



Proximus Reference ULL Offer

Annex A General Terms & Conditions

Communicated to the Belgian Institute for Postal services and Telecommunications on 22/06/2018 and amended on 23/08/2018
Our reference: MSO & Servicing version

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1. General information

This document constitutes an integral part of the Proximus Reference Offer for ULL Services (also referred to as Proximus Reference Unbundling Offer or BRUO) communicated to the Belgian Institute for Post and Telecom (hereafter the BIPT). It includes the General Terms and Conditions applicable to the provision of ULL (Unbundled Local Loop) Services that encompasses Raw Copper Services, Shared Pair Services and Colocation Services. These ULL Services are provided in conformity with the relevant laws and decrees in effect. The present General Terms and Conditions shall remain applicable until they are replaced by other Terms and Conditions.

This Offer is made by Proximus PLC under Belgian Public Law, a Belgian autonomous public enterprise organized under the Law of March 21, 1991, with registered office at B-1030 Brussels, 27 Boulevard du Roi Albert II, VAT BE 0202 239 951 Brussels Register of Legal Entities, exercising its activities under the commercial name Proximus, and referred to as "Proximus" in all the documents that are part of the Reference Offer.

A distinction should be made between the following:

The Main Body

This document describes in broad terms the conditions of the ULL Services offered by Proximus.

The Order Form for Equipment

The Order Form for Equipment lists the information requested by Proximus to enable it to provide the required equipment for the provisioning of Raw Copper or Shared Pair Services. It is signed by the Beneficiary or by his authorized agent. An order request sent by the Beneficiary via electronic format according to the rules described in the Planning & Operations Manual will be considered as a valid order form signed by the Beneficiary.

The General Terms and Conditions

The General Terms and Conditions comprehensively list the rights and obligations of Proximus and the Beneficiary with regard to the provision of the ULL Services.

The Service Descriptions

The Service Descriptions describe the ULL Services offered by Proximus.

The Technical Specifications

The Technical Specifications define the technical conditions and the quality standards of the Raw Copper and Shared Pair Services.

The Planning & Operations Manual

The Planning & Operations Manual describes the operational conditions of delivery of the Raw Copper and Shared Pair Services.

The Business & Operational Support Systems

This document describes the Tools to be used for operational purposes including the associated access conditions and modalities.

The Migrations

This document describes the different types of migration to ULL and Bitstream Services including the associated terms and conditions.

The Basic Service Level Agreement

The Basic Service Level Agreement ("Basic SLA") defines the service level conditions upon which Proximus will deliver installation and maintenance for the Raw Copper and Shared Pair Services.

The Improved Service Level Agreement for Repair

The Improved Service Level Agreement ("Improved SLA" or "ISLA") defines the service level conditions upon which Proximus will deliver repair services for the Raw Copper and Shared Pair Services in case ISLA on repair has been requested. The elements included in this document replace

those in the Basic Service Level Agreement, unless otherwise stated.

The Pricing and Compensations

The Pricing and Compensations Annex indicates the rates and/or compensations for the Proximus Raw Copper, Shared Pair and Colocation Services.

The Billing and Prepayment Terms & Conditions

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The Main Body, Order Form for Equipment, General Terms and Conditions, relevant Service Descriptions, Technical Specifications, Planning and Operations Manual including the underlying Business and Operational Support Systems and the Migrations, Basic SLA, Improved SLA, Pricing & Compensations, Billing and Prepayment Terms & Conditions and, if any, the specific terms and conditions agreed upon by the Parties constitute the complete Contract concluded by the Beneficiary and Proximus relating to each single Raw Copper or Shared Pair loop.

* * *

Anyone may examine the Main Body and Annexes of the ULL Offer, as they are published on the Proximus Internet site. Other documents which are referenced in the Main Body or Annexes of the ULL Offer are available on the secured website of Proximus (Personal Page of Proximus Wholesale) and may be consulted further to the signature of a Non-Disclosure Agreement.

2. Glossary

The capitalized terms in the present General Terms and Conditions for ULL Services have the meaning as defined below:

Raw Copper Contract:	An agreement concluded between Proximus and a Beneficiary in accordance with the present General Terms and Conditions, technical, operational, billing, planning and financial conditions for the Raw Copper Loop as described in the Reference Offer and relevant Service Descriptions of Proximus. The Raw Copper Contract is concluded as mentioned in the third chapter of the present General Terms and Conditions.
Shared Pair Contract:	An agreement concluded between Proximus and a Beneficiary in accordance with the present General Terms and Conditions, technical, operational, billing, planning and financial conditions for the Shared Pair Loop as described in the Reference Offer and relevant Service Descriptions of Proximus. The Shared Pair Contract is concluded as mentioned in the third chapter of the present General Terms and Conditions.
Contract:	As the case may be, a contract for a Raw Copper Loop or Shared Pair Loop.
ULL Services:	All the Services described in the Proximus Reference Offer for ULL that are ordered by the Beneficiary.
Request:	The Beneficiary's demand concerning the delivery of a Raw Copper or Shared Pair

Service as described in this Reference Offer.

Colocation Agreement:	An agreement concluded between Proximus and a Beneficiary which covers, in particular, the technical, operational, billing, planning and financial conditions for the Colocation Services provided by Proximus to the Beneficiary.
Certified Technician:	Any technician employed either by a Beneficiary or by one of Beneficiary's subcontractors, trained and certified by Proximus in order to perform, in place of a Proximus Technician, the installation of Raw Copper lines.
Party:	Either Proximus or Beneficiary.
Parties:	Collectively, Proximus and Beneficiary.
End-User:	User of electronic communication services provided by the Beneficiary, Third Party Beneficiary, or a reseller of these services, and/or Proximus.
Payment Agreement (PA):	A Payment Agreement groups different lines / services which will be billed together on the same invoice. Every PA = one invoice per billing cycle.

3. Contract procedure

3.1 Request by the Beneficiary

1. In view of the offering of an ULL Service to End-Users pursuant to the provisions of the Contract, the Beneficiary must submit his order or Request for a Service in electronic format. To that end, the Beneficiary will comply with the rules described in the Planning & Operations Manual. The terms and conditions for delivering the Services are described hereafter.
2. The Beneficiary shall consult the Proximus Reference Offer for ULL Services as published on the Proximus Internet site or by requesting it from the Proximus Account Manager. This does not exclude that Proximus shall answer questions raised by the Beneficiary.
3. Proximus may not refuse to comply with the Beneficiary's Request, except on one of the following grounds:
 - a) the Beneficiary or his authorized agent refuses to provide Proximus with official documents to identify himself;
 - b) in an emergency situation (i.e., exceptional cases of *force majeure* as defined further in the present General Terms and Conditions), for the purpose of ensuring the safe operation of the Proximus network, after all necessary measures taken by Proximus to ensure access to the service are without effect;
 - c) following the Beneficiary's failure to observe obligations arising from the present General Terms and Conditions for the use of the service, subject to the prior consent of the BIPT;
 - d) for the purpose of maintaining Proximus network integrity or the interoperability of the

services or for any other technical reasons that must be specified making the delivery of the unbundled access impossible;

- e) the Beneficiary has refused to provide proof of the existence of the unconditional financial guarantee as specified in the provision Financial Guarantees hereunder;
 - f) the Beneficiary's Request comes from an operator with an existing fixed network and is unreasonable in application of the framework defined under Section 19.3.4. of the CRC decision of June 29th, 2018 regarding the analysis of the broadband markets;
 - g) the Beneficiary's Request for access to the ULL Service is unreasonable on the basis of other grounds than the ones listed hereabove.
4. In the event of a refusal on one of the grounds listed in article 3 above, Proximus shall notify within 3 working days the Beneficiary of its decision and the grounds for the decision by ordinary mail. A copy will be sent to the BIPT in the same timing.
 5. The Beneficiary may lodge an appeal against this decision by following the procedure provided under the Dispute Resolution Procedure and in accordance with these General Terms and Conditions.

3.2 Conclusion, entry into force and duration of the Contract

6. The provision of the Raw Copper and Shared Pair Services is subject to the conclusion of a Contract between the Beneficiary and Proximus according to the present General Terms and Conditions and the negotiations

between the Parties. The Contract is concluded when Proximus has accepted via electronic way the Order submitted by the Beneficiary in accordance with the Planning & Operations Manual of the present Reference Offer.

7. Unless otherwise stipulated, the Contract takes effect on the day after the date on which the Raw Copper or Shared Pair Service (as described hereafter) is made available to the Beneficiary. Proximus shall confirm this date to the Beneficiary via electronic way.
8. The Service is made available to the Beneficiary for an indefinite term.

4. Services covered by these General Terms and Conditions

4.1 Raw Copper Service

9. Proximus shall grant to Beneficiary, without prejudice to the rights granted by the regulatory framework to Beneficiary, the right to use unequipped pair of copper wires without active network components, which in the Proximus access network connects a NTP (network termination point) at an End-User site to the Main Distribution Frame at the Proximus Local Exchange (LEX) or Local Distribution Center (LDC) (hereafter referred to as Raw Copper Service) according to Beneficiary's orders to be submitted to Proximus.
10. The terms and conditions for delivering the Raw Copper loops are defined in Annex E, "Planning and Operations Manual".
11. Beneficiary shall have access to the Multi Service Ordering (MSO) SOA interface or GUI to purchase Raw Copper Services on the basis of an End-User's request for a telecommunications service or any right of user based on property right, rental / lease contract or contract for co-location at third party premises (contract between a third party and a Beneficiary, not to be confused with the Colocation Services as defined in the present Reference Offer). As a consequence, the cease of such service or contract shall imply that Beneficiary will ask for the deactivation of the relevant Service. The Beneficiary is allowed to resell the Raw Copper Service via other telecommunications operators (OLO), who will act as a reseller of the Beneficiary, on the condition that these entities are not a cable operator in Belgium, nor an affiliated or associated company (as defined by article 11 and 12 Company Code) of such cable operator, nor a company in which such cable

operator holds a participation (as defined in article 13 Company Code).

12. The Raw Copper Services shall be implemented in accordance with the Service Descriptions provided in Annexes B1. For the sake of clarity the Parties acknowledge that the date for bringing into service the Raw Copper Service is without prejudice to the bringing into service of the End-User by the Beneficiary. This date is agreed upon between Parties. However, when Beneficiary chooses to have the line installed by one of his Certified Technicians, the Beneficiary alone decides upon the date for bringing into service the Raw Copper Service and informs Proximus of this date.
13. The Services shall be implemented in accordance with the technical conditions set out in Annex C, "Technical Specifications". If the Beneficiary chooses to install a specific Raw Copper Loop with a Certified Technician, Proximus will provide to the Beneficiary the exhaustive list of tasks to be performed in relation to the physical installation of this specific loop, which tasks will all be executed by the Certified Technician chosen by the Beneficiary.
14. Within the limits of what is permitted under the applicable regulatory framework, both Parties shall exchange appropriate operational information as provided in Annexes of the present Reference Offer (including, in particular but not limited to, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree).

4.2 Shared Pair Service

15. Proximus shall grant to Beneficiary, without prejudice to the rights granted by the regulatory framework to Beneficiary, access to an End-User by means of a part of the frequency of a loop, whereby the entire frequency of the loop concerned is shared by Proximus and the Beneficiary as follows:
- Proximus provides PSTN or ISDN services to the End-User (for which an ordinary Subscription Fee is paid by the End-User concerned) on the voice frequency part (also referred to in the present document as the low bandwidth) of that Raw Copper Loop;
 - Beneficiary provides services to the same End-User on the non-voice frequency part (also referred to in the present document as the high bandwidth) of that same Raw Copper Loop.
16. In case the End-User ceases its PSTN or ISDN subscription, Beneficiary is entitled to continue the provision of its services under the conditions defined in the present Reference Offer.
17. The access to the high bandwidth at the Proximus network side will be realized on the Proximus Main Distribution Frame (MDF) by using dedicated Blocks per Beneficiary. From there, a pair of physical wires will be connected to the Splitter rack (Connection Cables) and brought back from the Splitter rack to Beneficiary dedicated blocks for the low frequency. From the Splitter rack, connections will be made to the collocation area of the Beneficiary by use of Tie Cables.
18. The terms and conditions for delivering the Shared Pair Services are defined in Annex E, "Planning and Operations Manual".
19. Beneficiary shall have access to the Multi Service Ordering (MSO) SOA interface or GUI to purchase Shared Pair Services on the basis of an End-User's request for telecommunications service or any right of user based on property right, rental / lease contract or contract for co-location at third party premises (contract between a third party and a Beneficiary, not to be confused with the Colocation Services as defined in the present Reference Offer). As a consequence, the cease of such service or contract shall imply that Beneficiary will ask for the deactivation of the relevant Service. The Beneficiary is allowed to resell the Shared Pair Service via other telecommunications operators (OLO), who will act as a reseller of the Beneficiary, on the condition that these entities are not a cable operator in Belgium, nor an affiliated or associated company (as defined by article 11 and 12 Company Code) of such cable operator, nor a company in which such cable operator holds a participation (as defined in article 13 Company Code).
20. The Shared Pair Services shall be implemented in accordance with the Service Descriptions provided in Annexes B2. For the sake of clarity the Parties acknowledge that the date for bringing into service the Shared Pair Service is without prejudice to the bringing into service of the End-User by the Beneficiary.
21. The Services shall be implemented in accordance with the technical conditions set out in Annex C, "Technical Specifications".
22. Within the limits of what is permitted under the applicable regulatory framework, both Parties shall exchange appropriate operational information as provided in the Annexes of the present Reference Offer (including, in particular but not limited to, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree).

5. Obligations of the Parties

5.1 Obligations of Beneficiary

23. Beneficiary shall, independently of Proximus, manage all aspects of the relationship with its own End-Users unless otherwise explicitly agreed upon between the Parties. Beneficiary shall therefore be fully responsible for all End-User inquiries, including but not limited to inquiries concerning product information, service, incident reports, technical issues and settlement.
24. Beneficiary shall take all necessary measures to ensure that the use of the local loop of Proximus by the End-User of a Beneficiary will not cause any disturbance, interruptions or the like to the traffic in the public telecommunications network.
25. Beneficiary shall be liable to Proximus for ensuring that the equipment connected to Proximus' local loop by Beneficiary's End-Users comply with the requirements of the R&TTE Directive or any Directive replacing the latter.
26. Except for the PSTN-ISDN aspects in case of Shared Pair Service, Beneficiary shall be liable to Proximus for ensuring that Beneficiary's End-Users do not in any way dispose of, sell, rent out, pledge Proximus' equipment and installations and Beneficiary shall ensure that Beneficiary's End-Users do not in any way interfere with the installations. Beneficiary further guarantees that his End-Users will at all times maintain the marking of equipment or installations indicating that they belong to Proximus.
27. Beneficiary shall furthermore, independently of Proximus, undertake all other customer services towards its own End-Users.
28. Except for the PSTN-ISDN End-Users aspects in case of Shared Pair Services for which Proximus remains fully responsible, Beneficiary shall be liable for contact with the police in matters of, e.g., telephone harassment or criminal investigations involving Beneficiary's End-Users. Beneficiary shall involve Proximus as technical contractor in police matters involving the network of Proximus. Beneficiary shall appoint a person to be responsible for police contact with whom Proximus can cooperate on such matters.
29. The Beneficiary shall be responsible for:
- Selecting the allowed type of technician via the Multi Service Ordering (MSO) SOA interface or GUI, as described in the Planning & Operations Manual, to communicate whether the installation of the Local Loop will be performed by a Proximus Technician, a Partner Technician or a Certified Technician (when applicable);
 - In case of an installation performed by a Certified Technician, dispatching to the Certified Technician chosen by the Beneficiary all the operational information needed to perform the installation of the Raw Copper Loop;
 - In case the Certified Technician type is chosen in MSO by the Beneficiary, taking responsibility for the installation of the Service;
 - Not modifying Proximus infrastructure and equipment at End-User premises, except in case of installation by Certified Technician and to the extent necessary to perform the installation tasks as explicitly foreseen in the tasks list communicated by Proximus to the Beneficiary;

- Limiting the number of circuits per Payment Agreement to 2500 and creating another Payment Agreement when one would exceed this limitation.

32. Proximus will not undertake customer handling of the End-Users of Beneficiary.

33. In case of installation performed by a Certified Technician, Proximus will provide Beneficiary with all operational information needed to perform the installation of the Raw Copper Loop.

5.2 Obligations of Proximus

30. Proximus shall provide Beneficiary with Raw Copper and/or Shared Pair Services according to Beneficiary's order to be submitted to Proximus under the terms and conditions set forth in the present Reference Offer.

31. Proximus shall use all reasonable endeavours to correct any trouble affecting the quality of the service of Proximus. In this respect in case of urgency and acting in good faith, Proximus shall be entitled to:

- disconnect a Raw Copper and/or a Shared Pair connection immediately and without prior consultation of Beneficiary, provided that Proximus can identify (without prejudice to Annex C, "Technical Specifications") that the traffic on the Raw Copper and/or Shared Pair has caused a breakdown of networks or services, or if there is imminent risk of such breakdown. Proximus will inform the BIPT and Beneficiary about the disconnection at the latest 24 hours after the disconnection.
- contact the End-Users directly with a view to maintaining or ensuring Proximus' ownership of equipment and installations.

Only Proximus may carry out service works on equipment belonging to Proximus. In case of application of this provision, Proximus will immediately inform Beneficiary about the operation before its execution.

6. Certified Technician

34. Proximus allows the Beneficiary to perform the installation of the Raw Copper Loop itself, via Certified Technicians, i.e. its own employees or employees of its subcontractor who are trained and certified by Proximus. When the Beneficiary chooses to work with Certified Technician, the installation works will not be performed under instruction of Proximus, but on behalf of Beneficiary itself, and at its own expenses.
35. Employees of Beneficiary and employees of Beneficiary's subcontractor may qualify as Certified Technician, if they fulfil the conditions described in the Specific Terms and Conditions relating to Certified Technician, available on the Personal Page of Proximus Wholesale. In order to be certified, they will successfully follow training by Proximus and sign the necessary confidentiality agreements. The program of the training to follow by each Certified Technician candidate is determined by Proximus individually, based on the Proximus trainings already received by each candidate and on the professional experience of the latter. For each candidate to the certification it will result in a personal training program, based on a series of theoretical and practical training modules, followed by an individual test. The duration of each training module is a multiple of half days. The duration of the test is less than a half day. After their certification, each Certified Technician will have to follow mandatory updating sessions organized periodically by Proximus to refresh their technical skills on the services covered by the Certified Technician functionality and communicate them the evolution of the processes and documentation systems. The duration of each updating session is a multiple of half days.
36. Employees of Beneficiary's subcontractor will only be certified, if Beneficiary's subcontractor accepts the right of Proximus to bring a direct claim against him for any damage caused by his employees to Proximus, its employees, or third parties when installing the Raw Copper Loop. The Beneficiary's subcontractor must also provide to Proximus a "liability insurance" certificate of EUR 2.500.000 per claim and per year to cover his liability for any damages caused by his employees, acting as Certified Technician (see also art. 72).
37. Except for this right of direct claim of Proximus against Beneficiary's subcontractor and a confidentiality agreement, no contractual relationship exists between Proximus and Beneficiary's subcontractor.
38. The Beneficiary shall allow Proximus access to its Certified Technicians (both its own employees as well as its subcontractor's employees) for technical discussions. Such direct contact shall, in no cases, be considered as creating a direct contractual link between Proximus and these Certified Technicians, nor shall it create any responsibility of Proximus for the acts of the Certified Technicians.
39. When the Beneficiary chooses to work with Certified Technician, he agrees to be responsible for all tasks related to the physical installation of the Raw Copper Loop (which are foreseen in the list of tasks provided by Proximus to the Beneficiary for each particular loop), and releases Proximus of any responsibility in this respect. Also, Proximus cannot be held responsible for incidents during delivery of the Raw Copper Service after installation of the loop, nor for any non compliance of the Local Loop with the Technical Specifications, to the extent that these incidents/non compliance are caused by a wrongful installation by Certified Technician.
40. The Beneficiary guarantees that the Certified Technician will respect the rights and obligations applicable on the Beneficiary under the Proximus Reference Offer for ULL

Services (e.g. confidentiality obligation, liability).

41. The Beneficiary may only appeal upon Certified Technician for installation of the Raw Copper Loop, not for repair or maintenance. The exact scope of activities which may be performed by Certified Technicians is described in the Specific Terms and Conditions relating to Certified Technician, available on the Personal Page of Proximus Wholesale.
42. The Certified Technician may lose his certification in any of the following events:
 - he no longer fulfills the conditions for certification as described in the Specific Terms and Conditions relating to Certified Technician, available on the Personal Page of Proximus Wholesale;
 - he repeatedly or seriously breaches the obligations applicable upon the Beneficiary under the Proximus Reference Offer for ULL Services;
 - his work does not meet the quality standards, and repeatedly needs correction by a Proximus technician.
43. In case the installation of the Raw Copper Loop is not correctly performed by Beneficiary's Certified Technician, Proximus will perform the necessary repair actions, at the expense of Beneficiary, without prejudice to Proximus' right to claim compensation for any other damages.

7. Financial Conditions

7.1 Billing and Payments

44. In consideration for Raw Copper and Shared Pair Services provided by Proximus under these Terms and Conditions, Beneficiary shall pay the charges and fees provided in Annex H.

7.2 Financial Guarantees

7.2.1 General Principle - Pre-payment

45. Notwithstanding anything to the contrary in the present General Terms and Conditions, in order to guarantee the payment by Beneficiary of the prices due for the ULL Services provided by Proximus that are invoiced on a monthly basis, Beneficiary will provide Proximus with a monthly pre-payment based on the average of the monthly amount due by Beneficiary. The amount of the pre-payment shall be based on the average of the invoices issued by Proximus during three (3) months for the ULL Services ordered in accordance with the present General Terms and Conditions. The amount of the pre-payment shall be reviewed every three (3) months. The terms and conditions of this pre-payment are described in Annex "Prepayment Terms and Conditions".
46. Without prejudice to any other legal or contractual remedies and notwithstanding anything to the contrary in the present General Terms and Conditions, in the event Beneficiary fails to pay in due time any undisputed amount due under the pre-payment conditions as defined in the present section and in Annex "Prepayment Terms and Conditions", Proximus shall be entitled to

execute the following alternatives until full payment is made:

- suspension of any SLA obligations that are not foreseen in the Basic SLA;
- refusal in writing of any new Services, including Migration Services, and excepted for Cancellation and Cease;
- Suspension of the existing Services in accordance with article 93 hereafter.

7.2.2 Sufficient Creditworthiness

47. This monthly prepayment will not be required in the following circumstances:

48. The Beneficiary has sufficient creditworthiness as evidenced by either of the following alternatives:
- the Beneficiary has obtained a "Ba2" rating or above for its debt (Moody's); or
 - the Beneficiary has obtained a rating similar to Moody's "Ba2" rating, provided that (i) such rating is generally accepted by the market as giving similar reliability as Moody's, (ii) such rating is reviewed and updated on a regular basis.

7.2.3 Other Financial Guarantees

49. In the event that, in the course of the Contract, Beneficiary would lose the above described creditworthiness (either through the loss of "Ba2" credit rating or similar, or upon the occurrence of any default or delay of payment), Beneficiary will have to provide Proximus with a pre-payment or with another financial guarantee as defined in the present chapter within ten (10) working days of Proximus' request thereto.

50. The Beneficiary obtains an irrevocable and unconditional parent corporation guarantee for the debts incurred by Beneficiary in the application of the Contract, provided that such parent company is issued by a company that has sufficient creditworthiness as defined above. In the event that, in the course of the Contract, the Parent Company would lose the above described creditworthiness (either through the loss of “Ba2” credit rating or similar or upon the occurrence of any default or delay of payment), the Beneficiary will provide Proximus with a pre-payment or with another financial guarantee as described in the present chapter within ten (10) working days of the request of Proximus;
51. The Beneficiary has constituted a Deposit on an escrow account with a reputable bank or financial institution established in the EU. The amount of that deposit will be equal to an estimate of three (3) months of net amount due by Beneficiary for the Services ordered in accordance with the present Terms and Conditions. The amount of the deposit will be equal to an estimate of three (3) months of Proximus’ invoices for the Services. Based on the actual evolution of the amounts due for the Services, Beneficiary and Proximus will have the right to require an adaptation of the amount of the deposit every three (3) months. Upon the request for adaptation of the amount or deposit, necessary steps will be taken to ensure adaptation within ten (10) working days. In case of default by Beneficiary to pay sums due under the Contract, the sums deposited on the escrow account will accrue to Proximus. The interests accrued on the escrow account will be payable to Beneficiary. In the event the sums deposited are accrued to Proximus, or if the amount of the deposit is not adapted despite Proximus’ request thereto, Beneficiary will provide Proximus with a pre-payment or with another financial guarantee as defined in the present chapter within ten (10) working days of the request of Proximus.
52. Beneficiary has provided Proximus with an irrevocable and unconditional bank guarantee on first demand issued by a reputable bank or financial institution established in the EU. That bank guarantee will be issued for a minimum period of three (3) years and for an amount equal to an estimate of three (3) months of net amount due by Beneficiary for the Services ordered in accordance with the present General Terms & Conditions. The amount of the bank guarantee will be equal to an estimate of three (3) months of ULL invoices. Based on the actual evolution of the amounts due for the Services, Beneficiary and Proximus will have the right to require an adaptation of the amount of the bank guarantee every three (3) months. Upon the request for adaptation of the amount of bank guarantee, necessary steps will be taken to ensure adaptation within ten (10) working days. Upon the expiration of the bank guarantee or after Proximus has called upon the bank guarantee, or if the amount of the bank guarantee is not adapted despite Proximus’ request thereto, Beneficiary shall provide Proximus with a pre-payment or with another financial guarantee as defined in the present chapter, within ten (10) working days of the request thereto from Proximus.

8. Principles

8.1 Retail Pricing & Billing

53. Unless otherwise provided in the present General Terms and Conditions or in other Annexes of the Contract and without prejudice to the applicable regulatory framework, Beneficiary shall be responsible for the setting of the tariffs that Beneficiary will apply to the End-Users to whom Beneficiary will sell telecom services using the Raw Copper and/or Shared Pair Services and for the billing and invoicing of such End-Users.

54. Except as otherwise provided in the present General Terms and Conditions or in other Annexes of the Contract, no deductions or reductions shall be made from the payment of any charges or fees due for the Services for any bad or unpaid debts or any unrecoverable claims (including, in particular, claims arising from fraud cases) that Beneficiary may have against End-Users or any other third parties in relation with these Services.

8.2 Branding

55. The Parties agree not to offer any service under any brand, including any trademark, trade name or company name, of the other Party unless the use of the brand(s) of the other Party is explicitly provided under the present General Terms and Conditions. Such use of the brand will then be strictly limited to the service at stake.

56. Beneficiary shall offer telecom services to End-Users under its own brand, in its own name and for its own account without any use of, or reference to Proximus brands or accountability.

57. Notwithstanding the foregoing, Parties acknowledge that, as provided in Annexes B, the installation of equipment on the site of the relevant End-Users who have subscribed to an offering of Beneficiary, may, when relevant under the terms and conditions of Annex E, be realized by Proximus personnel or its Sub-Contractors. Both Parties agree that Proximus shall have no obligation to unbrand or rebrand its service technicians or trucks. Proximus will act in accordance with its general standard of integrity that it has internally developed and enforced. In any case, Proximus will not make any publicity or remarks to the detriment of the Beneficiary or its image. Proximus must in all circumstances stay neutral, in accordance with the technical nature of its intervention. Where Proximus makes use of standard documents vis-à-vis Beneficiary's End-Users, it will submit these for prior approval by BIPT.

58. When Beneficiary chooses to have the installation of the Raw Copper Loop performed by a Certified Technician, Beneficiary will see to it that the Certified Technician acts with integrity and makes no publicity or remarks to the detriment of Proximus or its image.

8.3 End-User Terms and Conditions

59. Beneficiary shall cause the terms and conditions governing Beneficiary's contractual relationships with End-Users to be compliant with the rules and principles set out in this Contract and its Annexes. Notwithstanding the above, nothing in the present Reference Offer can be construed as creating or evidencing a contractual relationship of any kind between Proximus and Beneficiary's End-Users, nor a right for Proximus to supervise the contractual terms

of the relation between Beneficiary and its End-Users.

60. Without prejudice to what is set out under Article 69, Beneficiary shall bear all the consequences of the breach of the above obligation.

9. Coordination between the Parties

issue as the Parties may deem fit in the performance of the Services.

9.1 Single Points of Contact

61. Beneficiary and Proximus will both appoint an individual as their respective single point of contact ("SPOC") who will act, within its organization, as the other Party's contact person.

62. The SPOC of either Party will have full authority to act and decide on behalf of the respective Party on all technical and operational matters regarding the day-to-day management of the performance of the ULL Contract. All the decisions taken by any working group constituted by the Parties during the performance of this agreement will need to be expressly and formally validated by the SPOC of either Party to be binding on such Party. This validation (or refusal of validation) has to be given at the latest within three working days. The absence of response in this timing will be considered as a tacit validation. Except as otherwise expressly provided by the relevant Party, each Party's SPOC will have no authority to modify the conditions described in the present General Terms and Conditions, or to act outside the day-to-day management of the performance of the Services.

63. Each Party will be authorized to replace its SPOC by notice sent to the other Party. Such notice will have immediate effect.

9.2 Working Group

64. The Parties will be free to set up any other working group in charge of discussing and agreeing on any technical or operational

10. Liability

10.1 General rules

65. Taking into account the nature of the respective activities of the Parties, the risks and potential profits associated with these activities and the consideration obtained by each Party from the present General Terms and Conditions, Parties expressly agree that their respective liability shall be limited as follows.

66. If either Party is held liable to the other Party (including such other Party's employee(s) and contractor(s)) under the present General Terms and Conditions, that liability shall be limited to the following:

- if such liability results from any personal injury or death incurred as a direct result of the non-performance of the relevant Party's obligations under these Terms and Conditions, then such liability shall be only subject to the limitation provided in article 67;
- if such liability results from any conduct attributable to the relevant Party, which is, under Belgian law, characterized as being gross negligence (faute lourde – zware fout) or intentional negligence (dol – bedrog), then such liability shall be subject to no limitation, except as permitted by law;
- if such liability results from any material damage, other than those referred to above, arising out of or in any way connected with the performance by the relevant Party of the Services or the breach of such Party's obligations under these Terms and Conditions, then the total amount which can be recovered from such Party for all acts or omissions shall, in no event, exceed an aggregate amount equal to EUR 1,250,000 (one million two hundred fifty thousand

euro), subject to the limitation provided in article 67.

67. Neither Party shall be liable for indirect damages (pure and consequential), including without limitation loss of profit, loss of revenue, loss of data, loss of use, loss of savings, loss of goodwill, interruption of business or claim by third parties.

68. In the event of a complaint by a Beneficiary's End-User, the liability of Proximus may only be questioned by the Beneficiary if Proximus, or a person Proximus is responsible for, is at fault or has committed a gross negligence (faute lourde – zware fout).

69. In addition, and notwithstanding the above, Beneficiary will indemnify Proximus against any claim or loss related to the illegal use, or the use for illegal purpose of the Raw Copper and/or Shared Pair Services by Beneficiary or Beneficiary's End-Users. As far as the Shared Pair Service is concerned, Proximus remains fully responsible for the PSTN-ISDN End-Users aspects.

10.2 Certified Technician

70. In addition, and notwithstanding the above, the Beneficiary will be held liable to Proximus, its employees or third parties for damages caused by one of its Certified Technicians (Beneficiary's own employees, as well as Beneficiary's subcontractor employees), when performing the installation of the Raw Copper Loop. The Beneficiary shall indemnify and hold Proximus harmless from any and all damage, costs or third party claims incurred as a result of any act or omission of Beneficiary's Certified Technician, including claims against Proximus based upon art. 544 Civil Code ("burenhinder / troubles de voisinage").

71. If a Beneficiary chooses to install some or all of his Raw Copper Loop lines by one or several Certified Technician(s), he will have to provide to Proximus, prior to his first request to have installation done by Certified Technician, a “liability insurance” certificate of EUR 5,000,000 per claim and per year to cover his liability for any damages caused by his employees or his subcontractors to Proximus, its employees or third parties when provisioning the lines.

The insurance policy has to be contracted with a first class insurance company in an E.U. country and must be maintained during the total duration of the agreement between Parties. The policy must contain the following provision: the suspension, cancellation or the end of the insurance policy will be opposable to Proximus, 15 calendar days after the reception of a registered letter from the insurance company informing Proximus of the end of the policy. At the expiry of the insurance certificate, the Beneficiary will be diligent in providing Proximus an updated certificate, confirming the prolongation of the insurance policy.

72. The Beneficiary will also procure that its subcontractors, who wish to qualify certain of its employees as Certified Technician, accept the right of Proximus to bring a direct claim against Beneficiary’s subcontractor as to hold Proximus harmless from any and all damage, costs or third party claims incurred as a result of any act or omission of the Certified Technicians employed by Beneficiary’s subcontractor, including claims against Proximus based upon art. 544 Civil Code (“burenhinder / troubles de voisinage”). In the event that damage is caused by Beneficiary’s subcontractor, Proximus can choose to bring a claim towards the Beneficiary, or to Beneficiary’s subcontractor, or to both. For the sake of clarity, in case of parallel claims against the Beneficiary and Beneficiary’s subcontractor, Proximus can only once recover indemnification of its total damage.

The Beneficiary’s subcontractor will provide to Proximus a “liability insurance” certificate of EUR 2.500.000 per claim and per year to cover its liability for any damages caused by its employees, acting as Certified Technician, to Proximus, its employees or third parties when provisioning the lines. The insurance policy has to be contracted with a first class insurance company in an E.U. country and must be maintained for the total duration of certification of any of Beneficiary’s subcontractor employees. The policy must contain the following provision : the suspension, cancellation or the end of the insurance policy will be opposable to Proximus, 15 calendar days after the reception of a registered letter from the insurance company informing Proximus of the end of the policy. At the expiry of the insurance certificate, the Beneficiary’s subcontractor will be diligent in providing Proximus an updated certificate, confirming the prolongation of the insurance policy.

10.3 Force Majeure

73. Neither Party will be liable for any delay or failure to fulfil its obligations under these General Terms and Conditions arising from any event beyond its reasonable control. In particular, Proximus shall not be held liable for any delays or shortcomings in the provision of its ULL Services whenever these are the result of events or circumstances that are beyond its control, unpredictable or unavoidable, such as acts of war, riots, disturbances, civil unrest, actions of civil or military authorities, embargoes, explosions, bankruptcy of a licensor or a supplier, strikes or labor conflicts (including those involving its employees), cable cuts, power blackouts (including those blackouts arising from the application of a power cut plan drawn up by the authorities), flooding, prolonged frost, fires or storms (all such events being hereafter referred to as “Force Majeure”).

74. The Party invoking Force Majeure shall as soon as possible send to the other Party a Notice of the Force Majeure. Such Notice shall contain adequate evidence of the occurrence and extent of the Force Majeure, as well as an estimate of the expected duration of the Force Majeure. As soon as practicable after receipt of such Notice, the Parties shall consult with each other in order to find an equitable solution to the problems and difficulties caused by the Force Majeure. Should the events or circumstances of Force Majeure be definitive or continue for more than three (3) months, either Party may lawfully and in writing terminate the Contract without any compensation being due.

75. The Party invoking Force Majeure shall use all reasonable endeavours to minimize the consequences of such Force Majeure as well as the duration thereof, and to ensure, in as far as reasonably possible, the continuity of the services provided under these Terms and Conditions, and shall perform those of its obligations not affected by a Force Majeure. To the extent that a Party is prevented as a result of Force Majeure from providing one or several of the services or facilities to be provided under these Terms and Conditions, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto. In particular, Proximus shall have the right to suspend or limit the delivery of the ULL Services in order to protect the operating environment, without the Beneficiary being entitled to claim any damages whatsoever. For the avoidance of doubt, Proximus shall only be entitled to exercise this right in compliance with its non-discrimination obligation.

76. Upon cessation of the effects of the Force Majeure, the Party initially affected by such Force Majeure shall promptly notify the other Party of such cessation.

10.4 Accidents at work and Safety Rules

77. Each Party hereby undertakes to provide insurance cover against accidents at work for its own employees in conformity with the applicable legal requirements. Beneficiary also procures that its subcontractors provide insurance cover against accidents at work for their employees in conformity with the legal requirements. Each Party hereby renounces any possible claim against the other Party, and undertakes to procure that its insurer shall not pursue against the other Party, or against any third party for whose acts or omissions the other Party may be responsible, any claim relating to accidents at work. Beneficiary undertakes to procure that its subcontractors and subcontractor's insurer renounce any possible claim against Proximus relating to accidents at work.

78. Each Party shall comply with safety practices and procedures reasonably applicable when entering the premises and installations of the other Party in order to carry out work (see, for Proximus, safety rules and procedures in Specific Terms and Conditions relating to Certified Technician, available on the Personal Page of Proximus Wholesale). Each Party undertakes to ensure that its personnel or its subcontractor personnel, while upon the premises and installations of the other Party, will respect any internal rules and codes of conduct therein applicable, provided that such rules and/or codes shall have been made available to them in advance. Without prejudice to the provisions of the chapter relating to Liability General rules or the chapter relating to Liability Certified Technician, depending on the situation, each Party shall indemnify and hold harmless the other Party for any and all damage, costs or expenses incurred as a result of any act or omission of a Party's personnel or a Party's subcontractor personnel while upon the premises and installations of the other Party.

11. Operational Matters

operation of the services offered under the present General Terms and Conditions are concerned.

11.1 Operational Matters and Network Management

79. The Raw Copper and/or Shared Pair Services provided under these Terms and Conditions shall be implemented and provided by the Parties in accordance with the technical specifications set forth in Annex C “Technical Specifications” and the operational rules and procedures contained in Annex E “Planning and Operations”.

80. Both Parties shall cooperate to install and maintain reliable services. Both Parties shall exchange appropriate information as provided in Annex E (including, in particular but not limited to, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

81. Each Party shall apply sound network management principles by invoking network management controls to ease the operation of their respective systems and to alleviate or to prevent congestion. Each Party shall ensure that the network management controls are applied in such a way as to ensure that there is no discrimination in favour of that Party's own traffic.

83. It is acknowledged that the Contract and its Annexes (in particular, Annexes B “Service Descriptions” and Annex E “Planning and Operations Manual”) contain a number of specific principles and rules that have been developed to ensure the protection of the Essential Requirements. Furthermore, the Parties shall consult with each other in order to ensure that the Essential Requirements are protected in an adequate and sufficient manner.

84. It is a condition for the provision by Proximus of Raw Copper and/or Shared Pair Services under this Document that Beneficiary's request is not detrimental to the operation of the telecommunications networks and telecommunications services in question or to their integrity or interoperability, and that the protection of service and internal data, network equipment, software and stored data, including personal data, confidential information and privacy can be sustained.

85. The conditions for and restrictions on use applying at any time appear from Annex C to the present Contract, “Technical Specifications”. It is acknowledged that Proximus assumes no responsibility for the accuracy of the technical specifications written by the equipment suppliers. Passing on and copying of these technical specifications, use and communication of their contents are not permitted without written authorization from those suppliers. The suppliers' documents that contain proprietary information will not be disclosed except in accordance with applicable agreements.

11.2 Essential Requirements

82. The Parties shall ensure that the Essential Requirements, as defined and applicable under the regulatory framework, are adequately and sufficiently protected, in as far as the establishment, maintenance and

86. Proximus shall further be entitled to cause interruptions, disturbances or modifications of Proximus' public network and services to the detriment of the supply of the services

under these Terms and Conditions in connection with measures that are deemed necessary for technical, maintenance and operating reasons taking into account the balance of the interests of both Parties or that are ordered by the regulatory authorities. Proximus shall give in good faith Beneficiary the longest possible notice of interruptions, disturbances and modifications by any means it deems appropriate (e.g. via electronic communication) and state the reason for them.

12. **Amendments and Revisions**

87. Except as otherwise provided in the Contract or its Annexes, any agreement departing from the Contract or its Annexes shall only be valid if duly agreed upon in writing by the respective representatives of the Parties.

13. Termination and Suspension

88. Beneficiary has the right to terminate one or more Raw Copper and/or Shared Pair Contracts as provided in the Annexes B, i.e. in the relevant Service Descriptions of the Proximus Reference Offer for ULL Services annexed to the Contract.
89. A Raw Copper and/or Shared Pair Contract shall automatically be terminated without prior notice to Beneficiary 1 upon the activation by Proximus of another service on the same loop based on the valid migration / change operator request of another Beneficiary 2 (see Annex K Migrations). Proximus will further inform Beneficiary 1 of the request of Beneficiary 2 without revealing the identity of the latter.
90. In the event Beneficiary uses or allows the use of Services provided under these Terms and Conditions in an illegal manner or for illegal purposes, or if Beneficiary by its action or omission causes, or could reasonably be expected to cause a damage to the working or the security of the telecommunication network of Proximus, and Beneficiary fails to take appropriate measures in order to remedy to the situation within a period of fifteen (15) days from the receipt of a Notice of Suspension sent by Proximus, Proximus will have the right to suspend the provision of some Raw Copper and/or Shared Pair Contracts or of the whole Raw Copper or Shared Pair Services. Notwithstanding the foregoing, Proximus will have the right to suspend Raw Copper and/or Shared Pair Services prior to sending the above mentioned Notice in urgent cases where such suspension will be reasonably required under the circumstances. In that case, Proximus will inform the BIPT and the Parties involved about the suspension of the Services at the latest 24 hours after the suspension.
91. If Beneficiary uses or allows the use of Services provided under these Terms and Conditions for a purpose different from the purpose declared pursuant to Annexes B "Service Description" and Beneficiary fails to take appropriate measures in order to remedy to the situation pursuant the terms and conditions provided by the Service Description, Proximus will have the right to suspend all or some of the services in the conditions of article 90.
92. Proximus will have the right to suspend Raw Copper and/or Shared Pair Services in the event that it is requested to do so by an order of a court or a competent authority. Proximus will inform Beneficiary as soon as possible of the cause of such suspension.
93. Without prejudice to article 46, in the event that Beneficiary fails to pay outstanding invoice (invoice, preinvoice or final invoice) for any amount due under the Proximus Reference Offer for ULL Services, Proximus shall be entitled, after having duly informed the BIPT,
- to suspend all the Raw Copper and Shared Pair Services without further notice if the total amount due has not been paid within a period of fifteen (15) days following written Notice;
 - to terminate all the Raw Copper and Shared Pair Services without further notice if the default is not cured within a period of 30 days following the same Notice.
94. Article 92 does not apply to amounts duly disputed by the Beneficiary in writing, before the Due Date, including a clear summary of the grounds for the Dispute and the position of the Beneficiary as to this dispute.
95. In the event that Beneficiary fails to provide, renew, adapt or reconstitute the financial guarantee as provided in the chapter on Financial Guarantee hereabove, Proximus

shall be entitled, after having duly informed the BIPT,

- to suspend all the Raw Copper and Shared Pair Services without further notice if the default is not cured within a period of 15 days following written Notice;
- to terminate all the Raw Copper and Shared Pair Services without further notice if the default is not cured within a period of 30 days following the same Notice.

96. In the event of suspension of the Raw Copper and Shared Pair Services, Beneficiary will be responsible to inform the relevant End-Users of the consequences of the suspension of the Services in a neutral manner.

97. The provisions of this chapter on Suspension of the Services are without prejudice to any other right or claim for compensation to which the non-defaulting Party may be entitled to in the event of suspension of the services.

98. In the event that either Party is declared bankrupt or enters into liquidation, then the other Party may terminate all the Raw Copper and Shared Pair Services, without any further legal or other procedures, by sending Notice of termination with immediate effect to the other Party.

99. The provisions in this chapter on Termination of the Services are without prejudice to any other right or claim for compensation to which the non-defaulting Party may be entitled to in the event of termination of the Services.

100. In the case of termination of the Services for any reason, Proximus shall be entitled to payment for all Services performed prior to such termination in accordance with the conditions that were applicable between the Parties at the time of termination.

101. The provisions of the present General Terms and Conditions which by their nature are determined to survive the termination of the Services (including, in particular but without limitation, the provisions on Confidentiality and Applicable Law and Jurisdiction), shall remain in full force and effect after the termination.

102. In the event of termination of the Services, Beneficiary will be responsible to inform the relevant End-Users of the consequences of the termination of these Services in a neutral manner.

14. Confidentiality

14.1 Confidential Information

103. For the purpose of this Chapter, the term "Confidential Information" shall mean:

- information communicated by one Party (or from any of its Associated Companies) (the "Disclosing Party") to the other Party (or to its employees and advisors) (the "Receiving Party"), or obtained by the Receiving Party in connection with the performance of the Services, provided that such information is, at the time of its disclosure, reasonably designated "confidential" or with an equivalent term. If such information was disclosed orally, it shall constitute Confidential Information provided that the Disclosing Party informs the other Party at the time of such disclosure, that such information is confidential and that (i) a written notice containing a summary of the information disclosed orally and mentioning that such information is confidential, is issued by the Disclosing Party to the other Party within five Working Days from the date of disclosure, or (ii) such disclosure is recorded in minutes of a meeting that are designated, labelled or marked "confidential" or designated, labelled or marked with an equivalent term.
- Shall in any event be considered as Confidential Information, any information or data obtained regarding End-Users of the other Party or regarding End-Users of other licensed operators, or any other information or data which the Beneficiary or his subcontractor obtain via access to the tools which Proximus puts at the disposal of the Certified Technician.

104. For purposes of these General Terms and Conditions, "Confidential Information" does not include:

- a. information that is properly and lawfully in the public domain otherwise than by breach of these Terms and Conditions or any other obligation of confidence;
- b. information that was disclosed by a third party to the Receiving Party without restriction on disclosure or use, unless the Receiving Party knew or should reasonably have known that this information was acquired unlawfully or by a breach of contract or fiduciary relationship.

105. Except as specified in writing, by the Disclosing Party at the time of disclosure, Confidential Information shall continue to be deemed as such until the end of a period of three (3) years after its initial communication under the present General Terms and Conditions.

14.2 Non-Disclosure

106. The Receiving Party shall refrain from disclosing the Confidential Information to any third party and shall use the Confidential Information only for the performance of the Services offered in accordance with the present General Terms and Conditions. In addition, the Receiving Party shall take any reasonable measures to ensure the confidentiality of this information. In any event, the Receiving Party shall use efforts at least commensurate with those that such Party uses for protecting the confidentiality of its own Confidential Information.

107. Notwithstanding the foregoing and without prejudice to the provisions regarding the Disclosure to Personnel, Advisors, Suppliers hereunder, either Party shall be allowed to disclose the Confidential Information to third parties provided it has obtained the prior written consent of the other Party. Such written consent will be given case-by-case upon a discretionary basis. Such written

consent shall only be valid and enforceable for the specific information listed therein. The written consent to disclose Confidential Information shall identify the third party or Parties to which the information can be disclosed and shall set forth the terms and conditions to which such disclosure is subject.

108. The Disclosing Party shall remain free to disclose to any third party Confidential Information disclosed to the Receiving Party.

14.3 Disclosure to Personnel, Advisors, Suppliers or Resellers

109. A Receiving Party shall disclose the Confidential Information received from the other Party only to its directors, employees, suppliers, agents, advisors, contractors, subcontractors or resellers who have a need to know such information. Such Party shall ensure that such directors, employees, suppliers, agents, advisors, contractors, subcontractors or resellers are bound by the obligations of confidentiality in respect of the Confidential Information that are set forth in these General Terms and Conditions. For this purpose, the Beneficiary shall conclude a Non Disclosure Agreement with the above authorized parties not on his payroll that contains at least the same provisions as the NDA the Beneficiary concluded with Proximus.

110. Notwithstanding anything to the contrary in the foregoing provisions, the Receiving Party shall not disclose or use the Confidential Information, with the aim of providing commercial advantage to business divisions of the Receiving Party, or business divisions of the Receiving Party's Associated Companies, which are engaged in activities competing with the other Party.

111. The Beneficiary guarantees that the Certified Technicians, whom he uses for the installation of the Local Loop lines, comply with the confidentiality obligations described herein, and he will see to it that his Certified Technicians do not divulge or use Confidential Information belonging to Proximus or to other licensed operators, when performing installation services on behalf of the Beneficiary. The Certified Technicians will also conclude a confidentiality agreement with Proximus directly before starting their training by Proximus in order to obtain certification.

112. Each Party shall be liable under the limitations provided in the Chapter relating to Liability hereabove, for any unauthorized disclosure or use of the Confidential Information by its directors, employees, suppliers, agents, advisors, contractors, subcontractors or resellers. The Party responsible for an unauthorized disclosure or use of the Confidential Information shall, in any event, take any reasonable measures (including but not limited to court proceedings) to mitigate the damage resulting therefrom.

14.4 Disclosure Required by Law

113. If the disclosure of Confidential Information to third parties is required by reason of legal, accounting or regulatory requirements beyond the control of the Receiving Party, the Receiving Party may disclose such information to the extent necessary to comply with such requirements. Without prejudice to the application of the foregoing, the Parties shall endeavour to ensure the confidential treatment of the Confidential Information by the third parties receiving such information as a result of such requirement.
114. Without limitation to the generality of the foregoing, either Party will have the right to disclose Confidential Information to the

BIPT, whenever required by law, or deemed reasonably necessary in the context of any proceedings or discussions held in front or with the BIPT. If any such disclosure of Confidential Information is made, the Party communicating the information will ensure that the attention of the BIPT is properly drawn to the fact that the information is confidential and that the information needs to be kept confidential.

15. Dispute Resolution and Applicable Resolution

15.1 Dispute resolution procedure

115. The SPOC shall, on an ongoing basis, attempt to solve any dispute, controversy or claim between the Parties concerning the interpretation, application and implementation of the present General Terms and Conditions and/or the Contract and its Annexes (a "Dispute") through discussions held in good faith.

116. In the event that the Parties have been unable to solve any Dispute, then upon Notice of either Party, each of the Parties will appoint a designated senior business executive (other than their respective SPOC) whose task will be to meet for the purpose of endeavouring to resolve the Dispute. Each Party shall ensure that their respective designated executive has sufficient authority or decision-making power concerning the matter at stake. The designated executives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other Party all information with respect to the matter in issue which the Parties believe to be appropriate in connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto.

117. In the event the Parties fail to reach such a solution and/or settlement within fifteen (15) Working Days as from the receipt of the above Notice, they shall escalate the matter to a higher level within their respective organizations. Discussions at that level will be conducted as described in article 116. The Parties may, at any given escalation level,

agree to extend the time limits described in this article and in article 116 when they consider it necessary in order to facilitate that an agreement be concluded on the subject-matter of the dispute.

118. Except in the cases of urgency, as determined in good faith by the Party calling the Dispute, no formal proceedings for the resolution of a Dispute may be started until the earlier to occur of (a) a good faith conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the Parties have failed to reach an agreement on the Dispute within 15 Working Days of the escalation of the Dispute as described in article 117.

15.2 Applicable Law and Jurisdiction

119. This Document and the Contract and its Annexes shall be governed by Belgian law.

120. Without prejudice to article 118, any dispute concerning the validity or the interpretation of the Reference Offer for ULL Services and the Contract, or the performance of the Raw Copper and Shared Pair Services, or of subsequent contracts derived herefrom shall be finally submitted to the Courts of Brussels, Belgium. The above is without prejudice to the right of each of the Parties to submit the Dispute to the BIPT with a view to reach conciliation or to submit the Dispute to the Competition Council.

16. Miscellaneous

16.1 No Assignment

121. Neither of the Parties is entitled to assign the Contracts concluded under the present General Terms and Conditions, in part or in its entirety, to any third party or to any other entity unless with the prior written approval of the other Party.

122. No approval will be required for an assignment of the Contracts in the event a Party assigns all the Raw Copper/Shared Pair Contracts concluded under the present General Terms and Conditions in their entirety to a successor, to which a transfer has taken place of, at least, the Assigning Party's activities covered by the present General Terms and Conditions. In such a case, the assigning Party shall immediately give Notice to the other Party of any such assignment permitted to be made under the present General Terms and Conditions without requesting the other Party's consent.

123. Without prejudice to the foregoing, no assignment shall be valid unless the assignee agrees in writing to be bound by the provisions of the Contract and its Annexes.

16.2 Fraud

124. The Parties accept to cooperate to the best of their respective abilities in order to prevent and eliminate any kind of fraud which involves Services provided under these General Terms and Conditions. If any of the Parties suspects such kind of fraud, the Parties shall co-operate in order to identify the origin of the fraud and to use any appropriate means in order to eliminate and prevent such fraud as soon as possible. For the purposes of the application of the

present provision, fraud shall mean any manipulation of a communications network, including by Beneficiary connected to the network of one of the Parties, in order to obtain one or more telecommunication services without paying the proper charge for it, or to support other criminal activities (including, in particular, wiretapping, eavesdropping and gathering secret numbers).

125. It is explicitly acknowledged by the Parties that any cooperation in the context of the present provision will need to be in due compliance with the entire regulatory framework.

16.3 Independent Parties - Approvals

126. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, competent authorities, other operators, and any other persons that may be required in connection with the performance of its obligations under the present General Terms and Conditions. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which the other Party is responsible.

127. Each of the Parties is and shall remain at all times an independent contractor. Neither Party is authorized and neither of the Parties nor their employees, agents, representatives or subcontractors shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents, representatives or subcontractors shall engage in any acts which may lead any person to believe that such Party is an employee, agent, representative or subcontractor of the other Party. Nothing in the present General Terms

and Conditions shall be deemed to constitute a partnership between the Parties.

[Billing Address]

Attention: ***

16.4 Notices – Address for Invoicing

128. Unless stated otherwise in this Contract, any Notice under this Contract will be sent to the respective SPOC of the Parties, in writing and by registered mail or by fax confirmed by registered mail to the following respective addresses:

To Beneficiary:

***Beneficiary Full name

[Address]

Fax: [Fax]

Attention: ***

To Proximus:

Proximus PLC under Belgian Public Law

27 Bd Albert II

B-1030 Brussels

Fax: [Fax]

Attention: ***

Notwithstanding the foregoing, Parties shall send to each other invoices and credit notes by ordinary mail to the following addresses:

To Beneficiary:

***Beneficiary Full name

[Billing Address]

Attention: ***

To Proximus:

Proximus PLC under Belgian Public Law

16.5 General Principles

129. All the terms and conditions of this Contract, including its Annexes and/or Appendixes, are agreed upon by the Parties without prejudice to the rights and obligations that either Party may derive from the applicable provisions of the regulatory framework. The fact that either Party has agreed to any provision in this Contract will not be construed as a renunciation by such Party to invoke (i) any right that such Party may derive from any imperative provision of the applicable regulatory framework or (ii) any obligation that may be imposed to the other Party pursuant to any imperative provision of the applicable regulatory framework.
130. In the framework of the applicable Proximus Reference Offer for ULL Services, should a conflict arise between the Main Body, and any or several Annexes, Attachment or Appendix to an Annex, the Main Body shall prevail, except for (a) the General Terms and Conditions, which will prevail over the Main Body unless otherwise specifically stated, (b) when otherwise agreed by the Parties, in writing or (c) when otherwise specifically stated in the Main Body or Annex, Attachment or Appendix. Should a conflict arise between the General Terms and Conditions and another Annex, Attachment or an Appendix to said other Annex, the General Terms and Conditions shall prevail unless otherwise specifically stated. Should a conflict arise between an Annex and an Attachment or an Appendix to this Annex, the Annex shall prevail

unless otherwise agreed by the Parties, in writing or otherwise specifically stated.

131. If any part of this Offer shall be held to be illegal, invalid or unenforceable for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Offer shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall forthwith negotiate in good faith to amend this Offer and the Parties' practices hereunder in such manner and with such language as will fully reflect as closely as possible the intent of the Parties and render further performance lawful.