Summary of terms and conditions of the Re-Sale Agreement

Between Access Seeker and Vodafone Omnitel NV

Recital	A. Vodafone is a mobile network operator which offers mobile network services to third parties for resale to their own customers B. 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.
Term	The initial period and the duration of the Contract will be negotiated between the Parties
Services	• Voice (MOC, MTC), SMS, Data and additional services • Fraud prevention procedures and bank guarantee • Wholesale billing • Provisioning/barring • Contract management • Real time billing – CAMEL • Troubleshooting and wholesale customer service
Branding and Virtual Services	The Company 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 Company's Marks. The Company 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.
Customer Information and Data Protection	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. The Company 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. The Parties confirm that they shall comply with data protection and/or privacy regulations/laws applicable in their respective countries.
Termination and Suspension	Termination and suspension clauses will be negotiated between the Parties

Annexes	
Implementation and Development	Details of Vodafone's proposed milestones for delivery and implementation of the Services Implementation Time: Access Agreement to be implemented according to terms and conditions of the EU Regulation n. 531/2012, subject to any delays on the part of the access seeker. Implementation stages include: 1. Scope and Feasibility 2. Detailed Design 3. Implementation 4. Business Simulation 5. Project Completion
Charges	Subject to the EU Regulation
Services Levels	Service Levels will be negotiated between the Parties
Management Reports	Reporting and information exchange will be negotiated between the Parties and implemented according to the Detailed Design of the solution
Security Requirements	Details of information provided by MVNO relating to: Organisational Security Personnel Security Physical and Environmental Communications and Operations Management Access Control
Traffic Transformation	MVNO shall commit to adopt in its general contractual conditions, valid for its Customers, suitable prohibition clauses and appropriate remedies, so that the MVNO Customers or third parties in general, including parent companies, subsidiary companies, or companies in any way connected to MVNO, either directly or indirectly, do not carry out Traffic Transformation activities as defined between Parties. Vodafone may carry out Traffic Transformation survey activities. In the event Vodafone reports Traffic Transformation behaviors by MVNO or by MVNO SIM cards, Vodafone shall communicate to MVNO the list of MSISDN and/or IMSI associated with those SIM cards and request MVNO to immediately suspend MVNO Services for them. Additional obligations and measures related to the above will be negotiated between the Parties.
Forecast	MVNO shall provide Vodafone all the information and estimates on traffic figures, number of customers, provisioning volumes and forecasting of SIM orders related to the MVNO commercial Service offer. The information and estimates shall be supplied to Vodafone by MVNO on a quarterly basis and shall apply to the 12 (twelve) subsequent months. MVNO hereby commits to making its best effort and good faith when estimating traffic figures pursuant to the above. Additional obligations and measures related to the above will be negotiated between the Parties.
Exit Strategy	Exit strategy will be negotiated between the Parties.