annexes shall be valid only if made in writing and signed by duly authorized representatives of both Parties hereto.

21.2. Notwithstanding paragraph 21.1, in each case that the Agreement needs to be modified in order to be in line with changes in the relevant European Community Regulations or with a relevant decision by the Hellenic Telecommunications and Post Commission, WIND HELLAS shall be entitled to proceed to the necessary modifications by giving Operator B thirty (30) days prior written notice before their coming in force, unless a shorter term is provided under the law.

21.3. Notwithstanding paragraph 21.1, WIND HELLAS shall be entitled to vary its tariff stated in the Annex 11 or subsequent variation thereof. In the case of scheduled changes (as described in BA.27) WIND HELLAS shall give sixty (60) days written notice of any variation to its tariff and the new change shall take effect on the first day of the month following the expiration of the sixty (60) day notice period. In the case of unscheduled changes WIND HELLAS shall use all reasonable endeavours to give adequate notice of such changes and the new change shall take effect on the first day following the expiration of the notice period given. Any variation in the tariff shall be deemed to be incorporated into the Agreement. The right of WIND HELLAS described in the present paragraph shall not prejudice Operator B's right not to accept tariffs below those regulated under the law.

21.4. Without prejudice to the foregoing, Operator B shall have the right to make a reasonable request to the WIND HELLAS on the implementation of new methods or services of roaming access by serving notice, which will set out in detail the changes sought. Within sixty (60) days after receipt of the request WIND HELLAS shall give to Operator B notice of its views on the proposed implementation of such new services or change of existing services of the Agreement. Following this notice the Contracting Parties shall review the Agreement in good faith, freely negotiate on business terms and agree on its amendment.

21.5. Each time that WIND HELLAS concludes a new international roaming agreement with an EU operator, the Services under the present Agreement shall be automatically extended to cover access to the new visited network. Nothing in this Agreement shall oblige WIND HELLAS to negotiate or conclude agreements with any third parties for the provision of international roaming services.

**Article 22 – DISPUTE RESOLUTION, APPLICABLE LAW & JURISDICTION**

22.1. 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 :

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.

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.

Any claims for dispute by each of the Parties shall be made in writing and submitted within three (3) months after the accrual of the claim (i.e. the initial traffic period in question), to the other Party for a written decision.

22.2. The interpretation, validity and performance of this Agreement shall be governed in all respects by the laws of Greece and any competent Greek authority's applicable decisions and /or regulations without reference to their conflict of laws principles.

22.3. For any dispute, controversy or claim arising out of or relating to this Agreement, the Parties shall first endeavour to reach an amicable settlement. If no such settlement is achieved within a reasonable period of time then the Parties submit to the exclusive jurisdiction of the competent Courts of Athens, Greece.

**Article 23 – MISCELLANEOUS**

23.1. 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.

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

23.3. Nothing in this Agreement shall create or be deemed to create any joint venture, principal-agent or partnership relationship between the parties and neither party shall indicate in its advertising or otherwise in any manner or imply any such relationship with the other.

23.4. Except as expressly provided herein, neither Party may assign, sub – licence, transfer or otherwise dispose of any of its rights or any of its obligations under the Frame Agreement or any part thereof without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Any assignment in violation of the foregoing shall be null and void.

23.5. 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.

**Article 24 – FINAL PROVISIONS**

24.1. This Agreement along with all of its Annexes contains the whole agreement between the parties relating to its subject matter and shall supersede any and all promises, representations, warranties, undertakings, statements, whether written or oral made by or on behalf of each Party to the other of any nature whatsoever, prior to the date of signature of this Agreement.

24.2. 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.

24.2. 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 Agreement shall be construed and given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced with a provision with a similar economic effect to that intended by the Parties, if such an effect can be achieved by another clause.

24.3. Neither Party's failure to enforce any provision of this Agreement, or to exercise any right in respect thereto, shall constitute, or be deemed to constitute a waiver of its right to enforce the same or any other provision to exercise the same or any other right. Furthermore, any possible delay in taking or apparent lack of action by either of the Parties, concerning the exercise of rights acquired under the present Agreement, shall not be deemed as a silent renunciation of such rights.

IN WITNESS WHEREOF THIS AGREEMENT has been entered into the day and year written below.

Duly authorized to sign for and on behalf

**WIND HELLAS Telecommunications  
S.A.**

Name :

Title :

Date :

\_\_\_\_\_

Duly authorized to sign for and on behalf

**[Operator B]**

Name :

Title :

Date :

\_\_\_\_\_

Signature & Company Seal

Confidential Agreement

Signature & Company Seal

## **Annex 1 - 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 I.11.

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 or courier.

### **Effective Dates**

Each revision shall be clearly identified by its Revision date.



## Annex 2 – SERVICES

In order to allow Operator B to provide retail roaming services with its own systems for handling all retail functions, WIND HELLAS shall offer to the former the following minimum set of wholesale roaming services:

- i. Access to the wholesale roaming services provided by visited network operators with which WIND HELLAS has a wholesale roaming access agreement:
  - end-to-end delivery of mobile originated roaming calls generated by Operator B's Roaming Customer from a EU/EEA roaming network (VPMN) to EU/EEA destinations excluding premium numbers.
  - end-to-end delivery of mobile originated roaming sms generated by Operator B's Roaming Customer from a EU/EEA roaming network (VPMN) to EU/EEA destinations excluding premium numbers.
  - end-to-end delivery of mobile roaming data traffic generated by Operator B's Roaming Customer from a EU/EEA roaming network (VPMN) to a packet data network either via GGSN of WIND HELLAS.
  
- ii. Access to transit services used by WIND HELLAS for its own roaming business.
  
- iii. Access to relevant interfaces, protocols or relevant operational support systems by WIND HELLAS in order to enable Operator B to carry out for itself the necessary retail functions towards its end-customers.
  
- iv. Resale of termination of incoming voice calls and outgoing SMS messages.

The implementation of all the Services included in this Annex 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 – FINANCIAL GUARANTEES, BILLING AND ACCOUNTING**

Billing and Accounting relating to the Agreement shall come into effect as from the Commercial Starting Date.

### **Annex 3.1 - SETTLEMENT PROCEDURE**

The Settlement Procedure in this Annex applies to financial transactions involving roaming traffic from start of the traffic period commencing by the Commercial Starting Date.

WIND HELLAS shall prepare a monthly invoice for calls registered during the invoice period made by the visiting Roaming Customers of Operator B.

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. In case of missing invoice or late receipt of the invoice, the payment must be done in fifteen (15) days from the receipt day.

WIND HELLAS will issue as appropriate credit notes and correction invoices to compensate for agreed changes to or agreed errors in the basic invoices. Netting procedure will be followed between invoice settlement and credit notes, if any. The threshold amount for issuing the Credit Note by WIND HELLAS to compensate Operator B is **50** SDR. In any case, a Credit Note shall be issued at least once a year before the year-end if appropriate.

Claims for credit may be notified at any time up to two (2) months after the elements causing the dispute were made available to WIND HELLAS in accordance with PRD BA.01. For the avoidance of doubt aforementioned process is relevant only for the wholesale billing and accordingly Operator B's end-customers may not assert any claims towards WIND HELLAS. If the two months period mentioned in this clause has expired without WIND HELLAS having received a dispute notice from Operator B, the latter shall be deemed to have accepted WIND HELLAS' invoice.

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

The invoice amount shall be paid by Operator B in Euro, as calculated from the SDR amounts as indicated on the invoice.

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

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

If Operator B does not pay the clearing balance by the due date for payment then WIND HELLAS shall charge its normal interest rate on the overdue amount from the due date for payment until payment is made.

The normal interest rate for WIND HELLAS is:

3% per annum above the 3-month EURIBOR Rate for both parties

Roaming invoices are available for download in PDF format from our electronic invoicing area. To access the dedicated area with a unique username and password you need to fill in and return to WIND HELLAS the below form:

E-Bill Form	Operator B
<b>*User First Name and Last Name:</b>	.....
<b>*Company full name of legal entity has to be given (including Ltd, SA, and any other legal extension)</b>	.....
<b>Profile to be assigned:</b>	.....
<b>*User e-mail address ( Needs to be professional and clearly associated to the company from which access is requested)</b>	.....
<b>User phone number(Professional number)</b>	.....
<i>*mandatory fields</i>	

Changes in time schedules concerning the shipment of invoices shall be communicated to Operator B two months before implementation at the latest.

All enquiries and complaints concerning international invoicing shall be done through points of contact as defined in Annex I.3.3.

Operator B shall pay any Value Added Tax (VAT) or other similar tax in accordance with the laws of Greece. The application of VAT is defined in Annex I.3.4.

**Bank Charges**

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

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

In the case where Operator B pays in a different currency than agreed in the applicable Annex or pays to the wrong bank account, Operator B shall bear full responsibility for the execution of the relevant payment to WIND HELLAS and for any extra cost.

**Annex 3.2 – BANK GUARANTEE TEMPLATE**

**SPECIMEN**

**GOOD PERFORMANCE L/G**

TO:

WIND HELLAS TELECOMMUNICATIONS S.A.

66 Kifissias Avenue,

151 25 Maroussi, Athens

Greece

Dear Sirs,

**OUR LETTER OF GUARANTEE No                      FOR**

We would like to inform you that we hereby guarantee to you unreservedly and irrevocably, waiving the benefit of discussion up to the amount of \_\_\_\_\_ (IN WORDS \_\_\_\_\_) on behalf of \_\_\_\_\_, (ADDRESS) for the good performance of the terms of the contract No \_\_\_\_\_, for the supply of \_\_\_\_\_.

The above amount is held at your disposal and we shall pay same to you, totally or partly, without any excuse or objection from our part and without investigating whether your claim is well grounded or not, within three (3) working days from your simple written notification.

In case of forfeiture of the guarantee, the forfeited amount is subject to any eventual stamp duties.

The present guarantee is valid till ----- after the lapse of which time limit and if no claim is notified to us on your part on the amount of the guarantee, the present is considered null and void, having no force and effect, whether it is returned to us for cancellation or not.

We accept to extend the validity of the guarantee upon receipt of your simple written demand under the condition that your relative demand will be submitted prior to its above mentioned expiry date.

## **Annex 4 - CUSTOMER CARE PRINCIPLES**

### **General**

If for any reason a Roaming Customer needs customer support, the latter should contact the customer care services of Operator B while roaming in the Public Mobile Network of WIND HELLAS. If a Roaming Customer contacts the customer care services of WIND HELLAS, they shall be redirected to the customer care services of Operator B.

### **Roaming Information**

Roaming information (including changes of such information), like coverage maps, service levels and Services (including their date of implementation and tariffs), shall be sent to the contact point defined in Annex I.4.1.

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

Operator B shall inform its own Roaming Customers about roaming in the Access Providers Public Mobile Network.

### **Public Mobile Network Faults**

In the event of a perceived Public Mobile Network fault a Roaming Customer should contact the customer care services of Operator B while roaming in the Public Mobile Network of WIND HELLAS. The customer care services of Operator B will provide the first point of contact but may refer the Roaming Customer to WIND HELLAS' Customer Care Services if appropriate.

In the event that the customer care services of Operator B have a query concerning potential faults of WIND HELLAS' Public Mobile Network, then the customer care services shall contact the contact point defined in Annex I.4.1.

Frequently arising faults in the Public Mobile Network or Services of WIND HELLAS experienced by Roaming Customers and indicated to Operator B shall be reported to WIND HELLAS' contact point defined in Annex I.4.1.

**Annex 5 – TRAFFIC FORECASTS**

The traffic forecasts provided by Operator B shall include at least the following information:

<b>Annual Forecasted Traffic</b>			
<b># Roamers</b>	<b>Duration (Mins OG)</b>	<b>Events (SMS/MO)</b>	<b>GPRS (MB)</b>

## **Annex 6 - DATA PRIVACY**

WIND HELLAS is subject to compliance with the data protection or confidentiality of communications' laws and regulations of the Greek State. Indicatively, these include:

- The data protection legal framework (Acts no. 2472/1997, 3471/2006, 3783/2009, 3917/2011 along with the relevant Presidential Decrees and Ministerial Decisions), as each time in force and effect, and the regulations and decisions of the Greek Data Protection Authority.
- The legal framework for the confidentiality of communications (Acts no. 2225/1994, 3115/2003, Greek Criminal Code and Code of Criminal Procedure along with the relevant Presidential Decrees and Ministerial Decisions), as each time in force and effect, and the regulations and decisions of the Greek Authority for the Protection of the Confidentiality of Communications.



## **Annex 7 – SERVICE LEVEL AGREEMENT (SLA)**

WIND HELLAS agrees to provide Operator B with all relevant information on faults or planned maintenance works as far as WIND HELLAS itself is informed by its roaming partners or identified by itself.

Since WIND HELLAS has agreed roaming agreements according to the standard GSMA documents and SLAs are not used therein. Moreover, in case of a service failure the service level is more likely to have been affected by coverage, network faults, and/or performance issues of the foreign roaming partner network, something that cannot be controlled by WIND HELLAS. As such, WIND HELLAS cannot commit to a set of dedicated KPIs as part of a Quality of Service SLA.

However, WIND HELLAS commits to treat Operator B customers as WIND HELLAS customers and deliver the service in the same way as for its own subscribers. Parties will negotiate in good faith on compensation in case WIND HELLAS fails to meet any of the above mentioned obligations.

## **Annex 8 – WIND HELLAS Tariff**

WIND HELLAS shall offer to Operator B for the minimum set of Wholesale Regulated Roaming Services, the regulated rates.

The rest of services, including tariffs non regulated, will be provided upon request.