

# **SERVICE PROVIDER AGREEMENT**

**(Mobile Prepaid)**

**Telenor A/S  
Frederikskaj  
DK-1780 Copenhagen V**

**CVR No. 1943692**

(hereinafter Telenor)

and

**[Service Provider A/S]  
[Address]  
[ZIP City]**

**CVR No. XX XX XX XX**

(hereinafter “the Service Provider”, “Service Provider” or “SP”)

Hereinafter individually referred to as the Part and collectively as the Parties have today made the following Service Provider Agreement:

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## Preamble

This agreement is entered by the following parties, in accordance with Act on Competitive Condition and Consumer Interest in the Telecommunications Market (Act nr. 418 of 31<sup>st</sup> May 2002 as amended by act no. 420 of 6<sup>th</sup> June 2002 and act no. 450 of 10<sup>th</sup> June 2003):

Telenor A/S under a license awarded by the Danish Government has established and operates a GSM 900 network in Denmark (the “GSM network”) with related basic services and offers mobile telecommunications services from the GSM network to the public.

Telenor A/S under a license awarded by the Danish Government has established and operates a RLL DCS 1800-network in Denmark (the “DCS2 network”) with related basic services and offers mobile telecommunications services from the DCS2 network to the public

Telenor A/S under a license awarded by the Danish Government is establishing and operating a terrestriel Universal Mobile Telecommunications System IMT-2000 3G network in Denmark (the “3G network”) with related basic services and offers from the 3G network to the public.

Telenor wishes to provide the Mobile Service Provider product, and the Service Provider wishes to purchase from Telenor the Mobile Service Provider product whereby the Service Provider’s subscribers will be able to roam on Telenor’s network as specified in **Clause 4**.

The agreed telecommunication services are related to the Mobile Service Provider setup and no other direct or indirect connections the Parties might have.

In consideration of the above-mentioned premises, the Parties hereby agree on the following terms and conditions (hereinafter referred to as the Agreement):

The Parties have been made aware that Telenor will report the content of the Agreement to the Danish Competition Regulator subject to imposing duties of confidentiality, to the extent required by Danish Law.

## 1. Definitions

In this Agreement, the following definitions shall have the following meanings:

Agreement	shall mean this Service Provision Agreement together with the Annexes attached hereto as may be amended from time to time;
CDR	shall mean Call Detail Record as defined in Annex 3 hereto;
Commercial launch	shall mean the date the Service Provider make its Services available to the public through any marketing material.
Customers	shall mean the Service Provider's customers in respect of one or more Services;
Effective date of termination	shall mean the last working day in the Termination Period
Licenses	shall mean the licenses awarded to Telenor to operate the Networks;
Networks	shall mean the network of the Service Provider and Telenor as an entity.
OCH	Operators Clearing House
Operator	shall mean a telecommunications operator offering telecommunications services
Off peak hour	shall mean all other times than Peak hour and national holidays.
Peak hour	shall mean Monday to Friday from 08.00 a.m. to 07.30 p.m.
Postpaid GSM products and services	shall mean the telecommunication services which Telenor offers to the Service Provider through or in connection with the Networks as mentioned in Appendix 2a;

Prepaid GSM products and services	shall mean the telecommunication services which Telenor offers to the Service Provider through or in connection with the Networks as mentioned in Appendix 2b;
RFS	Ready For Service (fully operational product)
Services	shall mean the telecommunication services the Service Provider offers to the public by making use of the Networks;
SIM data file	shall mean the file produced by Telenor including information on the SIM cards as defined in Appendix 2.
SP Calls	shall mean calls that originate from one Customer and terminates at another Customer, excluding - until TAP 3 is implemented - Customers with a GSM subscriber number that has been imported to the Service Provider from another telecommunication provider.
System	shall mean the telecommunication systems operated by Telenor under the Licenses;
TAP file	shall mean Transferred Account Procedure as defined and described in the GSM Association Permanent Reference Documents.
Tariff	shall mean Telenor's list of charges to the Service Provider for GSM products and services and for the access to the Networks attached hereto as Annex 2;
Termination period	shall mean, the period from termination notice is given by one of the parties in any current month and one (1) year forth.
Traffic	shall mean outgoing and ingoing traffic units originating from the Service Provider end-users in the Telenor network and traffic units to the Service Provider subscribers in Telenors network. Traffic means minutes, SMS, MMS and data.

## **2. Interpretation**

- 2.1 References in this Agreement to The Service Provider and Telenor shall include their respective employees, agents and successors (whether by operation of law or otherwise) and permitted assigns.
- 2.2 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 2.3 In the event and to the extent only, of any conflict between the Clauses, and the Appendices, the Clauses shall prevail over the Appendices.

## **3. Scope of the agreement**

- 3.1 Subject to the terms and conditions of this Agreement Telenor hereby grants the Service Provider the right to make use of the Networks in order to provide its Customers with the Services in its own name and on its own account.
- 3.2 The Service Provider's right pursuant to this agreement is non-exclusive. Telenor shall be entitled to co-operate with other service providers, dealers or agents and may make agreements directly with end users, and the Service Provider is entitled to co-operate with other companies, including network operators.
- 3.3 This Agreement is subject to the following rules and regulations, as amended or replaced from time to time:
  - a) Danish on Competition- and Consumer related issues in the Telecommunication sector (Act no. 780 of June 28th 2007 as amended by act no. 325 of April 30th 2008 and act no. 479 of July 17th 2008);
  - b) Danish Executive Order no 930 on Interconnection etc. of November 19th 2002;
  - c) Danish Executive Order no. 572 on Certain Matters on Interconnection of June 22nd 2000;
  - d) License to establish and operate a public GSM mobile communications network in Denmark, awarded on February 28th 1997 to Dansk MobilTelefon I/S;
  - e) License to establish and operate a public DCS 1800 network in Denmark, awarded on June 12th 1997 to Telenor A/S
  - f) License to establish and operate a public 3G network in Denmark, awarded on December 19th 2005 to Telenor A/S

## **4. Service Providers services and obligations**

- 4.1 The Service Provider shall be given access to the Networks and the GSM Products and Services mentioned in Appendix 2 to the same extent as Telenor at any time is giving other service providers access to the Networks.
- 4.2 Access to the Networks shall be obtained when a GSM subscriber number is paired with a SIM card.
- 4.3 The Service Provider shall handle Number Portability through direct connection to the Operators Clearing House in Denmark (OCH). Any cost in this connection shall be borne by the Service Provider.
- 4.4 The Service Provider shall market and sell the Services in its own name and its own account and shall set its own conditions of sale in regard to prices and conditions.
- 4.5 The Service Provider may market the Services by using third parties acting as agents or dealers of the Services, but shall remain solely responsible for the proper fulfilment of its obligations under this Agreement.
- 4.6 The Service Provider undertakes to generate every calendar year at least 65% of the Traffic it generated in the previous year in the Networks. If the Service Provider does not generate such 65% of the previous year's Traffic, the Service Provider shall pay a sum to Telenor equivalent to the difference between the amount paid in connection with the actually generated Traffic and amount which would have been paid if such 65% of the previous year's Traffic had been generated by the Service Provider. The sum will be set in accordance with the Tariff of the calendar year in which the Service Provider failed to generate 65% of the previous year's Traffic and the Traffic pattern (peak/off peak, call destination (international/national) etc.) for the previous year shall be used in the calculation.
- 4.7 The above shall take effect if in any given month the Service Provider once has reached 25.000 active Mobile End-users. If, however, the Traffic generated by the Service Provider in the previous calendar year was less than 65% of the traffic generated by it the year before, the average amount of Traffic generated by the Service Provider in the Networks over the past three (3) calendar years shall form the base level for calculation of any shortfall in accordance with the foregoing paragraph until more than 65% of the base level is generated
- 4.8 Notwithstanding the foregoing, for a given year of the Agreement, the Service Provider shall not be required to satisfy its minimum Traffic obligation or compensate Telenor for failure to satisfy such obligation, if and only if Telenor fails to generate in such given year at least 65% of Telenor's total mobile wireless traffic





for the previous year, measured by the total number of mobile wireless minutes of Telenor on the Networks for such previous year.

- 4.9 After a period of one (1) year after the Service Providers commercial launch, the Service Provider shall at any given time have at least five thousand (5.000) Mobile End-users on the Networks

## 5. Telenor services and obligations

- 5.1 Telenor shall provide the Services defined in **Appendix 2**.
- 5.2 Telenor shall use its best efforts to inform the Service Provider by prior notice of four (4) weeks of any major alterations, modifications or improvements which may affect the use of the Networks and/or the GSM products and services and/or the coverage or proposed changes in the technical specifications and features which may affect the use of the Services. Such changes must not remove the access for the Service Provider to perform the activities mentioned in Annex 4, through the On-line System or the API interface.
- 5.3 In any case, Telenor shall use its best effort to inform the Service Provider by a prior notice of no less than three (3) months in case of planned changes to the billing procedures that may have any detrimental effect on the Service Provider's billing of its customers.

## 6. Applicable charges

- 6.1 The charges payable for the provision of the Telecommunications Services shall be calculated in accordance with the charges specified in **Appendix 3a-3e**.
- 6.2 All charges payable by the Service Provider are exclusive of value added tax and any other sales taxes, duties or levies imposed by any authority, government or governmental agency in Denmark. In case such a tax, duty or levy will be due the invoicing Part will add the respective amount to the invoice. All other taxes, duties or levies are included in the charges.
- 6.3 Voice traffic shall be charged in one second increments, for each second of Conversation Time of each Call, or fraction thereof.
- 6.4 Telenor may increase its charges detailed in **Appendix 3a, 3b and 3e** at ninety (90) days written notice, on which the increase shall become effective. Telenor may increase its charges detailed in **Appendix 3c and 3d** at thirty (30) days written notice, on which the increase shall become effective. Increase of charges listed in

**Appendix 3a-3e**, which exceeds the inflation rate since the previous alterations, shall be negotiated by the Parties to come to a mutual understanding. Where either the Service Provider or Telenor wish to decrease agreed charges, both Parties can agree to an advance notice period shorter than ninety (90) days.

- 6.5 Either Part may initiate a review of the relevant charges if the actual traffic volume is materially different from the forecast or in the absence of a forecast for the relevant period is materially different from the volume received during the preceding quarter from the other Part's System.
- 6.6 Telenor will deliver CDR's files to the Service Provider with the use of TAP (Transferred Account Procedure) according to the description in **Appendix 4**.

## 7. Invoicing and Terms of payment

- 7.1 Telenor shall register and keep accurate Call Data Records (CDRs). Telenor shall no later than the 10th day in a month send an invoice for the previous billing period and information stating the traffic exchanged in the previous Billing Period. This information shall contain information for all CDRs. This information shall be provided via e-mail/mail.
- 7.2 The terms of payment for each Billing Period shall be thirty (30) days from the date of invoice and payment shall be made in accordance with the instructions stated on the invoice.
- 7.3 Payments shall be made by bank transfer in immediately available funds.
- 7.4 Irrespective of disagreement between the parties on an invoice amount, the invoiced net amount pursuant to **Clause 7.1** shall be paid in full if the disputed amount in question comprises 5% or less of the total invoiced amount pursuant to **Clause 7.1**. Payment in respect thereof shall have no prejudicial effect. Irrespective of disagreement between the parties on an invoice amount any undisputed amount shall be paid in full. If the disputed amount exceeds 5% of the invoiced amount the Parties shall investigate the matter and shall meet within 15 days after the invoice containing the disputed amount has been issued, and shall enter into good faith negotiations regarding the disputed amount. In the event that the disputed amount proves to be correct the invoice shall be paid as soon as possible and no later than 7 days after the dispute has been settled. In the event that the invoiced amount has to be changed, the invoice shall be paid no later 14 days after a new invoice is issued. In the event that the Parties through good faith negotiations can not reach an agreement regarding a disputed amount within 30 days after the invoice has been issued, the dispute shall be settled by arbitration in accordance with **Clause 17**.

- 7.5 In the event of non-payment of an overdue invoice, Telenor may temporarily suspend its Telecommunication Services for Service Provider after giving three working days written notice. Service will not be reconnected until all outstanding invoices are paid in full or the dispute has been settled and the settled amount is paid in full.
- 7.6 Undisputed amounts of invoices not paid within the time limit set down in **Clause 7.2** shall bear interest at the rate according to the Danish Act on interest on overdue amounts.
- 7.7 The invoice submitted by Telenor shall be delivered to the Service Provider by post/email and shall contain the following information:
- Invoice date;
  - Billing Period;
  - VAT registration number and operator number;
  - Total amount payable.
- 7.8 Telenor shall provide, at the same time that it delivers to the Service Provider an invoice in respect of charges for Telecommunication Services, a summary statement relating to such invoice containing the following information (by Destination, with an aggregate figure for Destinations):
- total number of Calls;
  - total duration of Calls; and
  - total charges.
  - total number of SMS, MMS
  - total amount of Data usage
  - total for Content usage
- 7.9 Telenor shall maintain and retain for a period of one year from its submission of each invoice true and accurate books of account and such information as may reasonably be required for calculation or verification of the amounts payable under such invoice (excluding information on individual CDR's).
- 7.10 Telenor may in a separate invoice (containing the information referred to in **Clauses 7.7 and 7.8**) make Backdated Claims for amounts outstanding from the previous Billing Period which was not previously invoiced for technical or other reasons.
- 7.11 Any invoice queries of Backdated Claims shall be dealt with in accordance with **Clause 7.4** above.
- 7.12 The Service Provider shall through a first class international bank approved by Telenor provide Telenor with an unconditional guarantee for payments under this Agreement. The amount of the guarantee shall be in accordance with the amount

expected to be paid quarterly to Telenor, such amount to be subject to Telenor's approval. Said guarantee shall be increased at any time upon Telenor's written request to the Service Provider. The guarantee shall contain provisions stating that the guarantee is payable upon Telenor's first written demand and without the consent of the Service Provider and notwithstanding the Service Provider's counter claims against Telenor's demand. The guarantee shall also be valid in the event of the Service Provider's insolvency or any of the other events mentioned in **Clause 20**. All costs in connection with the guarantee shall be paid by the Service Provider.

- 7.13 The guarantee referred to above may at Telenor's sole decision and discretion be replaced by a another sufficient security e.g. a parent company guarantee upon the basis of which the parent company of the Service Provider shall be unconditionally and severally liable for all present or future obligations of the Service Provider resulting from this Agreement.
- 7.14 In case the Service Provider does not provide Telenor with the above mentioned guarantee on the date requested cf. **Clause 7.12**, Telenor shall - without giving any notice and without liability – be entitled to suspend delivery of the services to the Service Provider under this Agreement until a sufficient guarantee from the Service Provider has been provided

## 8. Technical standards and quality

- 8.1 The technical standards and methods of the operation shall conform to the technical specifications set forth in **Appendix 5**. In the absence of agreed standards the Parties shall at least conform to the provisions of the relevant GSM Specifications, the GSM Association Permanent Reference Documents, Recommendations of IETF (The Internet Engineering Task Force) and IESG (The Internet Engineering Steering Group).
- 8.2 Neither Part warrants that its System is or will be free from faults. In the event of a fault within a Part's System, which adversely affects the provision by either Part of the Telecommunication Services, the relevant Part shall notify the other Part of the fault, as soon as is reasonably practicable and shall use all reasonable endeavours to correct the fault in accordance with the engineering practices accepted in the industry.
- 8.3 The Parties reserves the right to perform network activities which might affect the service if deemed necessary due to technical reasons, maintenance or service restoration. Each Part shall endeavour to perform such activities as soon as reasonable practicable and in such a way that disturbance is limited.

- 8.4 Either Part reserves its right to suspend service provision to the extend necessary hereunder, promptly and without prior notice, to:
- maintain its System as defined in **Appendix 6** and service integrity and interoperability; or
  - protect service and network data; or
  - protect data related to persons; or
  - protect other essential requirements as required or permitted by law.
- 8.5 In case of exchange of traffic (for instance exchange of international long distance calls) dimensioning of the Point of Interconnect shall be agreed upon by the Parties based on forecasts as described in **Clause 11**. The Point of Interconnect shall be dimensioned to carry the traffic defined by the Service Provider and Telenor.
- 8.6 Each Part is responsible for all costs up to and including the Point of Interconnect except the costs mentioned in **Clause 4.3**. Each Part is solely responsible for service and maintenance of all equipment being part of its System.
- 8.7 Both Parties acknowledge that the quality of the Telecommunications Service provided by the other Part might be lower than normally expected if the volume of traffic received from the other Part exceeds to a material extent the traffic specified in the forecast provided by the other Part in respect of the relevant quarter.

## 9. Operational issues

- 9.1 The targeted RFS Date shall be stated in **Appendix 5** prior to which the Parties shall have taken such acts as is necessary for the Parties to perform their respective rights and obligations hereunder. Before implementation of the Service Provider service can commence, the Service Provider must provide Telenor with an unconditional guarantee as stated in **clause 7.12** and a signed agreement concerning Police and Anti Terror Inquiry Handling.
- 9.2 Both Parties shall employ best efforts to restore service in the event of a failure and will provide repair and maintenance support in their respective networks on a twenty-four (24) hours per day basis.
- 9.3 In order to ensure the quality of the telecommunications services, The Service Provider and Telenor will follow the procedures outlined in the Operations & Maintenance Manual, attached to the Agreement as **Appendix 6**. Amendments may be made to the Operations & Maintenance Manual from time to time by agreement between the Parties.

## 10. Provision of information

- 9.1 Each Part shall promptly supply to the other such information and assistance, which the other may reasonably request to enable it to perform its obligations under this Agreement. Each Part shall ensure that information provided to the other Part in accordance or in connection with this Agreement is correct to the best of its knowledge at the time of such provision.

## 11. Forecasting

- 11.1 The Service Provider shall provide to Telenor, on a quarterly basis (or as otherwise agreed), from the RFS Date, a non-binding forecast of the traffic volume it estimates to generate in the Telenor Network during the following twelve months broken down into individual months. Such forecasts shall contain total traffic and shall be provided on the date of execution of the contract, on the date three months after the RFS, and every quarter thereafter throughout the term of this Agreement. If no forecast is provided for a relevant quarter the forecast for previous quarter shall be valid for this quarter.
- 11.2 Each Part shall be solely responsible for provision of capacity in its System as determined by the forecast and required to enable the provision of the Telecommunications Services, including any increased volumes.
- 11.3 In addition to the information to be provided according to **Clause 11.1**, the Service Provider shall give Telenor as much notice as is reasonably practicable of material changes to the previous traffic forecasts.
- 11.4 On receipt of any traffic forecast mentioned in **Clause 11.1** Telenor shall within ten (10) Working days confirm to the Service Provider the date on which it will be able to provide the Telecommunications Services and terminate Traffic in accordance with such forecast.
- 11.5 Telenor shall have the right to reject a forecast provided by the Service Provider if the traffic volume is materially different from volume specified in the forecast provided by the Service Provider for the previous quarter. Telenor shall give notice of such rejection in writing within ten (10) working days from the date the forecast is received.
- 11.6 If, during a period of six (6) months, the traffic generated by the Service Provider differs in any material respect from the Service Providers forecast for that period, Telenor may request a revised forecast, such forecast to be provided within thirty (30) days of such request.

## 12. Alteration to the systems

12.1 Subject to compliance with the Technical Specification, each Part (the altering Part) may make any alterations or adjustment it deems necessary to its System. Neither Part shall make or permit to be made any alteration, adjustment or addition to any Point of Interconnection or to any plant equipment or apparatus of that Part used in connection therewith in such a way as materially to impair the operation of the System of the other Part or otherwise materially to affect the provision of the Telecommunications Services. Without prejudice to **Clause 12.2**, if such alterations, adjustments or additions are made, the altering Part shall use reasonable endeavours to minimise the impact on the other Part of any such alteration, adjustment or addition and shall give the other as much notice thereof as is reasonably practicable in all the circumstances.

12.2 Each Part shall inform the other about any proposals for changes to its System which the altering Part might reasonably anticipate (from the facts known to it) would or might have the effect of requiring the other Part materially to modify or replace an item of telecommunication apparatus which is connected or to be connected to such Part's System.

12.3 The altering Part shall, on the request of the other Part, consult with the other Part and provide all reasonable co-operation and assistance to facilitate the introduction of any proposed change under **Clause 12.2**. Such other Part shall notify the altering Part of the nature and cost of such modification or replacement to its own System as soon as reasonably practicable, after receipt of the altering Part's notice under **Clause 12.2**, and shall use reasonable endeavours to minimise such cost.

12.4 The altering Part shall bear the costs of the alterations to its System and the reasonable cost incurred by the other Part by reason of any such modification or replacement referred to in **Clause 12.2**, except that each Part shall pay its own costs arising out of an alteration where:

- a) the Parties agree in writing to change their respective Systems for their mutual benefit; or
- b) the alteration is a general revision of **Appendix 2** or a global revision of the generic Interface Specification etc. as specified in **Appendix 2** and in compliance with the current international standards.

## 13. Fraud

- 13.1 The Service Provider shall implement and strictly observe all procedures laid down by Telenor regarding prevention of fraud and misuse of the System and the security of the System. Both Parties shall take all required, reasonable and appropriate precautions against misuse of the Systems, SIM cards, subscriber equipment and/or the Services. Both Parties undertake to inform each other immediately when it comes to either party's attention of any such fraud and/or misuse.
- 13.2 Charging or payments will not be reduced, suspended or otherwise affected by claims on the basis that all or any of the traffic are the result from fraud and to the extent that the traffic in questions undoubtedly have been conveyed through the Point of Interconnect from and on demand of the Service Provider. The Parties will co-operate to establish procedures to prevent fraudulent use.
- 13.3 Machine Generated traffic is contrary to the intentions of this Agreement. If Telenor has compelling reasons for believing that this takes place Telenor reserves the right to suspend the services.

## 14. Limitation of liability

- 14.1 Neither Part excludes or limits liability to the other Part for death or personal injury.
- 14.2 Subject to **Clause 14.1**, the liability of each Part to the other Part in respect of contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement, shall be limited to 1,000,000 DKK in respect of any one incident or 2,500,000 DKK in respect of any series of incidents arising from a common cause in any twelve (12) month period.
- 14.3 Subject to **Clause 14.1**, neither Part shall be liable to the other Part in contract, tort (including negligence and breach of statutory duty) or otherwise for indirect or consequential loss or damage. For these purposes, the expression indirect or consequential loss or damage shall include but not be limited to loss of revenue, profit, anticipated savings or business.
- 14.4 Telenor shall bear no liability whatsoever towards the Customers. Furthermore, Telenor shall bear no liability whatsoever, including liability for damages for the use or mis-use of SIM cards, except where such use is solely due and established to be due to Telenors gross negligence.



## 15. Confidentiality

15.1 Each Part (the receiving Part) undertakes to the other Part that it shall keep, and shall procure that its directors, officers and employees as appropriate shall keep secret and confidential and shall not use, copy, adapt, alter or part with possession of or disclose to any other person any information or material of a technical or business nature relating in any manner to the affairs, business, products or services of the other which may be received or obtained in connection with or incidental to the performance of this Agreement, and in particular the contents and existence of this Agreement.

15.2 The provisions of **Clause 15.1** shall not apply to any information which:

- is in or comes into the public domain other than by default of the receiving Part;
- is or has already been independently generated by the receiving Part;
- is in the possession of or is known by the receiving Part prior to its receipt from the disclosing Part; or;
- is properly disclosed pursuant to and in accordance with any license held by either Part or a relevant statutory obligation to obtain or maintain any listing on a Stock Exchange.

15.3 Notwithstanding **Clause 15.1 and 15.2**, the Parties may, if required by law, file this Agreement with the telecommunications regulator and/or make this Agreement publicly available as required by law.

## 16. Notices

16.1 Notices required and/or permitted under this agreement shall be sent by registered delivery first class mail or facsimile transmission to the relevant Part at the address set out below. Facsimile transmission shall be confirmed by registered delivery first class post. Other notices (not required and/or permitted under this agreement) can be sent by e-mail. Any communication shall be deemed to have been made to the other Part:

- in the case of registered delivery, at the time of delivery recorded by the postal service;

- in the case of facsimile or e-mail, twelve (12) hours from the time of receipt of the appropriate electronic confirmation of receipt.

16.2 All notices, requests or other communications related to this Agreement should be in writing addressed to the Parties as stated in **Appendix 7** and **Appendix 8**.

16.3 Either Part may amend its invoicing address specified in **Appendix 7** and **Appendix 8** by notice to the other Part.

## 17. Government law and arbitration

17.1 Any dispute or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration (Copenhagen Arbitration). The arbitration tribunal shall be composed of three (3) arbitrators.

17.2 Each Part shall appoint one arbitrator and the Institute shall appoint a third arbitrator who shall be the Chairman of the arbitration tribunal. If a Part has not appointed an arbitrator within 30 days of having requested or received notice of the arbitration, the Institute shall appoint such arbitrator.

The place of arbitration shall be Copenhagen, Denmark.

The language(s) of the arbitration can be English or Danish according to mutual agreement between the Parties.

The law of Denmark shall govern the contract.

## 18. Force majeure

18.1 Neither Part shall be liable for failure or delay in the performance of its obligations where such failure or delay is attributable to force majeure, which for purposes of this Agreement shall include acts of God, storm, fire, flood, war, riot, civil commotion or disorder, strikes, plant breakdown, explosions, lack or failure of

transport facilities or any other unforeseen circumstances whether similar or dissimilar to those above enumerated beyond the control of the Part whose performance is affected.

- 18.2 The Part so affected shall promptly notify the other Part when the cause or causes preventing, restricting or interfering with its performance hereunder have been eliminated.
- 18.3 If a force majeure situation has subsisted for more than three (3) successive months either Part may terminate this Agreement forthwith, without creating any liability for damages.

## 19. Amendments

- 19.1 This Agreement may be amended or modified in whole or in part only by written agreement signed by duly authorised persons on behalf of each Part. The appendices may be amended or modified in whole or partly. The changes (alterations and insertions) shall be recorded in **Appendix 1**.
- 19.2 The Parties recognise that it may be appropriate to seek modifications to this Agreement in the light of experience and development in the GSM Association, the GSM specifications, the GSM Association Permanent Reference Documents and the establishment of Company between the Parties. Accordingly, each Party may propose amendments to this Agreement and the Parties agree to negotiate in good faith with a view to agreeing mutually acceptable technical and commercial modifications to this Agreement.

## 20. Term and termination

- 20.1 Subject to the other provisions of this Agreement, this Agreement shall come into force when signed by both Parties and shall continue in force for an initial period of one (1) year during which this Agreement cannot be terminated by any of the Parties. This Agreement shall then continue in force until it is terminated by one of the Parties with one (1) year written notice.
- 20.2 Notwithstanding **Clause 20.1** either Part may upon written notice to the other Part terminate this Agreement with immediate effect if:
- a) the RFS Date is not met and the Parties, acting in good faith, are unable within thirty (30) days from that date to reach an agreement on a new target date, or

- b) the Service Provider has failed to pay any undisputed amount of money due under this Agreement within thirty (30) days of dispatch of a reminder that they are overdue for payment, or
  - c) the other Part should otherwise commit a material breach of its obligations hereunder and fails to rectify the same within thirty (30) days of being notified thereof by the other Part, or
  - d) the other Part should fail to fulfil any of its obligations hereunder because the activities conducted under this Agreement has become illegal as a result of a change in national or international laws, regulations or the interpretation of such laws and regulations, or
  - e) the other Part becomes unable to meet its debts as they fall due, is declared bankrupt, or has a receiver or officer appointed over all or a substantial part of its assets, compounds with its creditors generally, a petition has been presented or a meeting is called for the purpose of winding up the other Part, or the other Part enters into liquidation, whether compulsorily or voluntarily (other than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the other Part under this Agreement), or enters into suspension or termination of payments.
- 20.3 In the event The Service Provider terminates this Agreement, the Service Provider undertakes to generate at least 65% of the Traffic it generated in the Networks the previous 12 months prior to the notice of termination. If the Service Provider does not generate such 65% of the previous 12 months Traffic, the Service Provider shall pay a sum to Telenor equivalent to the difference between the amount paid in connection with the actually generated Traffic and amount which would have been paid if such 65% of the previous 12 months Traffic had been generated.

The sum will be set in accordance with the Tariff of the calendar year in which the Service Provider failed to generate 65% of the previous year's Traffic and the Traffic pattern for the previous year shall be used in the calculation.

## **21. Consequences of termination**

- 21.1 Upon termination of this Agreement for whatever cause Telenor may request that the price of all the Service Provider's Customers active on the effective date of termination shall be determined by an independent valuer based upon the market value of such subscription agreements. The request is to be made in writing to Service Provider and it may not be made earlier than 2 months before the effective

date of termination, and it must be made within this period or on the effective date of termination at the latest.

- 21.2 The independent valuer shall be appointed jointly by Telenor and the Service Provider. If the Parties fail to appoint jointly an independent valuer within ten (10) working days after Telenor's request according to the foregoing section, the responsibility of appointing a valuer shall be transferred to the chairman of the Danish Chamber of Commerce who shall appoint an independent valuer with expertise of the telecommunications market.
- 21.3 When the value of the subscription agreements has been determined by the valuer in accordance with the foregoing section, Telenor shall as soon as possible inform the Service Provider whether Telenor requests that all of the Service Provider's Customers active on the effective date of termination should be transferred to Telenor or to any service provider appointed by Telenor, whereupon Telenor shall pay to the Service Provider the price determined by the valuer.
- 21.4 The Service Provider's agreements shall contain specific provisions making the above-mentioned transfer legally binding upon its Customers.
- 21.5 The aforementioned shall no event operate so that Service Provider before or during the Termination Period is not entitled to export Customers to another network than Telenor's Network.
- 21.6 Upon termination, all subscriber numbers allocated to the Service Provider by Telenor that are not yet connected to Customers will immediately be withdrawn by Telenor.
- 21.7 The Service Provider shall immediately discontinue the use of any intellectual property rights, including the use of the name Telenor and associated names and any variant(s) thereof, and the Service Provider shall immediately return to Telenor all material, documentation, advertising material and other documents relating to Telenor as well as any copies thereof and no longer make any use of them whatsoever.
- 21.8 Each Party shall bear its own costs related to the termination or the consequences of termination of this Agreement, unless the termination is due to material breach of Agreement by one of the Parties in which case the Party in breach shall bear the other Party's costs subject to the provisions in **Clause 14**.
- 21.9 Both Parties waive all rights under any applicable law to be indemnified for the loss of Customers, loss of profit including pure economic loss or any other kind of loss indirectly or directly connected with the termination, unless the termination is due to a breach of contract in which case the Party in breach shall bear the other Party's costs in accordance with the provisions in **Clause 14**.

21.10 Telenor's irreversible costs to subcontractor's agreements

solely entered into for the purpose of this Agreement shall be borne by the Service Provider, unless termination is caused by breach of the Agreement by Telenor, and provided that the existence of the subcontractor agreement is known to the Service Provider. Both Parties shall provide the other Party access to its premises in order to deinstall any equipment without any cost for the other Party

21.11 All provisions of this Agreement which by their nature must survive in order to give the intended effect thereto.

## **22. Assignment**

22.1 Neither Part shall transfer or assign its rights and/or obligations under this Agreement without the prior written consent of the other Part, such consent not to be unreasonably withheld.

22.2 If either Part sub-contracts any of its obligations under this Agreement, it shall remain liable to the other Part for the acts and omissions of the sub-contractor as if they were its own acts and omissions.

## **23. No partnership**

23.1 The Parties' relationship to each other hereunder shall be that of a purchaser/seller of services. Nothing in this Agreement shall create a partnership or joint venture between the Parties and neither Part shall be deemed to be the agent or employee of the other, and neither Part shall have authority to act on behalf of the other Part except in the manner and to the extent agreed to in writing. Neither Part shall have authority to enter into agreement on behalf of the other Part or otherwise to bind a Part in relation to any Third Part.

## **24. Media publicity**

24.1 Neither Part shall without the prior written approval of the other Part (such approval not to be unreasonably withheld) directly or indirectly make any release or statement to the press, radio, television or any other media in any way connected with this Agreement.

## **25. Waiver**

- 25.1 The failure of either Part hereto to insist upon the strict adherence to any term of the Agreement on any occasion shall not be considered as a waiver of any right there under nor shall it deprive that Part of the right to insist upon the strict adherence to that term or any other term of the Agreement at some other time.

## **26. Government approvals**

- 26.1 All agreements, covenants, undertakings and obligations herein made or assumed by the Parties hereto are subject to the obtaining and continuance of all necessary governmental licenses, consents, permits, authorisations and approvals. Each Part shall use its best efforts to obtain and maintain in effect such licenses, consents, permits, authorisations and approvals.

## **27. Entire understanding**

- 27.1 This Agreement, including Appendices listed on page 3, represents the understanding between the Parties in relation to the matters therein and supersedes all previous agreements made by the Parties oral or written.



AS WITNESS the hands of the duly authorised representatives of the Parties hereto the day and year first above written.

Signed for and on behalf of:  
**Telenor A/S**

Signed for and on behalf of:  
**Recipient**

Signed:.....

Signed:.....

Title:.....

Title:.....

Name:.....

Name:.....

Date:.....

Date:.....

**Telenor A/S**

**Recipient**

Signed:.....

Signed:.....

Title:.....

Title:.....

Name:.....

Name:.....

Date:.....

Date:.....