



Summary of terms and conditions of the Re-Sale Agreement Between Access Seeker and Vodafone Ireland

Recital	<p>A. Vodafone is a mobile network operator which offers mobile network services to third parties for resale to their own customers</p> <p>B. The Company is an Access Seeker and wishes to provide a branded mobile communications service to its customers</p> <p>C. Vodafone has agreed to provide the Company with mobile network services for resale to the Company's customers under the Company's brand subject to the terms and conditions set out in this Agreement.</p>
Term	Initial period of 12 months, subject to Re-negotiation each 12 months
Services	Network Services Contract management Fraud Prevention Wholesale billing – Tap exchange/ inbound billing Provisioning/ barring Real time CAMEL billing Escalation Procedures
Branding and Virtual Services	<p>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.</p> <p>The grant of the licence in respect of the Vodafone Technology pursuant to Clause 10 and the other rights in relation to the use of the Services are personal to the Company. Accordingly, the Company shall indemnify Vodafone against all damages, costs, expenses or other liabilities incurred or suffered by Vodafone as a result of or in connection with the Company re-selling or otherwise providing the Vodafone Services on a wholesale basis to a third party. For the avoidance of doubt, the Company shall be entitled to use (and such indemnity shall not apply to the use of) third parties as dealers to act as agents for the promotion and supply of the Virtual Services provided that the Company remains the entity which contracts with Customers for the supply of the Virtual Services.</p> <p>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.</p>
Customer Information and Data Protection	<p>Each Party's obligations hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by the regulations and laws of its own country applicable to IR and/or data protection.</p> <p>The 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.</p> <p>The Parties confirm that they shall comply with data protection and/or privacy regulations/laws applicable in their respective countries.</p>



Termination and Suspension	<p>Each party shall have the right to terminate this Agreement with immediate effect by written notice on or at any time after the happening of any of the following events:</p> <p>the other party commits a material breach of this Agreement and has not remedied such breach within 60 days after a written notice specifying the breach and threatening termination in the event that it is not remedied;</p> <p>the passing by the other party of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the other party (except for the purposes of a solvent amalgamation or reconstruction);</p> <p>the making of an administration order in relation to the other party or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by a secured party of, any of its assets; or</p> <p>the other party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.</p> <p>Vodafone shall have the right to terminate this Agreement with immediate effect by written notice on or at any time after the happening of any of the following events:</p> <p>the Company has failed to pay any Charges (including sums due in respect of the Minimum Charges) within 30 days of the due date;</p> <p>the Company ceasing to carry on a material part of its business at any time or disposes of all its assets or a substantial part of its assets which are used in the promotion or provision of the Virtual Services;</p> <p>a change of control of the Company where control of the Company is acquired by: (a) a competitor of Vodafone or a company which Vodafone considers to be detrimental to its relationship with the Company; (b) a company which does not meet Vodafone's credit rating requirements; or (c) gives rise to any other reasonable ground for termination.</p> <p>Vodafone's ability to provide the Vodafone Services or the Company's ability to provide the Virtual Services is prevented to a material degree for more than 30 days by any regulation, law, decree or any act of state or other governmental action or Vodafone is refused or has revoked any official or regulatory licence, authorisation or permission necessary for the provision of any Service.</p> <p>Without prejudice to Vodafone's rights to terminate this Agreement under this Clause 14, Vodafone may suspend the Services or part of the Services:</p> <p>in the event of emergency;</p> <p>if the Company fails to pay any Charges payable under this Agreement within 30 days of the date of the relevant invoice;</p> <p>if Vodafone has the right to terminate this Agreement pursuant to this Clause ;</p>
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	<p>if Vodafone's or the Company's ability to provide the Services or the Virtual Services (as applicable) is prevented or substantially prevented or restricted by any regulation, law, decree, action, direction, order by any regulatory authority or body (including but not limited to Ofcom); or</p> <p>for scheduled maintenance and/or scheduled upgrade of the Vodafone Network.</p>												
Annexes													
Implementation and Development	<p>Details of Vodafone's proposed milestones for delivery and implementation of the Services</p> <p>1. Implementation Time: Access Agreement to be implemented within 3 months of contract signature, subject to any delays on the part of the access seeker.</p> <p>Implementation stages include:</p> <ol style="list-style-type: none"> 1. Scope and Feasibility 2. Detailed Design 3. Implementation 4. Project Trials 5. Project Completion 												
Charges	<p>Subject to the Regulated Rates</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Service</th> <th style="text-align: left;">Tariff</th> <th style="text-align: left;">Service Description</th> </tr> </thead> <tbody> <tr> <td>Voice MO (Mobile Originated)</td> <td>0.14 Euro / minute</td> <td>Mobile Voice Call originated and terminated within the EU territory</td> </tr> <tr> <td>SMS (Short Message Service)</td> <td>0.03 Euro / event</td> <td>Short Message Service originated within the EU territory</td> </tr> <tr> <td>Data</td> <td>0.25 Euro / MB</td> <td>Data traffic originated within the EU territory</td> </tr> </tbody> </table>	Service	Tariff	Service Description	Voice MO (Mobile Originated)	0.14 Euro / minute	Mobile Voice Call originated and terminated within the EU territory	SMS (Short Message Service)	0.03 Euro / event	Short Message Service originated within the EU territory	Data	0.25 Euro / MB	Data traffic originated within the EU territory
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Services Levels	<p>Service levels shall be offered on a non-discriminatory basis i.e. on the same level as that applying to Vodafone Ireland's own customers (and the customers of other Access Seekers) when roaming on the relevant Vodafone Ireland roaming footprint.</p>												
Escalation Procedure	<p>Details of the Escalation Procedures available to the MVNO including the Escalation Timeline</p>												
Management Reports	<p>Details of the management reports provided by Vodafone to the Access Seeker including:</p> <ul style="list-style-type: none"> Wholesale Invoice Report Wholesale Call Data Records Gross Connections and Disconnections Network KPI Review Report Porting and Migration Report 												
Security Requirements	<p>Details of information provided by Access Seeker relating to:</p> <ul style="list-style-type: none"> Organisational Security Personnel Security Physical and Environmental Communications and Operations Management Access Control 												
GSM Gateways	<p>As at the date of this Agreement the GSM Gateway disconnection procedure is as follows:</p> <p>(a) From time to time Vodafone shall provide a list of Customer's telephone numbers ("CTNs") which Vodafone suspects are GSM Gateways in</p>												



	<p>contravention of the Agreement.</p> <p>(b) Within two (2) Working Days of Vodafone issuing this list to the Access Seeker, the Access Seeker shall provide any customer details in its possession with regard to such CTNs.</p> <p>(c) Vodafone shall then use these Customer details in its analysis of the CTN. If, in Vodafone's reasonable opinion, Vodafone suspects a Customer has established, installed or is using a GSM Gateway in an illegal manner or in breach of the Vodafone Commercial Policy then Vodafone shall instruct MVNO to request further information from Customer and their use. Failure to provide sufficient information of lawful use and/or use in accordance with Vodafone's Commercial Policy within fourteen (14) days will result in a request from Vodafone for Access Seeker to disconnect the Customer or relevant other party.</p>
Forecast	<p>MVNO shall comply with its obligations under the Agreement to provide Forecasts in the formats and frequencies set out or otherwise agreed by the parties from time to time and Vodafone shall provide MVNO with all reasonable assistance and information for this purpose.</p> <p>The parties acknowledge that the Forecasts provided by the Access Seeker under this Agreement are for planning purposes only and shall not constitute binding commitments on the Access Seeker.</p> <p>Such Forecasts shall consist of the following:</p> <ol style="list-style-type: none">1. Planning information to be updated each month for a 36 month rolling forecast of –<ol style="list-style-type: none">i. Base Size – monthly opening & closing base forecast;ii. Forecast of average user volume of minutes/SMS/MMS/Data/events;iii. Forecast of volume of minutes to International switches];iv. Total monthly gross subscriber additions; andv. Wholesale Revenue and Charges forecast.
Exit Strategy	<p>Each party shall use its reasonable endeavours to agree a detailed exit plan within 2 months of any notice of termination or the date of termination or expiry of this Agreement, where no notice is served (the "Exit Plan").</p> <ol style="list-style-type: none">2. Vodafone shall assist MVNO in migrating the Virtual Services to a replacement service provider or network operator following any notice of termination.<ol style="list-style-type: none">(a) the continued provision of the Services for a period up to 6 months from the date of the termination ("Exit Period");(b) the provision by Vodafone of all reasonable assistance and information during the Exit Period to assist in the migration of the Virtual Services to an alternative service provider or network operator provided that in no event shall Vodafone be required to provide any third party with access to its Confidential Information or Intellectual Property Rights; and(c) compliance with Vodafone's obligations in the Exit Plan.3. MVNO shall comply with its obligations under the Exit Plan and pay Vodafone's reasonable costs in relation to assistance provided by it pursuant to this Schedule (including, without limitation, compliance with the Exit Plan).

