



Orange Polska S.A.  
Reference Offer  
for Wholesale Roaming Access

Valid as of 4 January 2019

## INTRODUCTION

This document defines the terms and conditions of the wholesale roaming access services provided by Orange Polska S.A. to other telecommunications companies, and it defines the terms and conditions for cooperation in this respect. The offer is the basis for future bilateral arrangements, the outcome of which will be set forth in a signed agreement.

The offer is addressed to entrepreneurs who are entitled to apply for roaming access services under the Regulations and who are licensed to provide roaming services in at least one State of the European Economic Area (hereinafter referred to as Access Seekers), and it covers:

- direct wholesale roaming access services (*Direct Access*);
- roaming service resale by Orange Polska S.A. (*Resale Access*).

Depending on the business profile, an Access Seeker can make use of the offer as to:

- Access to the telecommunications roaming services provided to foreign partners on the network of Orange Polska S.A. in Poland. The scope of services offered is described in detail in the individual addendum of Orange Polska S.A. which is enclosed as an annex to the wholesale access agreement signed with the Access Seeker.
- Resale of the telecommunications roaming services provided on the networks of Orange Polska roaming partners in the European Economic Area. The scope of services offered for resale arises from the roaming agreements signed by Orange Polska with its foreign partners and it changes depending on the scope of services provided to Orange Polska. Access to networks of roaming partners operating in countries outside the European Economic Area may be the subject of additional arrangements between Orange Polska and an Access Seeker.

Due to the scope of business relations and the type of services provided, the draft agreement presented by Orange Polska will include provisions obligating the parties to abide by generally applicable laws, including those related to personal data protection and protection of the data covered under telecommunications secrecy.

This Offer is not an offer as defined by the Civil Code.

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## TERMS AND DEFINITIONS

**“Direct wholesale roaming access”** – according to the Roaming Regulation, this means the making available of facilities or services by a mobile network operator to another undertaking, under defined conditions, for the purpose of that other undertaking providing regulated roaming services to roaming customers.

**“Wholesale roaming resale access”** – according to the Roaming Regulation, this 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.

**“HUR” (High Usage Report)** means an anti-fraud prevention report containing data about the value of the roaming traffic generated by the customers of a Telecommunications Company on Orange network above the agreed limits.

**“Wholesale roaming access”** means direct wholesale roaming access or wholesale roaming resale access, according to Article 3 of the Roaming Regulation.

**“Roaming customer”** means a customer of a roaming provider of regulated roaming services, by means of a terrestrial public mobile communications network situated in the European Union, whose contract or arrangement with that roaming provider permits European Union-wide roaming.

**“NRTRDE”** (Near Real-Time Roaming Data Exchange) means anti-fraud prevention reports about the volume of the voice traffic generated by the customers of a Telecommunications Company on Orange network above the agreed limits.

**“Roaming partner”** means a mobile network operator from a country other than Poland on whose network a roaming service offered for resale on a wholesale basis to Telecommunications Companies applying for such resale is provided based on an agreement signed by Orange Polska.

**“Access Seeker”** is any undertaking which is entitled, under the law of the EU Member State in question, to provide roaming services to roaming customers in that Member State and has the right to wholesale roaming access under the terms of Article 3 of the Regulation, in order to provide services to EU’s roaming customers.

**“Regulated roaming call”** means a mobile voice telephony call made by a roaming customer, originating on a visited network and terminating on a public communications network within the EU or received by a roaming customer, originating on a public communications network within the EU and terminating on a visited network.

**Orange or Orange Polska** – Orange Polska S.A.

**“RCF”** (Roaming Call Forwarding) means a service involving international forwarding of a call to a Customer staying within the range of a network visited while roaming.

**“Union-wide roaming”** means the use of a mobile device by a roaming customer to make or receive intra-Union calls, to send or receive intra-Union SMS messages, or to use packet switched data communications, while in a Member State other than that in which the network of the domestic provider is located, by means of arrangements between the home network operator and the visited network operator.

**“Roaming Regulation”** or **“Regulation”** means Regulation (EU) No. 2017/920 of the European Parliament and of the Council of 17 May 2017 amending Regulation (EU) No. 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the European Union.

**“Home network”** means a public communications network located within an EU Member State and used by the roaming provider for the provision of regulated retail roaming services to a roaming customer.

**“Visited network”** means a terrestrial public mobile communications network situated in an EU Member State other than that of the roaming customer’s domestic provider that permits a roaming customer to make or receive calls, to send or receive SMS messages or to use packet switched data communications, by means of arrangements with the home network operator.

**OPL Network** means a public mobile telephone network operated by Orange Polska S.A.

**“TAP”** (Transferred Account Protocol) means a specification describing the standards for exchange of roaming billing information.

**“Inter-Operator Tariff”** (IOT) means a tariff used for roaming billing purposes that is offered by Orange Polska to a Telecommunications Company.

**“Regulated data roaming service”** means a roaming service enabling the use of packet switched data communications by a roaming customer by means of his mobile device while it is connected to a visited network. A regulated data roaming service does not include the transmission or receipt of regulated roaming calls or SMS messages, but does include the transmission and receipt of MMS messages.

**“Regulated roaming SMS message”** means an SMS message sent by a roaming customer, originating on a visited network and terminating on a public communications network within the EU or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network.

PART 1 OFFER FOR DIRECT WHOLESALE ROAMING ACCESS ON THE NETWORK OF ORANGE POLSKA FOR FOREIGN PARTNERS (DIRECT ACCESS)

1.1 The procedure for signing a Direct Wholesale Roaming Access Agreement

Direct wholesale roaming access within OPL network is provided based on an international roaming agreement signed by an Access Seeker and by Orange Polska following the Access Seeker's written application delivered against receipt to the following address:

Orange Polska S.A.  
Carriers Market  
Al. Jerozolimskie 160  
02-326 Warsaw

Orange Polska and the Access Seeker undertake to sign a Non-Disclosure Agreement (NDA) before exchanging confidential information.

With the application, the Access Seeker ought to send documents confirming they are entitled to apply for the wholesale roaming access provided for in the Regulation and to exercise the rights specified in Article 3 of the Regulation.

Confirmation of entry in the register of telecommunications companies kept by the competent authority in the country of the Access Seeker's registered office.

In response to the application, Orange Polska provides the Access Seeker with a draft of the international roaming agreement no later than within the month following the receipt of the application sent by the Access Seeker. The draft agreement includes Orange Polska individual addendum, which sets forth the details of roaming service provision by Orange Polska, and a technical specification document for Orange Network.

Orange Polska individual addendum includes in particular:

- contact details of people handling the provision of wholesale roaming access
- list of services available on Orange Polska Network
- Inter-Operator Tariff and the rules of calculating the charges (pursuant to the Regulation)
- identification of Orange Polska bank accounts for settlement of payments
- basic telephone numbers connected with customer service in Poland
- basic billing information and information related to fraud prevention

Amendments to Orange Polska individual addendum are introduced and made available by Orange as needed but not more often than once a month, with the effective date on the first day of the next month. Amendments arising from legal regulations are an exception; they are announced and implemented as legally required.

The technical specification of Orange Network includes information that makes it possible to adapt the Access Seeker's technical configuration to the conditions of Orange; the specification is updated as Orange network develops.

An Access Seeker will provide an agreed number of the SIM cards to Orange for roaming tests. Verification will cover the appropriateness of the services provided by Orange and the correctness of their handling by visiting cards, especially:

- calls made
- calls received
- call forwarding
- service barring
- sending and receipt of SMS messages
- data transmission
- prepaid services

The scope of tests may become a subject of individual arrangements between the parties. SIM cards remain active at Orange Polska disposal throughout the whole term of the roaming access agreement.

Once tested and ready to activate, the wholesale international roaming access service will be implemented and provided on a commercial basis to an Access Seeker after the signing of a wholesale roaming access agreement on the day as agreed by the parties and confirmed in a bilaterally signed letter ("Commercial Launch Letter"). The wholesale roaming access agreement will be implemented within the three months following the day of its signing by duly authorised representatives of Orange Polska and the Access Seeker. The period referred to in the previous sentence may be extended in the case of delays on the part of the Access Seeker.

The agreement negotiation and implementation deadlines apply only to such applications for direct wholesale roaming access that do not include elements outside of the scope of this reference offer. Negotiation and implementation deadlines for other applications will be agreed via individual negotiations.

## 1.2 Scope of services

The offer of wholesale roaming access applies to telecommunications companies who are running a registered business activity in the European Union and intend to provide Orange Polska S.A. services to their customers from the EU/EEA. Telecommunications Companies' customers from outside the European Union will be handled according to a proper dedicated standard Inter-Operator Tariff of Orange Polska. Details will be agreed within a wholesale roaming access agreement, during the signing of which the Telecommunications Company will be asked to declare the structure of the traffic generated by their customers visiting Orange network.

Direct wholesale roaming access is provided within the scope of services offered by Orange Network. The offer of direct wholesale roaming access includes:

- Voice services (incoming and outgoing calls)
- calls to emergency numbers (e.g. 112, emergency service, fire brigade, police)
- CAMEL services
- transmission of faxes
- sending and receipt of SMS messages
- sending and receipt of MMS messages
- videotelephony calls
- transmission of billing information in the form of billing files (TAP)
- sending reports on any use above the agreed standards (HUR/NRTRDE)
- data transmission
- display of calling numbers
- forwarding
- waiting calls, putting calls on hold, conference calls

The scope of services is set forth in detail in Orange Polska individual addendum, enclosed as an annex to the wholesale roaming access agreement. The scope of services will be updated as Orange Network develops.

Orange Polska will make sure the services specified above are provided in a quality not worse than the quality of services provided to Orange own subscribers and to customers of other roaming partners visiting Orange Network.

## 1.3 Technical aspect of wholesale roaming access provision

Orange Polska S.A. provides the Access Seeker with a technical specification for Orange Network which includes all the parameters necessary for the Access Seeker to work with Orange in provision of telecommunications services (annex 2 to the wholesale roaming access agreement). The Access Seeker implements the required parameters in their systems. Implementation is verified in roaming tests performed prior to commercial service launch according to the test scripts described in annex 3 to the agreement.

Orange Polska S.A. gives the Access Seeker a possibility of receiving early warnings of non-standard use of telecommunications services by their customers who use Orange network (High Usage Reports – value-related reports or Near Real-Time Data Roaming Exchange – quantitative reports). Detailed procedures will be agreed in a bilateral arrangement depending on the technical capabilities of the Access Seeker.

Should new technical solutions related to wholesale roaming access appear in the Orange network, the Parties will discuss, via bilateral negotiations, the possibility of their implementation and the realistic dates.

#### 1.4 Charges for traffic in direct wholesale roaming access

The roaming traffic generated on Orange network by Access Seeker's customers will be charged as specified in Orange Polska S.A. Inter-Operator Tariff presented in the individual addendum to the wholesale roaming access agreement; the charges may not exceed the limits determined in Regulation (EU) No. 2017/920 of the European Parliament and of the Council of 17 May 2017 amending Regulation (EU) 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. According to the Regulation, starting from 4 January 2019 charges will be as follows:

Service	Billing unit	Price
Outgoing calls (voice calls, CSD transmission, fax transmission)	30 seconds, then every 1 second	PLN 0.1346 per 1-minute call
SMS message	message	PLN 0.0420
Data transmission	1 KB	PLN 0,01918 per 1 MB of data

Orange Polska S.A. tariff will be successively updated in Orange Polska S.A. documents and systems according to the calendar of the changes that are presented in the Regulation. Details tariff information and prices of services other than regulated services will be provided to an Access Seeker according to the business model established at the negotiation stage.

Changes to Orange Polska S.A. Inter-Operator Tariff can be individually negotiated by an Access Seeker, on commercial terms.

Calls received by an Access Seeker's customers within Orange network are free of charge but if a traffic structure is detected which indicates a scenario where a call is made by a Telecommunications Company's customer and return traffic is generated, such traffic will be charged according to the tariff for outgoing calls reduced by the current rate for call termination on Orange network. Such structure means a ratio of received calls time to outgoing calls time of 4:1.

The test traffic generated in the period preceding the commercial opening of roaming access is free of charge. Test traffic generated in the commercial term of the agreement is subject to invoices issued according to a standard procedure; however, if the value of this traffic exceeds PLN 250 per month, the Access Seeker has the right to claim reimbursement for the value exceeding this amount.

Charges for provision of wholesale roaming access will be settled every month for the previous calendar period via a payment to Orange Polska S.A. bank account specified in the agreement.

#### 1.5 Securities

To secure the claims arising from non-performance or improper performance of a wholesale roaming access agreement, the Access Seeker will provide Orange with a security in a form as agreed and specified by the Parties in the agreement. The forms of financial security accepted by Orange are:

- a. a Bank Guarantee, issued by a bank accepted Orange Polska, which makes it possible to receive the overdue amount and all the related amounts upon the first request;
- b. a Cash Deposit in Orange Polska bank account.

An Access Seeker that starts working with Orange Polska must present the required security in the form as agreed with Orange no later than 15 (fifteen) business days before the planned launch of its cooperation with Orange. Absence of such a security suspends the launch of the wholesale roaming access service. Orange will only accept bank guarantees issued by a bank whose position, financial situation, rating etc. guarantee exercising the powers under the bank guarantee. Orange may refuse to accept a bank guarantee or demand a new bank guarantee issued by another bank if the bank's situation raises doubt as to the chance of exercising the powers under the guarantee.

The initial amount of the security will be € 100,000 (one hundred thousand euro) or its equivalent in another currency converted according to the current exchange rates announced by the National Bank of Poland. An Access Seeker must establish a security and keep renewing it throughout the whole term of the agreement, and the value of the security must



not be lower than € 100,000 or the value of three invoices issued by Orange Polska to the Access Seeker, whichever is higher. The costs of establishing the security will be borne by the Access Seeker.

Should Orange Polska have used the security in whole or in part, the Access Seeker must each time, within the 7 (seven) business days following the day on which Orange used the security, supplement (renew) the security to the agreed amount or provide a new security for an amount and on the terms as specified by the Parties.

Should any provisions of the agreement that are related to the security be breached, Orange may stop providing the wholesale roaming access service if:

- the value of the handled traffic exceeds the value of the security by 20% of more;
- the Access Seeker fails to renew a security used in the settlement process or fails to update its amount as appropriate for the current volume of handled traffic within the 7 days following the day of a relevant request from Orange Polska.

## 1.6 Quality requirements

To ensure appropriate service provision level for the Subscribers connected to the network, Orange will apply the requirements related to the quality of voice transmission, the quality of digital transmission and the quality of traffic handling according to the recommendations of ITU-T on the same level as service level provided to own end-users of Orange Polska.

## 1.7 Term of the agreement

The direct wholesale roaming access agreement is normally signed for an indefinite period; Orange intends to introduce a standard requirement of submitting a notice of termination six months in advance. The agreement may also include additional contractual provisions specifying a right to terminate the agreement upon prior notice on other terms, for instance in the following cases: irreparable material breach of the agreement, loss of rights to run operations in the scope required to perform the obligations under the agreement, insolvency or bankruptcy.

## PART 2: OFFER FOR WHOLESALE ROAMING RESALE ACCESS

### 2.1 Procedure for signing a wholesale roaming resale access agreement

Wholesale roaming resale access is provided to Access Seekers based on a wholesale roaming resale access agreement.

The process of establishing the terms and conditions of the agreement starts with an Access Seeker's written application delivered against receipt to the following address:

Orange Polska S.A.  
Carriers Market  
Al. Jerozolimskie 160  
02-326 Warsaw

Orange Polska and the Access Seeker undertake to sign a Non-Disclosure Agreement (NDA) before exchanging confidential information.

Along with the application, an Access Seeker ought to send the following information:

- Documents confirming they are entitled to apply for wholesale roaming access and to exercise the rights provided for in Regulation (EU) No. 2017/920 of the European Parliament and of the Council of 17 May 2017.
- Confirmation of entry in the register of telecommunications companies kept by the competent authority in the country of the Access Seeker's registered office.
- Comprehensive information about the desired model of working with Orange.

In response to the application, Orange provides the Access Seeker with a draft of the international roaming agreement no later than within the month following the delivery of the application by the Access Seeker to Orange, as long as the application includes solely the elements covered hereunder.

In the case of non-standard applications and expectations outside of the scope of the Reference Offer, Orange will make every effort to provide a draft wholesale roaming resale access agreement as soon as reasonably practicable, depending on the degree of complication of the matter.

Once ready to launch, the wholesale roaming resale access service will be implemented and provided on a commercial basis to the Access Seeker after the signing of a wholesale roaming resale access agreement on the day as agreed by the parties thereto. The wholesale roaming access resale access agreement will be implemented within the three months following the day of its signing by duly authorised representatives of Orange and the Access Seeker. The period referred to in the previous sentence may be extended in the case of delays on the part of the Access Seeker.

### 2.2 Scope of services

The offer for wholesale roaming resale access applies solely to Access Seekers entitled to apply for access.

Wholesale roaming resale access is provided within the scope of services offered by Orange Polska. The offer for wholesale roaming resale access includes:

- voice services (incoming and outgoing calls)
- calls to emergency numbers (112, emergency services, fire brigade, the police)
- CAMEL or callback services, depending on the availability of technologies at Orange Polska. Roaming Partners
- transmission of faxes
- sending and receipt of SMS messages
- sending and receipt of MMS messages
- videotelephony calls
- transmission of billing information in the form of billing files (TAP)
- sending reports on any use above the agreed standards (HUR/NRTRDE)
- data transmission

- display of calling numbers
- forwarding
- waiting calls, putting calls on hold, conference call

If there is a need for network interconnection between the Parties, the Parties will undertake negotiations to agree on the technical terms and conditions of providing the interconnection. An interconnection agreement is not an element of this Reference Offer and it is signed as a result of separate negotiations.

Should new technical solutions related to wholesale roaming resale access appear on the Orange network, the Parties will discuss, via bilateral negotiations, the possibility of their implementation along with implementation costs and dates.

### 2.3 Quality requirements

To ensure appropriate service provision level for the subscribers connected to the network, Orange Polska will apply the requirements related to the quality of voice transmission, the quality of digital transmission and the quality of traffic handling according to the recommendations of ITU-T; Orange guarantees a quality of service for the Access Seeker (SLA – Service Level Agreement) according to the following rule: the level of services provided to end customers of an Access Seeker will not be lower than the level of services provided to Orange Polska customers of prepaid services.

### 2.4 Charges for telecommunications traffic in wholesale roaming resale access

Charges for regulated roaming calls do not exceed the maximum charges specified in the Regulation.

Charges for other telecommunications roaming traffic are the subject of individual arrangements between the parties. A charge established according to the “retail minus” method based on the Roaming Service Price List for Orange Polska subscribers will be used as reference in negotiations.

Table 1

Service	Billing unit	Price
Outgoing calls (voice calls, CSD transmission, fax transmission)	30 seconds, then every 1 second	PLN 0.1346 per 1-minute call
SMS message	message	PLN 0.0420
Data transmission	1 kB	PLN 0,01918 per 1 MB of data
RCF – international Remote Call Forwarding (voice, CSD transmission and fax transmission) from Orange Polska to a roaming partner from Zone 1 (EU+EEA) whose network is used by a subscriber of the Telecommunications Company	every 1 second following the beginning of the call	PLN 0.0454

### 2.5 Charges for other services related to provision of wholesale roaming resale access

To duly perform the wholesale roaming resale access agreement, Orange Polska may, as agreed with the Access Seeker, provide (depending on the business model adopted by the Parties) the following support services:

- a) If the Access Seeker is to provide the service according to the “Service Provider (Light MVNO)” model:
  - The service of maintaining SIM cards (the scope of services depends on individual arrangements with the Access Seeker)
  - Services involving the provision of Services under the Duties related to National Defence, Security and Public Order
  - Customer Service Support (2<sup>nd</sup> and 3<sup>rd</sup> line support)
  - Mobile number portability (MNP) process
  - Wholesale SIM barring

- Number range
  - Delivery of SIM cards
  - Other services as agreed by the Parties
- b) If the Access Seeker is to provide the service according to the “Full MVNO” model:
- Services involving the provision of Services under the Duties related to National Defence, Security and Public Order
  - Other services as agreed by the Parties

Since a wholesale roaming resale access agreement can be signed in configurations other than those specified above (depending on the expectations of the Access Seeker and commercial negotiations), Orange Polska states that the final scope and implementation cost of the mechanisms related to providing wholesale roaming resale access will be agreed by the Parties in a potential additional hosting agreement.

In the case of Access Seekers who are not the customers of Orange Polska S.A. hosting services, charges for the above-mentioned support services will be communicated to the Access Seeker once a Non-Disclosure Agreement (NDA) is signed. The prices referred to in the previous sentence will be communicated no later than within the month following the day on which the application was sent by the Access Seeker.

## 2.6 Prevention of telecommunications frauds

Parties to a wholesale roaming resale access agreement shall not undertake, support, facilitate or encourage any activities that can be considered telecommunications frauds. The parties will take reasonable and justified actions to prevent telecommunications frauds.

## 2.7 Required financial securities

To secure the claims arising from non-performance or improper performance of a wholesale roaming resale access agreement, the Access Seeker will provide Orange Polska with a security in a form as agreed and specified by the Parties in the agreement. Orange accepts the following forms of securing the Access Seeker's financial obligations under the agreement:

- a. a Bank Guarantee, issued by a bank accepted by Orange, which makes it possible to receive the overdue amount and all the related amounts upon the first request;
- b. a Cash Deposit in Orange Polska S.A. bank account.

An Access Seeker that starts working with Orange must present the required security in the form as agreed with Orange, no later than 15 (fifteen) business days before the planned launch of its cooperation with Orange. Absence of a security suspends the provision of services under the wholesale roaming resale access agreement by Orange. Orange will accept bank guarantees issued by a bank whose position, financial situation, rating etc. guarantee exercising the powers under the bank guarantee. Orange may refuse to accept a bank guarantee or demand a new bank guarantee issued by another bank if the bank's current situation raises doubt as to the chance of exercising the powers under the guarantee.

The initial amount of the security will be € 100,000 (one hundred thousand euro) or its equivalent in another currency converted according to the current exchange rates announced by the National Bank of Poland. An Access Seeker must establish a security and keep renewing it throughout the whole term of the wholesale roaming resale access agreement, and the value of the security must not be lower than € 100,000 or than the value of three invoices issued by Orange to the Access Seeker, whichever is higher. The costs of establishing the security will be borne by the Access Seeker.

Should Orange have used the security in whole or in part, the Access Seeker must each time, within the 7 (seven) business days following the day on which Orange used the security, supplement (renew) the security to the agreed amount or provide a new security for an amount and on the terms as specified by the Parties.

If:

- the value of the handled traffic exceeds the value of the security by 20% of more,

- the Access Seeker fails to renew a security used in the settlement process or fails to update its amount as appropriate for the current volume of handled traffic within the 7 days following the day of a relevant request from Orange,
- the Access Seeker is in arrears with payments and fails to settle the overdue payments within the additional period of 21 days following the receipt of a request for payment,

Orange may suspend or stop providing services under the wholesale roaming resale access agreement.

## 2.8 Term of the agreement

A wholesale roaming resale access agreement is signed for a period as agreed by the parties; normally the term is the 12 months following the commercial launch date. Orange intends to introduce a standard requirement of submitting a notice of termination six months in advance. The agreement may also include additional contractual provisions specifying a right to terminate the agreement upon prior notice on other terms, for instance in the following cases: irreparable material breach of the agreement, loss of rights to run operations in the scope required to perform the obligations thereunder, insolvency or bankruptcy.