

**REFERENCE OFFER**

for

**(A) wholesale call termination on individual public telephone networks  
provided at a fixed location (market 1/2014)**

and

**(B) wholesale voice call termination on individual mobile networks (market 2/2014)**

20 April 2021

MTX Connect S.à r.l., a limited liability company established under the laws of the Grand Duchy of Luxembourg and registered with Luxembourg Trade and Companies Registry under number B177706, having its legal address at: 37 Grand Rue, L-4393 Pontpierre, Luxembourg (**MTX**) hereby makes this reference offer (**Offer**) to a duly authorized public network operator (**Operator**) for termination and/or interconnection of voice calls to fix and mobile numbers on the following terms and conditions.

No	Term	Specification
<b>1. Scope and limitations</b>		
1.1	Legal basis	<p>Regulation ILR/T21/1 of 18 January 2021 relating to the definition of the relevant market for the wholesale supply of call termination on individual public telephone networks in a determined position (market 1/2014), identification of powerful operators in this market and the obligations imposed on them in this regard;</p> <p>Regulation ILR/T21/2 of 18 January 2021 relating to the definition of the relevant market for the wholesale supply of voice call termination on individual mobile networks (market 2/2014), the identification of powerful operators in this market and the obligations imposed on them as such;</p> <p>Regulation 14/177/ILR of 28 August 2014 concerning the procedures to be followed by an operator identified as having significant market power in the context of the obligation to publish a reference offer; and</p> <p>Law on Electronic Communications Networks and Services of 27 February 2011,</p> <p>each as amended, if applicable, by the date of this Offer</p>
1.2	Services	<p><b>Interconnection Services:</b> a physical and logical linking between MTX' network and Operator's network;</p> <p><b>Termination Services:</b> call termination for calls handed over from Operator's network to MTX' network for national number(s) allocated to MTX.</p> <p>Interconnection and Termination Services are offered as:</p> <ul style="list-style-type: none"> <li>- <b>Fixed Network:</b> wholesale voice call termination and/or interconnection on individual public telephone networks provided at a fixed location; or</li> <li>- <b>Mobile Network:</b> wholesale voice call termination and/or interconnection on individual mobile networks</li> </ul>

No	Term	Specification
1.3.	Limitation	Offer applies solely to Services and does not cover calls initially attributed to MTX and ported afterwards to other networks
1.4	<b>Service Area</b>	Grand Duchy of Luxembourg
1.5	Offer Scope	Minimal terms and conditions for Services Other terms and conditions for Services and/or other electronic communications services are subject to commercial negotiations
1.7	Content	No responsibility for the content of communications transmitted through Services
<b>2. Billing</b>		
2.1	Prices and Rates	All prices and rates are net and set in Euro
2.2	Invoicing	Ordinary: monthly per each billing period (calendar month) Extraordinary: in case of breach of contract and/or application of payment security No ordinary invoicing in the absence of Services during the respective billing period
2.3	Payment	Ordinary: post-payment, 10 (ten) business days Extraordinary: post-payment, 5 (five) business days Switch to pre-payment in case of recurrent (at least twice per three consecutive billing periods) breach of payment obligations
2.4	Taxes and fees	No deductions or withholdings Each party pays its own charges, taxes, duties and fees, including currency exchange and bank commissions Co-operation in tax exemption
2.5	Payment security	Minimum EUR 5,000.00 (five thousand euro) bank guarantee or letter of credit from EU financial institution acceptable to MTX, acting reasonably, or cash deposit. Must be maintained in the agreed amount throughout the term of the agreement. Application without notice in case of breach of payment obligations
<b>3. Fees</b>		
3.1	<b>Interconnection Service:</b>	
3.1.1	Installation and testing	EUR 8,000.00 (eight thousand euro) one-off payment before Service launch date
3.1.2	Annual	EUR 2,500.00 (two thousand and five hundred euro) annual fee per 30 (thirty) channels, including access point equipment and maintenance
3.2	<b>Termination Services:</b>	
3.2.1	Calls originated in Service Area	Fixed Network: 0.00 eurocents (zero eurocents) for call setup 0.138 eurocents (zero point one three eight eurocents) per minute Mobile Network: 0.00 eurocents (zero eurocents) for call setup

No	Term	Specification																																																																
		<p>0.89 eurocents (zero point eight nine eurocents) per minute</p> <p><u>Rates indicated in this clause 3.2.1 are subject to change in accordance with applicable laws affecting the single maximum Union-Wide voice call termination rates for fixed and mobile networks</u></p>																																																																
3.2.2	Surcharge for calls originated outside Service Area	<p>No surcharge for calls with A-numbers with following country codes:</p> <table border="1" data-bbox="618 474 1414 1249"> <thead> <tr> <th><i>Prefix</i></th> <th><i>Country</i></th> <th><i>Prefix</i></th> <th><i>Country</i></th> </tr> </thead> <tbody> <tr><td>+43</td><td>Austria</td><td>+39</td><td>Italy</td></tr> <tr><td>+32</td><td>Belgium</td><td>+423</td><td>Liechtenstein</td></tr> <tr><td>+359</td><td>Bulgaria</td><td>+371</td><td>Latvia</td></tr> <tr><td>+357</td><td>Cyprus</td><td>+370</td><td>Lithuania</td></tr> <tr><td>+385</td><td>Croatia</td><td>+356</td><td>Malta</td></tr> <tr><td>+420</td><td>Czechia</td><td>+31</td><td>Netherlands</td></tr> <tr><td>+45</td><td>Denmark</td><td>+47</td><td>Norway</td></tr> <tr><td>+372</td><td>Estonia</td><td>+48</td><td>Poland</td></tr> <tr><td>+358</td><td>Finland</td><td>+351</td><td>Portugal</td></tr> <tr><td>+33</td><td>France</td><td>+40</td><td>Romania</td></tr> <tr><td>+49</td><td>Germany</td><td>+421</td><td>Slovakia</td></tr> <tr><td>+30</td><td>Greece</td><td>+386</td><td>Slovenia</td></tr> <tr><td>+36</td><td>Hungary</td><td>+34</td><td>Spain; Canary Islands</td></tr> <tr><td>+354</td><td>Iceland</td><td>+46</td><td>Sweden</td></tr> <tr><td>+353</td><td>Ireland</td><td>+41</td><td>Switzerland</td></tr> </tbody> </table>	<i>Prefix</i>	<i>Country</i>	<i>Prefix</i>	<i>Country</i>	+43	Austria	+39	Italy	+32	Belgium	+423	Liechtenstein	+359	Bulgaria	+371	Latvia	+357	Cyprus	+370	Lithuania	+385	Croatia	+356	Malta	+420	Czechia	+31	Netherlands	+45	Denmark	+47	Norway	+372	Estonia	+48	Poland	+358	Finland	+351	Portugal	+33	France	+40	Romania	+49	Germany	+421	Slovakia	+30	Greece	+386	Slovenia	+36	Hungary	+34	Spain; Canary Islands	+354	Iceland	+46	Sweden	+353	Ireland	+41	Switzerland
<i>Prefix</i>	<i>Country</i>	<i>Prefix</i>	<i>Country</i>																																																															
+43	Austria	+39	Italy																																																															
+32	Belgium	+423	Liechtenstein																																																															
+359	Bulgaria	+371	Latvia																																																															
+357	Cyprus	+370	Lithuania																																																															
+385	Croatia	+356	Malta																																																															
+420	Czechia	+31	Netherlands																																																															
+45	Denmark	+47	Norway																																																															
+372	Estonia	+48	Poland																																																															
+358	Finland	+351	Portugal																																																															
+33	France	+40	Romania																																																															
+49	Germany	+421	Slovakia																																																															
+30	Greece	+386	Slovenia																																																															
+36	Hungary	+34	Spain; Canary Islands																																																															
+354	Iceland	+46	Sweden																																																															
+353	Ireland	+41	Switzerland																																																															
3.2.3	Surcharge for calls originated outside Service Area other than listed in 3.2.2	<p>12 eurocents (twelve eurocents) surcharge for calls with:</p> <ul style="list-style-type: none"> <li>(i) numbers not belonging to country codes listed in 3.2.2 above;</li> <li>(ii) no A-number (no CLI);</li> <li>(iii) incorrect A-number (either in format or content);</li> <li>(iv) invalid A-number;</li> <li>(v) modified or manipulated A-number</li> </ul>																																																																
<b>4. Services</b>																																																																		
4.1	<b>Interconnection Point</b>	MTX' ODF (Optical Distribution Frame) located at MTX' cage at: LuxConnect, 4 rue A. Graham Bell, L-3235 Bettembourg, Luxembourg																																																																
4.2	Technical conditions	IP interconnection service based on SIP signaling protocol. It includes physical linking between MTX' equipment and Operator's equipment. It is delivered on a Gigabit Ethernet interface (1000BASE-LX) at the Interconnection Point. Operator supplies to and operates a link (Interconnection Link) in its entirety at the Interconnection Point. Operator bears operational responsibility for the Interconnection Link.																																																																

No	Term	Specification
		<u>Optional and subject to commercial agreement</u> : upon Operator's request MTX may (i) provide access to Operator at the Interconnection Point for installation and maintenance of Operator's equipment and (ii) supply a location for Operator's transmission equipment used in direct relation with the IP interconnection service and electric power.
4.3	Response times and compensation for non-compliance	In accordance with applicable laws effective at any given moment
4.4	System alterations	Upon prior written notice
<b>5. Suspension, withdrawal, termination</b>		
5.1	Termination upon convenience	Either party at any time and without liability to do so by giving the other party a 90 (ninety) days' prior notice
5.2	Suspension and/or withdrawal of Services	In case of breach of Operator's contractual obligations MTX may suspend or withdraw an access to Services solely subject to: (i) default notice sent by registered mail to Operator to remedy the breach; and (ii) Operator's failure to remedy the breach within 30 (thirty) days cure period from the date of the default notice.
<b>6. Governing Law. Dispute resolution</b>		
6.1	Governing law	Substantive laws of the Grand Duchy of Luxembourg
6.2	Dispute resolution	<b>Forum:</b> Arbitration Centre of the Luxembourg Chamber of Commerce <b>Rules:</b> Forum's Rules of Arbitration in force when the notice of arbitration is submitted Arbitrator: one, appointed by the Forum in accordance with the Rules. Venue: Luxembourg Language: English
<b>7. Miscellaneous</b>		
7.1	Modification	In order to comply with applicable laws or other requirements applicable to or imposed upon MTX by any government, judicial or regulatory authority, MTX has the right by notice to Operator to request for respective modification of terms and conditions and Operator shall not unreasonably withheld or delay its consent.
7.2	Data privacy	Operator acknowledges and agrees that data privacy laws of EU shall apply Operator undertakes to inform its customers that their traffic data will be processed in accordance with EU data privacy laws
7.3	Request for Service	Requests for Services shall be sent by registered mail with a copy by email to: MTX Connect Sarl Reference Offer 37 Grand Rue, L-4393 Pontpierre Luxembourg

No	Term	Specification
		Email: <a href="mailto:info@mtxc.eu">info@mtxc.eu</a>
7.4	Offer validity	As from the effective date of its publication in accordance with Luxembourg laws, but not earlier than the date first above mentioned  Remains in full force and effect unless replaced, modified or terminated in accordance with Luxembourg laws
7.5	Terminology	Words and expressions in bold represent the definitions of the respective terms repeatedly used herein.