



Č e s k ý t e l e k o m u n i k a č n í ú ř a d

se sídlem Sokolovská 219, Praha 9

poštovní přihrádka 02, 225 02 Praha 025

Appendix No. 2

to the Opening of the Tender for granting of the rights to use radio frequencies for provision of the electronic communications networks in the 3.7 GHz frequency band

Declaration on assumption of liabilities by the Applicant

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This Appendix 2 is an integral part of the Application for granting of rights to use of radio frequencies (hereinafter referred to as “**the Application**” according to § 21 of the act No. 12 Coll. on electronic communications (hereinafter referred to as “**the Act**”), submitted based on the Opening of the Tender for granting of rights to use of radio frequencies in the 3.7GHz frequency band (hereinafter referred to as “**the Opening**” of **xxxxx XX, 2017**

by the Český telekomunikační úřad,
registered office Sokolovská 219, Praha 9, PO BOX 02, postal code 225 02, Praha 025
(hereinafter referred to as “**the Office**”)

Identification data of the Applicant assuming the liability:

Company:

Address:

Business ID:

Person authorized to act on behalf of the Applicant:
(hereinafter referred to as “**the Applicant**”)

The terms defined in this Appendix 2 to the Application submitted based on the Opening have meaning identical to the terms defined or ascribed thereto in the Opening and/or the Application.

Contents of the liability assumed by the Applicant:

I, the Applicant, hereby accept the following liabilities associated with granting of rights for provision of the electronic communications networks in the 3.7GHz frequency band based on the tender described in the Opening (hereinafter referred to as “**the Tender**”) and agree to perform the same properly and in time.

1 Wholesale offer

I as the Applicant hereby accept the liability of the wholesale offer, provided that I acquire the radio frequencies in the Tender.

In order to comply with the liability of the wholesale offer according to this Article 1, I hereby agree to negotiate bona fide upon request for five years from the moment of granting of the radio frequencies coming into force with any interested party **conclusion of an agreement on wholesale sale of own services provided by the Allocation holder at the retail level by Holder of the allocation awarded based on the Tender**, or parts of the wholesale services respecting and allowing the use of independent services of the electronic communications by the interested party. Total price for the wholesale services must particularly correspond to it (including one-off fees), enforced by the Allocation holder in a non-discriminating way, and it must allow equally effective operator to achieve profit operation on the subordinated market(s). In line with its commitment to ensure profitable business to subordinate market or markets will be considered such a price (ie. prices), that does not lead to a margin squeeze, evaluated in accordance with the principles of the methodology¹.

In order to comply with the wholesale offer liability according to this clause 1, I agree to offer, upon request of the interested party, while respecting the principle of non-discrimination, the wholesale services allowing it to provide the services on the subordinated market(s) to at

¹ <https://www.ctu.cz/postup-ceskeho-telekomunikacniho-uradu-pri-vyhodnocovani-nabidek-vertikalne-integrovaných-operatoru> (Czech language only)

least identical extent and quality in which I provide the same to my end customers, unless the interested party asks me for either lessen extent or quality of the services based on the wholesale offer. Should the range of services I provide with the use of the radio frequencies allocated in the Tender to my customers either extend or otherwise change over the course of the term of the agreement on provision of the wholesale offer, I agree upon request of the interested party to either expand or otherwise change the extent of the wholesale offer or contract concluded thereon accordingly so that the interested party has possibility at any time during term of the wholesale offer or contract concluded thereon to provide the services at least in the extent identical to mine, the provider of the wholesale offer, if the interested party asks for so. In case of extension of the wholesale offer I can, if reasonable, require corresponding extension of the item price of the wholesale offer, provided that the condition of permitted profitable operation of the identically effective operator on the subordinated market(s) is adhered to.

I agree to proceed in the sense of this liability with respect to all types of the retail services I will provide with the use of the radio frequencies allocated in this Tender.

In order to comply with the wholesale offer liability according to this Article 1, I will assume the liability to make and accordingly publish a binding reference wholesale sale offer for the network access in the form, extent, and with details defined for the reference offer in provisions of § 82, subsection 4 of the Act. The reference offer must comply with the conditions and requirements applicable to the assumed liability according to this Article 1.

The reference offer for meeting the wholesale offer liability will be made and published within 6 months from the moment of my start of the commercial services for the use of the radio frequencies allocated in this Tender at the latest or of the day when I start using of the radio frequencies allocated from the Tender for provision of the existing services.

Should some technical parameters of the reference offer not be known in the deadlines mentioned above, I agree to publish the reference offer based on reasonable assumptions. With respect to data for which no reasonable assumption may be made, I agree to indicate in the reference offer full list of data the applicant must submit together with the application for conclusion of the contract based on the reference offer in order to complete the reference offer based on this data to complete contract draft while respecting the parameters specified by the interested party. I agree to submit the complete contract draft to all entities interested within three months of submission of the request of that interested party at the latest with all data required in the reference offer. Should the application of the interested party in the wholesale offer do not contain all matters required in the reference offer, I shall appeal it to amend the application upon my liability to the wholesale offer. In this case the three-month deadline postpones at the moment of delivery of the appeal to the eligible interested party in the wholesale offer and it resumes from the moment of delivery of the completed application.

The liabilities of this Article 1 do not prevent me to deal with the entities interested about any other form of the wholesale cooperation regardless the purpose and extent of the wholesale services and intended way of using thereof by the interested party.

I am obliged to keep the conditions of the contractual relationships concluded based on the wholesale offer liability (especially the amount of the agreed prices) for the term of the contract according to the conditions of the assumed liability.

I agree to conclude the contract based on the wholesale offer liability for the effective period not less than 2 years, unless shorter period is required by the interested party. Should the minimum two-year term of the contract exceed duration of the wholesale offer liability, I agree to conclude the contract with the effective date that lasts until the end of the effective date of my liability, unless the parties agree on longer effective date.

I agree without justification, i.e. without unbiasedly justifiable reasons, not to discriminate between the interested parties and/or other persons with whom I have either entered or will enter a contract on wholesale cooperation, even against own services.

Should I be asked for submission of the wholesale offer according to this Article 1, I shall inform the Office in writing about any and all demand for the wholesale offer I will receive from the party interested in the wholesale offer, and about basic parameters of each demand within 15 business days from receipt of such demand and on ongoing basis, however, at least in monthly intervals, to inform the Office in writing about course of the negotiation on provision of the wholesale offer. This liability is without prejudice to other notification obligations towards the Office.

Information provided according to previous clause may not be denied to the Office on account of their confidential nature.

I assume an unconditional liability not to hinder the parties interested in the wholesale offer in the process of negotiation about the contract based on the wholesale offer liability, especially neither administrative, legal nor other obstacles, and demand compliance with conditions not necessary for the process of conclusion of the contract.

I hereby acknowledge that the Office prefers so that the contracts resulting from the wholesale offer liability are concluded based on business negotiation. To this end, the Office considered all forms of the wholesale cooperation (including leased allocation of the radio frequencies) in fulfilment of the development criteria as specified in chapter 7.4 of the Opening.

I hereby acknowledge that the Office is ready upon request of the parties in dispute any dispute regarding compliance of the prices agreed or of other conditions of the wholesale offer agreed above with the conditions of the wholesale offer liability according to the procedure under § 127 of the Act. Should the Office decide a dispute regarding compliance of the prices agreed above with the conditions of the wholesale offer liability, the Office shall proceed according to the pricing methodology based on the margin squeeze prohibition principle².

I acknowledge that breach of the wholesale offer liability shall be regarded as failure to comply with the obligations defined by the decision on the allocation in the sense of § 22b, subsection 1, paragraph b) of the Act. Should the Office find out the breach of the wholesale liability offer, the Applicant shall be appealed for remedy in the sense of § 22b, subsection 1, paragraph b) of the Act.

Should I fail to make a remedy of the breach of the wholesale offer liability within the deadline defined by the Office according to § 114 of the Act, the Office Chairman shall proceed according to § 22b of the Act.

2 Other liabilities

I hereby acknowledge the conditions for transfer of the allocation according to § 23 of the Act mentioned in chapter 7.6 of the Opening.

Place date

.....
Applicant
(business company of the Applicant,
full name, degree, signature
persons authorized to act on behalf of the Applicant)

² <https://www.ctu.cz/postup-ceskeho-telekomunikacniho-uradu-pri-vyhodnocovani-nabidek-vertikalne-integrovanych-operatoru>

Declaration of the person authorized to act on behalf of the Applicant

I declare that as the person authorized to act on behalf of the Applicant I am authorized to assume the liabilities mentioned above on behalf of the Applicant, that I received all approvals, consents, or other authorizations needed for this purpose required for the effective assumption of the liabilities according to the laws of the Czech Republic and laws governing the internal relations of the Applicant's company, and I confirm this by signature attached below.

Place date

.....
person authorized to act on behalf of the Applicant
(full name and signature)