

ANNEX 4

BILLING AND ACCOUNTING

Service Provider Pre-Paid

Billing and Accounting

1 Service Provider Roaming Customers billing

- 1.1 This Annex covers the invoicing for fees payable or receivable for Services.
- 1.2 The Access Seeker will receive revenues from Access Seekers Roaming Customers for their use of Access Seeker Retail Services and Access Seeker will pay for its corresponding use of Services to Tele2. Payment will primarily be made by way of set off, whereby Tele2 will deduct the payment due to Tele2 for Services from the money received from Access Seeker Roaming Customers purchasing Tele2 vouchers. After such set off, Tele2 will transfer the balance (if positive) to Access Seeker. If the balance is negative, Tele2 will issue an invoice for the remaining amount to the Access Seeker.
- 1.3 At purging of inactive accounts after 12 months, all funds registered to the account and not consumed will become property of Tele2.

2 Invoicing / reimbursement

- 2.1 Settlement and invoicing shall be made monthly in arrears. Tele2 shall invoice/reimburse the Access Seeker within fourteen (14) days from the end of the calendar month
- 2.2 Tele2 shall carry out the collection and processing of billing data for Roaming Services, generate amount due for Roaming Services and send such invoices/reimbursements to Access Seeker as set out in section 3 below.
- 2.3 In the case that Tele2 is delayed in the delivery of an invoice/reimbursement, Tele2 shall inform the Access Seeker in advance of such a delay and express the foreseen duration of the delay.
- 2.4 An invoice shall cover all generated costs due from Access Seeker in accordance with the Agreement, which has occurred during one calendar month.
- 2.5 A reimbursement shall contain all generated revenue due to Access Seeker in accordance with the Agreement, which has occurred during one calendar month.
- 2.6 Invoices shall be paid in full within thirty (30) days from the day they were issued.
- 2.7 For any overdue payments, Tele2 shall as exclusive remedy have the right to demand an interest at a rate of EURIBOR (30 days) plus three (3) percent per annum.
- 2.8 For any overdue reimbursements, Access Seeker shall as exclusive remedy have the right to demand an interest at a rate of EURIBOR (30 days) plus three (3) percent per annum.
- 2.9 Notwithstanding what is stated in this Section, payment and invoicing terms of the Agreement shall always be compliant with national laws and requirements.

3 INVOICING

- 3.1 Tele2 will send invoices for Services to the Access Seeker to the recipient and address specified in Annex 11.

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4 OBJECTIONS

- 4.1 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 applies.