

Wholesale Roaming Access Reference Offer of UAB Bitė Lietuva

1 SCOPE OF THE OFFER

- 1.1 This Reference Offer for Wholesale Roaming Access ('Reference Offer') is prepared by UAB Bitė Lietuva, a company registered in Lithuania (registration number 110688998) whose registered office address is Žemaitės g. 15, LT-03504 Vilnius, Lietuva (hereinafter referred to as „BITE”).
- 1.2 Reference Offer includes the main components, necessary for wholesale roaming access as referred to in Article 3 of Regulation (EU) No 531/2012 of the European Parliament and the Council of 13 June 2012 (hereinafter referred to as the "Regulation") and shall serve as a basis for negotiations of Wholesale Roaming Access agreement (hereinafter referred to as the "Agreement").
- 1.3 Reference Offer is prepared in accordance with the Regulation to provide possibilities for another party (hereinafter referred to as „Access seeker”) to provide regulated roaming services within the Member States of the European Union, the outermost regions of the European Union and countries adopting Regulation (hereinafter all together referred to as “EU”) to their customers by means provided by BITE (hereinafter referred to as “Access”).
- 1.4 The international wholesale roaming services provided by other parties (hereinafter referred to as the “Visited network”) based on the international roaming agreements with BITE covered by the Regulation are referred to as the “Regulated wholesale roaming services”.
- 1.5 Reference Offer can only be requested by Access Seeker, who will serve EU roaming customers with EU numbering resources assigned to the mobile service.

2 SERVICES

As per Regulation, Mobile Network Operators must offer Access for Access Seekers on the territory of EU for Regulated wholesale roaming services.

2.1 Regulated wholesale roaming services:

- 2.1.1 Mobile Originated (MO) roaming calls made from a network within the EU to EU destination except for value added services (VAS) and premium rate numbers;
- 2.1.2 Mobile Originated (MO) Roaming SMS from EU roaming network to EU destinations excluding VAS and premium rate numbers;
- 2.1.3 Mobile data roaming traffic upload/download within EU.

2.2 Services provisioned for Access of Regulated wholesale roaming services:

- 2.2.1 Signaling for access to Regulated wholesale roaming services on the Visited network within EU;
- 2.2.2 GPRS data exchange for access to roaming data services on the Visited network within EU;
- 2.2.3 Authentication of customers for accessing the Visited network and appropriate services within EU;
- 2.2.4 Clearing of wholesale roaming call data records (CDR's) of Access Seeker's customers;
- 2.2.5 Interconnect with Access Seeker to provide information on end-user usage;
- 2.2.6 Provisioning of Near Real Time Roaming Data Exchange (NRTRDE) records received from Visited network to Access Seeker in line with the GSMA permanent reference document (PRD) BA.20, if available and agreed by Visited network.

2.3 The provision of wholesale roaming services to other directions outside the area of EU or other types of wholesale services are not covered by the Regulation, but can be subject to commercial negotiations.

2.4 Any other services requested by the Access Seeker are part of bilateral negotiations. Where the Access Seeker reasonably requests a service to be configured in a different manner from that set out in the Reference Offer, fair and reasonable charges may be levied to cover any additional costs.

2.5 Services provided by BITE will be supplied in accordance to the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP. Availability of the services shall be the same as supplied to BITE subscribers but may depend on the limitations of the Access Seeker.

2.6 Services shall only be made available to individual roaming customers having valid legal relationships with Access Seeker.

3. PRICES

Regulated wholesale roaming services are offered on price set out in the Regulation.

3.1 Regulated wholesale roaming services indicated in under the point 2.1 are charged according to article 7 and 9 of the Regulation:

	From 01.07.2013	From 01.07.2014	Charging Interval
MO roaming calls	0,10 EUR/min	0,05 EUR/min	First interval – 30 seconds, per second thereafter
MO roaming SMS	0,02 EUR/SMS	0,02 EUR/SMS	Per event
Data upload/download	0,15 EUR/MB	0,05 EUR/MB	Per KB

3.2 Services provisioned for Access of Regulated wholesale roaming services are included into the price of Regulated wholesale roaming services.

3.3 Termination fee of resale of termination of incoming voice calls and outgoing SMS messages may be levied from the standard regulated prices. Prices of these services will be provided during the negotiation phase of the Agreement.

3.4 Charges for Triggering of Customized Applications for Mobile Network Enhance Logic (CAMEL) are charged subject to fair and reasonable price negotiated between the Parties according to article 3, part 4 of the Regulation.

3.5 All the services outside of the EU countries are part of bilateral negotiations and will be offered on different, but fair and reasonable prices.

3.6 If services requested by the Access Seeker are out of the scope of the Regulated wholesale roaming services, BITE is allowed to charge extra fee for the implementation of the services. The charge of the implementation is negotiated case by case and agreed bilaterally with the Access Seeker and BITE.

4. REQUIREMENTS FOR ACCESS SEEKER

4.1 A request from Access Seeker shall be considered as reasonable if it contains the following data:

4.1.1 Evidence that the Access Seeker is authorized under its national legislation to provide regulated roaming services in EU.

4.1.2 Traffic forecast for all roaming services applicable to the first 12 (twelve) months from the commercial launch.

4.1.3 Technical information (interfaces and protocols) that proves compatibility with the services offered by BITE under this Reference Offer.

4.2 In addition to the data enclosed to the reasonable request the Access Seeker shall enclose the following documents:

4.2.1 Certificate of Registration or corresponding documentation of the Access Seeker;

4.2.2 Declaration by the legal representatives of the Access Seeker for the readiness of the Access Seeker to establish a bank guarantee;

4.2.3 A reference from the servicing bank of the Access Seeker confirming the Access Seeker`s reputable bank record;

4.2.4 Written documents evidencing the lack of pending tax payments to the state;

4.2.5 Written documents evidencing the lack of pending payment to the insurance funds;

4.2.6 Description of the current business of the Access Seeker.

4.2.7 Annual report of the previous financial year;

4.2.8 Financial figures of the last quarter of the current year;

4.2.9 Contact data of the Access seeker.

4.3 BITE has the right to refuse the request, providing the reason of the refusal to the Access Seeker in writing, in the event:

4.3.1 The Access Seeker does not provide the required documentation according to article 4.1 and 4.2 above, and/or, the required documentation is not signed by duly authorized persons of the Access Seeker;

4.3.2 BITE is to deploy an undue level of resources to implement the Access and it is reasonable to foresee that the implementation costs will not be recovered within a reasonable period of time.

4.4 If the Access Seeker does not eliminate deficiencies or inconsistencies in its request as specified by BITE in line with article 4.1 and 4.2 within the period prescribed by BITE, it is considered that the Access Seeker has revoked its request.

4.5 Access Seeker must have necessary means to handle the following roaming procedures in the forms specified by relevant GSMA standards and permanent Reference Documents (PRDs):

4.5.1 Transferred account procedure – TAP file format;

4.5.2 Fraud prevention procedure - NRTRDE file format.

4.6 Any exchange of information shall be governed by a non-disclosure agreement to be signed between the parties prior to such exchange.

5. MAIN TERMS OF THE AGREEMENT

5.1 BITE shall provide the Access Seeker with a draft Agreement at the latest one month after the initial receipt of reasonable request and in case the request is in compliance with the requirements hereto. For the avoidance of any doubt, the term shall start only after a reasonable request with all the necessary documents is placed.

5.2 Duration of the Agreement

The Agreement comes into force from the date of the signature by duly authorized representatives of BITE and the Access Seeker and, if not terminated for specific cause set out in the Agreement, shall remain in force unless terminated by either party by a written notice six (6) months prior to the expiry date of the Agreement.

5.3 Termination of the Agreement

Each one of the Parties shall be entitled to terminate the agreement

5.3.1 Upon mutual consent with the other Party;

5.3.2 Immediately by means of written notice in case the relevant legislative grounds and/or the respective act of a Regulatory Authority under which the Parties provide electronic communications services has become invalid or has been withdrawn, or in case that all of the activities conducted under the provisions of this act have been terminated as a result of a successive act of competent state authority;

5.3.3 Upon occurrence of Force Majeure events, should these events make the performance of the agreement entirely impossible for a period longer than three (3) months;

5.3.4 Upon initiation of insolvency or liquidation procedures for any of the Parties;

5.3.5 If the other Party performed material breach which is not remedied within a suitable notification period.

5.4 Financial Security

5.4.1 BITE 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.

5.4.2 Separated bank guarantee is applicable for the services outside of the EU territory.

5.4.3 Bank guarantee can be replaced by a cash deposit.

5.4.4 BITE shall have the right to require full or partial payment in advance from the Access Seeker. Continuance of providing the services hereunder be the subject to the Access Seeker making such advance payment.

5.4.5 Failing to provide advanced payment shall entitle BITE at a sole discretion and without liability, to suspend all or parts of the services provided. The amount to be paid in advance shall equal to the forecast amount to be paid by Access Seeker during the three (3) months period.

5.4.6 Failing to pay any amount of an outstanding invoice issued by BITE to Access Seeker within three months period or an outstanding invoice

issued by any creditor other than BITE, or any other payment required under the Agreement on the date due and such failure continues for five (5) business days after Access Seeker's receipt of BITE notice is considered a material breach of the Agreement.

5.4.7 The breach of the financial security procedure is considered to be a Material Breach and entitles BITE to terminate the Agreement.

5.4.8 Upon the occurrence or existence of any Material Breach, automatically and without notice, any outstanding invoice payable by Access Seeker under the Agreement shall become immediately due and payable, without presentment, demand, protest or any other notice of any kind.

5.5 Technical implementation:

5.5.1 BITE shall start technical implementation after the Agreement has been signed.

5.5.2 BITE shall implement technical interfaces and protocols in accordance with the technical specifications defined and adopted by 3GPP (Third Generation Partnership Project), including the ETSI technical specifications defined and adopted by 3GPP.

5.5.3 The Access will be implemented within a reasonable period of time not exceeding three months from the conclusion of the Agreement signature, subject to any delays on the part of the Access Seeker.

5.5.4 BITE shall not be responsible for any delay arising from the Access Seeker's conduct.

5.5.5 If some technical changes are needed this can be an issue that change the cost and time for implementation.

5.6 Termination of services to Access Seekers roaming customers

Notwithstanding anything in the Agreement to the contrary, BITE 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:

5.6.1 Roaming customers using equipment which is defective or illegal;

5.6.2 Roaming customers causing any technical or other problems on BITE Public Mobile Network;

5.6.3 Suspected fraudulent or unauthorized use;

5.6.4 In case the SIM-Cards are used for the purpose of sending commercial SMS;

5.6.5 Authentication of the legal relationship not being possible;

5.6.6 The amount due for real roaming traffic generated by Access Seeker during a respective month equals to more than 70 % (seventy per cent) of the amount of the bank guarantee calculated accordingly to reflect the forecasted traffic for this specific month, unless the Access Seeker provides an update of the bank guarantee;

5.6.7 Non-establishment and/or denial to update/renew the bank guarantee within the specified term in case it is requested after the commercial start of the Agreement;

5.6.8 Suspension for non-payment exceeding 2 months behind the due date;

5.6.9 Maintenance or enhancement of its Public Mobile Network;

5.6.10 In case of a proposed suspension of Services to all roaming customers BITE shall use commercially reasonable efforts to give four (4) weeks written notice (shorter notice may apply given the circumstances related to the suspension) to Access Seeker prior to the suspension taking effect. If the suspension continues for more than six (6) months, Access user shall have the right to terminate the Agreement with immediate effect by written notice.

5.7 Data privacy

5.7.1 Security and data privacy terms are the subject to the regulations and laws of the respective countries of Visited network, BITE and Access Seeker;

5.7.2 Access Seeker 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.

5.8 Dispute resolution shall be in line with Article 17 of the Regulation, a dispute between the Parties providing electronic communications networks or roaming services in a Member State, may use the dispute resolution procedures laid down in Articles 20 and 21 of the Framework Directive (Directive 2002/21/EC), respecting the out-of-court dispute resolution procedures laid down in Article 34 of the Universal Service Directive (2002/22/EC).

6 . SIGNATURES

Place Vilnius, Lithuania

Place

Date

Date

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For Bite Lietuva

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For Access Seeker

Mr. Frederick William Hrenchuk
CEO, BITÉ Group

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Mr. Nikita Sergienko
CFTO, BITÉ Group