

Direct Wholesale Roaming Access Services

Annex 2

1. Scope of the Direct Wholesale Roaming Services

- 1.1. The scope for the Direct Wholesale Roaming Services provided according to this Agreement is based on GSMA's Wholesale Roaming Access Agreement, Version 1.0, of 17 December 2012 (Official Document AA.100)
- 1.2. In respect of and subject to the Parties licenses and rights to establish and operate Public Mobile Networks, the Parties to the Agreement agree, subject to this section 1 above , to establish international roaming in accordance with:
 - relevant Technical Specifications;
 - all binding GSM Association Permanent Reference Documents; and
 - those non-binding GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Agreement;

This includes in each case all the commercial aspects, as defined in the Agreement, including the Annexes hereto.
- 1.3. Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents, as agreed between the Parties, are detailed in the Agreement and/or Annexes to the Agreement.
- 1.4. The Parties agree to be bound by GSMA Permanent Reference documents relevant to International Roaming for example but not limited to:
 1. GSMA PRDs related to Quality of Service;
 2. GSMA PRDs related to Fraud Detection; and
 3. GSMA PRDs relating to Billing between the Parties including Invoicing and Settlement.
- 1.5. Tele2 may upon request from the Access Seeker send the Access Seeker a PDF version of their RAEX AA.14 (IOT), OpData and IR.21 documentation.
- 1.6. The implementation of Wholesale Roaming Access Services shall be in accordance with the Technical Specifications with the exception of Public Mobile Network specific deviations and/or chosen options agreed by both Parties during the testing phase as outlined in Annex 6.

2. General obligations under Direct Wholesale Roaming Services

- 2.1. The Direct Wholes Roaming Services provided by Tele2 shall only be made available to individual Access Seeker Roaming Customers having valid legal relationships with Access Seeker.
- 2.2. Services provided are based on the precondition that Access Seeker Roaming Customers are expected to have a usage pattern that does not differ substantially from forecasts provided from the Access Seeker according to Annex 8.
- 2.3. The availability of the Wholesale Roaming Services may depend on the availability of appropriate functionality.

Annex 3

Price List Wholesale Roaming Access Service

1 GENERAL

- 1.1 The Prices stated in this Annex are stated in EUR and are excluding VAT.

2 Price

- 2.2 All Prices related to the services provided under this Agreement are stated in Annex I.3 , Billing and Accounting, of GSMA's International Roaming Agreement Individual Annex AA14 (IOT), in accordance with the applicable version.

3 PRICE FOR ADDITIONAL AND NON-REGULATED SERVICES

- 3.1. Prices for any additional and unregulated services shall be agreed in writing by the Parties prior to the Commercial Launch of the additional service.

Annex 4

1. Invoicing of Access Seeker Roaming Customer

- 1.1 Access Seeker shall be responsible for the billing of Access Seeker Roaming Customers based on its own billing information. For billing queries between the Parties, the listed contact points according to RAEX OpData are responsible. They shall handle the billing process and daily operations between the Parties.
- 1.2 The Invoicing for Direct Wholesale Roaming Services in accordance with this Agreement shall be based on TAP files which will be provided in accordance with Annex 6.

2. Invoicing of Wholesale Roaming Access Service

- 2.1. When a Access Seekers Roaming Customer uses the Wholesale Roaming Access Services made available hereunder by Tele2, Access Seeker shall be responsible for payment of charges for the said services used in accordance with the Prices stated in Annex 3.

- 2.2. However, Access Seeker shall not be liable for the payment of charges for chargeable Wholesale Roaming Access Services provided by Tele2 without Subscriber Identity Authentication as defined in GSM Association Permanent Reference Documents, except to the extent that Access Seeker actually recovers all charges due in relation to the Access Seeker Roaming Customer. In the case of re-authentication malfunction, procedures are further detailed in Annex 6 Clause 14.
- 2.3. Tele2 shall invoice the Access Seeker within fourteen (14) days from the end of the calendar month for traffic referred to in Section 2.1 above for which the invoice correlates to.
- 2.4. In the case that Tele2 is delayed in the delivery of an invoice, Tele2 shall inform the Access Seeker in advance of such a delay and express the foreseen duration of the delay.
- 2.5. Invoices shall be paid in full by Access Seeker within thirty (30) days from the day they were issued.
- 2.6. For any overdue payments, Tele2 has the right to charge interest and other delay charges in accordance with stipulations in national law.
- 2.7. Notwithstanding what is stated in this Annex, payment and invoicing terms of the Agreement shall always be compliant with national laws and requirements.

3. Objections

- 3.1. If Access Seeker questions an invoice received by Tele2, Access Seeker shall pay the undisputed amount. Regarding the disputed amount, the Parties shall coordinate amongst themselves a meeting of the responsible contact points. They have 15 days to come up with a solution, which is binding for both Parties. If they do not agree they shall write a status report, which is to be forwarded to the management of both Parties. Again, they have 15 days to come to a solution. If a solution cannot be reached, the dispute settlement mechanism in the Agreement applies.

Annex 5

Customer Care Principles

1. GENERAL

- 1.1 Access Seeker will provide customer care services to Access Seeker Roaming Customers. Access Seeker will ensure that Access Seeker Roaming Customers contact Access Seeker for any customer care services. For avoidance of doubt, Tele2 will not provide any customer care services to Access Seeker Roaming Customers.

2. ROAMING INFORMATION

- 2.1 Changes in Emergency Service, Customer Service, and Directory Enquiry numbers shall be exchanged in accordance with the provisions of the Agreement.
- 2.2 Access Seeker shall inform its own Access Seeker Roaming Customers about roaming in Tele2's Public Mobile Network.

3. BILLING ENQUIRIES

- 3.1 Access Seeker customer care shall handle all billing enquiries from Access Seeker's Roaming Customers. Access Seeker will ensure that Access Seeker Roaming Customers contact Access Seeker for any such services.

4. NETWORK FAULTS

- 4.1 In the event of a perceived network fault Access Seeker will ensure that Access Seeker Roaming Customers contact Access Seeker for any related enquiries or services.
- 4.2 In the event that the Access Seeker has a query concerning potential faults, the Access Seeker shall proceed as defined in Annex 9.

5. LOST/STOLEN SIM CARDS

- 5.1 In the event that a Access Seekers' Roaming Customer SIM card/USIM- card is lost or stolen Access Seeker will ensure that Access Seeker Roaming Customers contact Access Seeker for any related enquiries or services.

6. LOST/STOLEN OR FAULTY MOBILE EQUIPMENT

- 6.1 In the event that mobile equipment is lost, stolen, or faulty, the Access Seeker will ensure that Access Seeker Roaming Customers contact Access Seeker for any related enquiries or services.

Annex 6

Technical Requirments and testing

1. Responsibilities

- 1.1 The Wholesale Roaming Access Services as described in Annex 2 will be facilitated via the below stated interfaces.
- 1.2 The implementation of the TAP records necessary to provide the Wholesale Roaming Access Service according to this Agreement shall be in accordance with the GSM Association Permanent Reference Documents.
- 1.3 The direct wholesale access will be implemented within a period of three (3) months of Agreement signature, subject to any delays on the part of the Access seeker.
- 1.4 Implementation shall be done in accordance with the procedures described below:
- 1.4.1 SIM card exchange:
- In order to perform roaming tests, Tele2 and Access seeker shall exchange test SIM cards;
 - The number of test SIM cards to issue should be agreed prior start of testing
 - Exchange of individual technical information
 - Technical testing – IREG tests to be performed

2. Technical Information Exchange

Tele2 uses the following industry standards for IREG testing:

- IR.21 to test and confirm interconnection and interoperability between networks.
- IR.24 to certify and ensure correct functioning of circuit switched voice and SMS.
- IR.35 to certify and ensure correct functioning of packet switched services.
- IR.60 to certify and ensure correct functioning of CAMEL prepaid services.

The full list of these technical standards and protocols are available upon request by the access seeker

6.3. Billing testing:

Tele2 and Access seeker shall make appropriate configuration changes in the billing systems. Upon the billing testing Tele2 and Access seeker shall validate the IREG test results against the billing records on their billing systems and test the TAP flow between the parties and Data Clearing Houses

6.4. Service launch

- Before the service launch, Tele2 and Access Seeker need to make sure that NRTRDE procedure has been followed and configuration is completed
- After the successful testing procedure, Tele2 and Access Seeker agree on Commercial Launch Date and sign the Commercial Launch Letter (CLL)

Annex 7

1. Service Level Agreement

1.1. LEVEL OF PERFORMANCE

- 1.1 Access Seekers Roaming Customers, during roaming, shall experience conditions of service that do not differ substantially from those provided to other Access Seekers' of Tele2 (no discrimination), taking into account the different technical solutions used in providing services to Access Seeker Roaming Customers with the exception of any priorities required by Legal Authorities.
- 1.2 Both Parties confirm their IR.21 documents are up-to-date, i.e. all technical and routing information and contact details for trouble shooting and escalation are correctly presented.
- 1.3 The Access Seeker agrees that some of the test SIM cards can be used for active QoS monitoring purposes.

1.2. LIABILITY

- 2.1 Notwithstanding the liability provisions in Article 22 in the Agreement, neither party shall be liable to the other Party for failure to meet the Service Level Agreement as set out herein in Annex 7.

ANNEX 8

8. FORECAST PROCESS ROAMING

8.1 Traffic Forecast Procedures

- 8.1. Tele2 shall ensure that there is necessary capacity to provide the Wholesale Roaming Access Services in Tele2's telecommunication network according to applicable quality requirements set out in Annex 6 and Annex 7.
- 8.2. The Access Seeker shall submit, on a quarterly basis, forecasts to Tele2, for the next five (5) quarters in advance. The forecast shall include the Access Seekers anticipated total minutes of circuit switched voice, total number of SMS and total MB packet Data per quarter.
- 8.3. Tele2 may without any liability block traffic exceeding the forecasted volume with more than 120%. Tele2 shall inform Access Seeker five (5) working days in advance before blocking/closing down an interconnect circuit.
- 8.4. Forecasts will be delivered by the persons listed in the Contact List in Annex 11, within two (2) weeks from the start of the quarter. Forecasts shall be supplied in written form.

ANNEX 9

1. Technical Support

- 1.1. In the event that the Customer Care personal of one Party has a query concerning potential faults of the other Party's Public Mobile Network, then the Customer Care personal shall contact the contact point defined in OptData in RAEX, List of Contacts.

ANNEX 10

1. Code of Conduct

Introduction

At Tele2, we believe that the success of the company depends on the success of the societies in which it operates. Sustainable growth in society and sound business practices go hand in hand. In order to maintain a sustainable business model and help build a better society, we have to take responsibility for the impact our operations have on the world around us. Tele2's requirement is that sound business practices shall prevail throughout our operations and our daily business, which is why Tele2 has chosen to approach corporate responsibility in the same way as we do all our business – the Tele2 Way.

Basis of the code

The code is based on the ten principles provided by the United Nations (UN) Global Compact.

Scope of the code

It is important that goods and services handled by Tele2 are produced and provided in an ethical way. Therefore, Tele2 expects this Code to be applied and upheld not only in Tele2 but also in the organisations of every affiliate, supplier, sub-supplier and vendor to Tele2.

Regarding some areas of the Code Tele2 has adopted more detailed guidelines, policies and/or standards. These documents forms an integrated part of the Code and you will therefore find references to the documents in this Code. The documents can be found on our intranet.

Legal compliance and the code

Tele2 complies with local laws and regulations of each country in which we operate. This Code sets up a minimum requirement. If provisions in other laws, regulations or rules, be it local, national or international, have a more stringent position to the Sustainability matters mentioned in this Code, those shall be observed and complied with. In situations where neither the law nor the Code gives guidance, the UN Global Compact principles shall prevail. In cases of conflict between this Code and a mandatory local regulation, the regulation shall prevail.

Safety of products and services

Tele2 wins customers and builds long-term relationships by providing cost efficient and good quality services. This is done by demonstrating honesty and integrity in all interactions. Our marketing or advertising material, in writing or by employed personnel, shall be accurate, truthful and comply with mandatory laws.

Customer integrity

In the course of its operations, Tele2 has access to customer data for processing and storing. When handling data, Tele2 shall take into account its customers' rights to maintain personal integrity and privacy.

Tele2 complies with applicable laws and regulations on the freedom of speech, the right to privacy and personal integrity as well as on personal data retention. Tele2 will endeavour to prevent any unauthorized access to personal information. Tele2 does not process customers' personal data other than as allowed by applicable legislation. Tele2 should be trusted by customers and employees to handle their data.

If you are unsure of your responsibilities in terms of customer integrity you should familiarize yourself with the specific policies, guidelines and standards that Tele2 has adopted in these areas.

Customer safety

Tele2 actively works to prevent fraud and abuse of its communications services. Therefore, Tele2 offers tools to prevent exposure to unwanted content. We are particularly careful in protecting the safety of children and young adults in this regard.

Exposure to electromagnetic fields

When in use, electric equipment emits radiation and creates electromagnetic fields (EMF). In handling EMF related to its networks, Tele2 follows recommendations made by the relevant authorities. By following these science-based recommendations Tele2 protects people and the environment from unwanted effects of radiation now and in the future.

Suppliers and vendors

Our contractual relationships with suppliers, vendors and dealers are important elements of the company's success. Supplier, vendor selection and purchasing decisions must be made objectively and in Tele2's best interests, striving for the best deal by evaluating costs, requirement fulfilment, expected delivery capability, quality and other relevant factors. Any agreement with a supplier and vendor should be concluded according to Tele2's Purchasing Policy.

Negotiations with suppliers, vendors and dealers should be conducted in a professional manner, engaging Tele2 employees and with the use of the four-eyes principle. Our people must always be sure that business decisions are made without any unjustified influence from a third party. Suppliers and vendors which are proven to attempt to unduly influence Tele2's purchasing decisions will be excluded from any future transaction with the company.

Business integrity **Anti-corruption**

No Tele2 employee or member of our Board of Directors may offer, ask, give or accept, directly or indirectly, any undue advantage for personal gain from any third party, unless it can be constituted as being within the boundaries of accepted business practices such as representation and reasonable hospitality given in the ordinary course of business.

As guidance, no single gift or benefit should exceed the value of 50 Euro. When in doubt, employees are expected to read through Tele2's Anti-Corruption policy and other available company guidelines and if needed seek advice from their managers.

In most countries gifts or benefits to government employees or public officials are considered a violation of law or regulation. Tele2 employees must not offer money or any gift to an official or employee of a governmental entity, except for symbolic gifts of insignificant monetary value, provided this is allowed by local law.

Fair competition

Tele2 is firmly committed to fair competition and open markets. One of the foundations for our success has been the break-up of monopoly power. We remain firm believers that free and fair competition works in our favour allowing us to provide expected quality and cost efficient communication services to our customers.

All Tele2 employees are expected to protect the interests of Tele2's final consumers anywhere in the world and to fight against collusive practices and monopoly foreclosures in every aspect of their activities. It therefore goes without saying that Tele2 expects all Tele2 employees to comply with competition laws. Employees who have to deal with competition issues in their day to day work are expected to understand the basic principles of competition law. In case a specific competition law question arises, employees must seek advice from Tele2's Fair Competition Standard and if needed from their general counsel.

Conflict of interest

Business decisions are always made in the best interest of the company. The power invested in us by the company may not be used for other goals than furthering Tele2's interests. Personal relations or considerations may never influence our decision making. This includes not only potential gains for us, but also for our relatives and friends.

To avoid risk of conflict of interest, the following applies:

- Employees may not, without the company's written consent, work outside Tele2 in any capacity (e.g. employment, consultancy, Board membership) if there is any sort of risk for a conflict of interest.
- If there is any risk, however small, for conflict of interest, employees are expected to immediately inform their manager.

A specific aspect of conflict of interest is Insider information. In short, anyone with access to non-public information that is likely to materially influence the price of any financial instruments in Tele2 is prohibited from trading in Tele2 equity. For further information, please see Tele2's Insider Policy. If you are registered as an Insider (PDMR) by Tele2 you will have been notified by Tele2 that you will need to consider special Swedish reporting regulations and Tele2's Internal Insider rules.

Grandparent and "four-eyes" principle

To further limit the risk of conflicting interests and to make sure that business decisions are always made in the best interest of Tele2, all contractual relationships of material significance between the company and a third party (e.g. suppliers, vendors, dealers and partners etc.) need to be negotiated and approved in writing by at least two persons (= four-eyes principle) prior signing of the final agreement. Whenever possible the second person approving the contractual relationship should be the manager of the first approver (grandparent principle). Final agreements shall be approved and signed in accordance with the local legal policy, however never signed by less than by two signatories jointly. In certain cases, as outlined in other policies and guidance, the grandparent principle is mandatory.

For the purpose of this Code material significance shall mean if 1) the procured value (agreement value) is more than 100.000 SEK (or 10.000 EUR), and/or 2) the agreement term is more than three years, and/or 3) more than one country/operation are or might be involved, and/or 4) the procurement or contracts are of strategic importance or imply an important legal or reputational risk to Tele2.

Political involvement

Tele2 observes neutrality with regard to political parties and candidates, and abides with the applicable international treaties and national legislation on lobbying activities.

Financial reporting

Tele2 is required to follow strict accounting principles and standards (IFRS), to report financial information accurately and completely, and to have appropriate internal controls and processes to ensure that accounting and financial reporting complies with legislation. Employees must do everything they can to support Tele2's efforts in this area.

The integrity of Tele2's financial records is critical to the operation of Tele2 business and is a key factor in maintaining the confidence and trust of our shareholders. We must ensure that all transactions are properly recorded, classified and summarized in accordance with Tele2 accounting policies. No employee may enter or remove information in the company's books or records that intentionally hides, misleads or disguises the true nature of any financial or non-financial transaction or result.

Employees involved in financial reporting shall always provide full, fair, accurate, timely and understandable disclosure in reports and documents that Tele2 files with, or submits to, government agencies, tax authorities and in other public communications. Tele2 follows the international guidelines and applies the national regulations relating to transfer pricing. Comments about financial reporting and prospects to external parties shall only be made by authorized official spokespersons.

Corporate Governance

Tele2 strongly believes in transparent and consistent corporate governance practices and abides with the applicable regulations and standards in each of its geographical markets. This protects the legitimate interests of all Tele2's shareholders and stakeholders.

Treating people with respect

Fair working conditions

Tele2 employees are entitled to fundamental human rights which shall be known, understood and respected and be applied equally. No one shall be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. Forced labour, exploited or bonded labour is strictly forbidden. Employees shall not be required to lodge deposits or original identity papers as a condition for employment.

Employees shall not be forced to work more than the limits on regular and overtime hours allowed by the law of the country in which they are employed. Overtime shall be compensated at no less than the legally required rate. All employees shall have contracts specifying the terms of employment. Children under the minimum working age established by local law or fifteen (15) years, whichever is greater, shall not be used as part of the labour force. Employees under eighteen (18) years shall not be engaged in hazardous or heavy work, or on night shifts.

Child protection

At Tele2, we take a clear stance against sexual exploitation of children in all our activities and relations. Tele2 employees are under no circumstance allowed to contact or to meet children for any kind of sexual purpose. That applies when working in our domestic markets, when working abroad and when on business trips. We do not visit bars, restaurants or hotels where children are sexually exploited in any way. We report suspected cases of sexual exploitation of minors to the police immediately. Tele2 applies the same standard online as it

does offline, and does not allow employees possessing, or searching for, materials documenting sexual abuse of children.

Diversity and Inclusion

Tele2 believes in creating an inclusive work environment where everyone can be at their best. Building a diverse employee population is a key element of its approach to talent management. Tele2 does not accept discrimination, whether active or by means of passive support, whether based on ethnicity, national origin, religion, disability, gender, sexual orientation, marital or parental status, union membership, political affiliation or age.

The rights of employees to freely associate and to bargain collectively, in accordance with the laws of the countries in which they are employed, shall be recognised and respected.

Tele2's approach to Diversity and Inclusion is set out in the Tele2 Diversity and Inclusion Policy in which further details are specified.

Compensation and benefits

Employees shall be paid a competitive wage as benchmarked against the local market. No employee will be paid less than the minimum total wage required by applicable national law, including all mandated wages, allowances and benefits. All employees shall have the right to equal pay for equal work, as well as periodic holiday with pay.

Occupational health and safety

Safety at work is a prioritised concern of Tele2's. Adequate steps to prevent accidents and injury to health shall be taken by minimising the causes of hazards inherent in the working environment and by providing appropriate safety equipment.

Environment

Environmental laws and regulations applicable to local surroundings and the relevant business sector shall be complied with. Practices minimising the impact on the environment shall be encouraged and care shall be taken with any environmentally sensitive substances or processes. Tele2 promotes a sustainable development and cost efficiency by proactively reducing resource consumption and thus the impact on the environment. Tele2's environmental efforts are guided by the Tele2 Environmental Policy in which further details on our environmental work are specified.