



Summary of terms and conditions of the Resale Agreement

Between Access Seeker and Vodafone

Recital	<p>Vodafone is a mobile network operator which provides wholesale roaming resale access to third parties for resale to their own customers.</p> <p>Vodafone has agreed to provide the Access Seeker with wholesale roaming resale access to enable the Access Seeker to provide roaming services under the Access Seeker's brand subject to the terms and conditions set out in this Agreement.</p>
Term	Initial period of 6 months, subject to re-negotiation each 12 months.
Services	<p>Network Services Contract management Fraud Prevention Wholesale billing – Tap exchange/ inbound billing Provisioning/ barring Real time CAMEL billing Escalation Procedures</p>
Branding and Virtual Services	<p>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.</p> <p>The grant of the licence in respect of the Vodafone Technology 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> <p>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>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>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>The Parties confirm that they shall comply with data protection and/or privacy regulations/laws applicable in their respective countries.</p>
Termination and Suspension	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:



- 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.

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:

- 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;
- a change of control of the Access Seeker where control of the Access Seeker is acquired by: (a) a competitor of Vodafone or a company which Vodafone considers to be detrimental to its relationship with the Access Seeker; (b) a company which does not meet Vodafone's credit rating requirements; or (c) gives rise to any other reasonable ground for termination.

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 any Service.

Without prejudice to Vodafone's rights to terminate this Agreement, Vodafone may suspend the Services or part of the Services:

- 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 has the right to terminate this Agreement;
- 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 (including but not limited to Ofcom); or
- for scheduled maintenance and/or scheduled upgrade of the Vodafone Network.



Annexes			
Implementation and Development	Details of Vodafone’s proposed milestones for delivery and implementation of the Services:		
	Implementation Time: Re-sale Access Agreement to be implemented within 3 months + 1 month of contract signature, subject to any delays on the part of the Access Seeker.		
Charges	Implementation stages include:		
	<ul style="list-style-type: none">• Scope and Feasibility• Detailed Design• Implementation• Project Trials• Project Completion		
	Subject to the regulated rates, according to Art. 7, 9 and 12 of the EU Regulation		
	Service	Tariff	Service Description
	Voice MO (Mobile Originated)	0.14 Euro / minute	Mobile Voice Call originated and terminated within the EU territory
	SMS (Short Message Service)	0.03 Euro / event	Short Message Service originated within the EU territory
Data	0.25 Euro / MB	Data traffic originated within the EU territory	
Services Levels	Vodafone is entitled to ask the Access Seeker, prior to the commercial launch, to provide a bank guarantee based on the traffic forecast for the coming twelve months. If traffic volumes change the roaming provider may request the bank guarantee to be changed accordingly.		
	To be agreed between Access Seeker and Vodafone.		
Escalation Procedure	Details of the Escalation Procedures available to the Access Seeker including the Escalation Timeline.		
Management Reports	Details of the management reports provided by Vodafone to the Access Seeker including: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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: <ul style="list-style-type: none">• 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.		



	<ul style="list-style-type: none">• 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.• 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 MVNO 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	<p>The Access Seeker shall comply with its obligations under the Resale Access 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.</p> <p>The parties acknowledge that the Forecasts provided by the Access Seeker under this Agreement are for planning purposes only and shall not constitute binding commitments on the Access Seeker.</p> <p>Such Forecasts shall consist of a 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:</p> <ul style="list-style-type: none">• Base Size – monthly opening & closing base forecast;• Forecast of average user volume of minutes/SMS/MMS/Data/events;• [Forecast of volume of minutes to International switches];• Total monthly gross subscriber additions; and• 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.</p>
Exit Strategy	<p>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").</p> <p>Vodafone shall assist the Access Seeker in migrating the Virtual Services to a replacement service provider or network operator following any notice of termination via:</p> <ul style="list-style-type: none">• the continued provision of the Services for a period up to 6 months from the date of the termination ("Exit Period");• 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 service provider or 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; and• compliance with Vodafone's obligations in the Exit Plan. <p>The 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 Schedule (including, without limitation, compliance with the Exit Plan).</p>