

GENERAL TERMS AND CONDITIONS

**FOR ACCESS TO AND/OR SHARED USE OF PHYSICAL INFRASTRUCTURE
OF "UNITED TOWERS BULGARIA" EOOD**

Publication date: December 22, 2022

1. GENERAL PROVISIONS

1.1. These general terms and conditions (the "Terms and Conditions") govern the conditions and terms for provision by "UNITED TOWERS BULGARIA" EOOD, hereinafter referred to as "UTB" to another operator of public electronic communications networks or to an operator of an electronic communications network for the needs of the state administration (referred to as the "Operator") of access to and/or shared use of physical infrastructure (the "Access and/or Shared Use"), the conclusion of Individual Contracts for Shared Use, as well as the term and termination of access and/or shared use.

1.2. Access and/or shared use will only be granted where it is possible to provide an electronic communications network operator with physical access to the relevant location of UTB's physical infrastructure, allowing the operator to connect, maintain and repair his equipment. The use of physical infrastructure is provided by UTB to operators of electronic communication networks based on:

1.2.1. A **Study** of the conditions and manner of access and/or shared use, which are desired by an operator, including the availability of the possibility of providing them;

1.2.2. An **Individual access and/or shared use agreement for each specific case** concluded between UTB and an operator of an electronic communications network that requests Shared Use. An Individual contract is concluded within one month of receipt of a written application from the Operator, accompanied by all the required documents and information, or within one month of elimination of deficiencies in an already submitted application.

1.2.3. **Access and/or shared use** based on the concluded Individual contract. Access and/or shared use between an operator of an electronic communication network and UTB takes place after its construction is made operational in accordance with the Spatial Planning Law, subject to compliance with all other requirements according to the General Terms and Conditions and the current regulations.

1.3. Through these General Terms and Conditions, compliance is ensured with the principles of:

- a) publicity and transparency of the agreed conditions and terms;
- b) equality between the operators using the service.

1.4. The general terms and conditions and the amendments thereto enter into force from the publication date thereof. UTB ensures publicity, accessibility and up-to-dateness of the General Terms and Conditions on its website unitedtowers.bg

1.5. The General Terms and Conditions are binding on UTB and the Operators in their entirety.

1.6. The General Terms and Conditions are an integral part of the individual written contract between UTB and the Operator and are binding on the parties. Individual contracts may not conflict with these General Terms and Conditions.

1.7. These General Terms and Conditions also apply to Operators who, on the date of entry into force, use UTB premises and facilities without a signed individual contract or with a contract signed before the entry into force of these General Terms and Conditions.

1.7.1. In connection with the alignment of those relations arising under item 1.7., these operators are obliged within six months from the entry into force of the General Terms and Conditions to submit a written application to conclude a contract and/or to bring an effective contract in compliance with the General Terms and Conditions, and to submit all documents, permits and licenses that, according to the General Terms and Conditions, are necessary for the lawful use by the operator.

1.7.2. In the event of non-compliance with the deadline under item 1.7.1., as well as in the absence of a ground for shared use (the person does not have a contract, is not an operator, or access to Shared use on his part is in conflict with the General Terms and Conditions and the applicable regulations) or incompleteness and untruthfulness of the documents and evidence provided by the operator, UTB has the right to terminate the Access and/or Shared use, as well as to dismantle the installed equipment or facilities at the expense of the person or the operator, in compliance with the requirements of the General Terms and Conditions. UTB is not responsible for the storage or preservation of the dismantled elements.

1.7.3. Under the conditions of the previous sentence, UTB has the right to terminate the Access to and/or Shared use of the relevant sites, in cases where there would be a violation of property rights or other rights of third parties, including in the event of a possible violation of agreements concluded between UTB and third party contracts relating to the use of physical infrastructure by UTB;

1.8. The individual contract is drawn up according to the template provided by UTB with the necessary annexes, and enters into force from the date of signature by the Parties. The contract may be amended or supplemented by additional agreements signed by the Parties. In the event of an amendment to the General Terms and Conditions, the amendment to the previously concluded contracts shall take effect from the date of entry into force of the amendment to the General Terms and Conditions.

1.9. Parties

Parties to the Individual contract are:

(i) **UNITED TOWERS BULGARIA" EOOD**, with registered office and management address Sofia 1784, Bul. "Tsarigradsko shose" No. 115I, entered in the Commercial Register at the Registry Agency with General ID code EIC 207029565.

(ii) Any **Operator** of an electronic communication network who has concluded a contract for access to and/or shared use of physical infrastructure with UTB.

2. LIMITATIONS

2.1. Operators of electronic communication networks have the right to use physical infrastructure only for electronic communication activity for which the operator has received a permit or submitted a notification, depending on the arrangements for the relevant activity.

2.2. Access to and/or shared use of physical infrastructure is granted by UTB only in the availability of all necessary legal grounds and approvals for use of physical infrastructure, obtained under the relevant procedure from third parties concerned. UTB has the right to refuse Shared use, in cases where there would be a violation of the property right or other rights of third parties, including in case of possible violation of contracts concluded between UTB and third parties, referring to the use of physical infrastructure by UTB;

2.3. Access to and shared use of physical infrastructure and the related electronic communication activity carried out by the relevant operator takes place in full compliance with the requirements of the current legislation, including in connection with the construction and operation of the constructions, which the relevant operator will carry out during the Shared Use of the UTB physical infrastructure;

2.4. Shared use is granted to operators of electronic communication networks according to §1, item 4 of the Additional Provisions of the Electronic Communication Networks and Physical Infrastructure Law, and the latter have no right to assign this right - fully or partially - to third parties, without the express prior written consent of UTB. In connection with the above, UTB and the relevant operator expressly agree that the relevant infrastructure for Access and/or Shared use will be used exclusively for the installation of the equipment and antennas. Changing the use is prohibited and the operator cannot add anything or change it without complying with the conditions and procedure of the General Terms and Conditions and the Individual Agreement. The commissioning of the installation of the relevant facilities by third parties does not constitute an assignment of rights within the meaning of item 2.4.

2.5. Applications are processed in the order of submission.

2.6. In the event of a legal and/or administrative dispute, regardless of its nature, concerning the rights of the Operator of an electronic communication network in connection with the Shared Use, and should the dispute directly affect the legal rights and interests of UTB, the latter has the right to unilaterally limit the Access to and/or the shared use of physical infrastructure until the settlement of the relevant dispute and the establishment in an indisputable and irrevocable manner of the Operator's right to use the above-mentioned facilities.

2.7 . The operator of an electronic communications network has the obligation to provide all the necessary documents for its activity, which are required by the current legislation, as well as the necessary permits for carrying out and using the construction. In connection with the fulfillment of the above-mentioned obligations by the operator, UTB should provide him with assistance according to the current legislation in the fulfillment of the obligations.

2.8. In case the current legislation does not require: the submission on investment projects (working projects) for the issue of a construction permit; construction permit or use permit, respectively a certificate for putting the construction into operation or others documents according to Spatial Planning Law or other applicable legislations, the procedure and conditions on these General terms and conditions apply without the above requirements.

3. Services for providing access to and/or shared use

The Shared Use Services include, but are not limited to:

- 3.1. Deployment of antennas on physical infrastructure of UTB;
- 3.2. Deployment of antenna masts on UTB sites;
- 3.3. Deployment of facilities in UTB premises;
- 3.4. Deployment of equipment outside the premises, on a UTB site.
- 3.5. The activities that will be performed by UTB in connection with the services under items 3.1.-3.4. above include, but are not limited to, the following services:
 - 3.5.1. Exploring the possibility of providing shared use;
 - 3.5.2. Notifying the Operator of the opinion on physical and technical possibility;
 - 3.5.3. If there is an opportunity, organizing a meeting between the Operator and the designated contact employee of UTB, for the purpose of preliminary research and inspection;
 - 3.5.4. Review of an investment/Work project presented by the Operator;
 - 3.5.5. Signing of the Individual Contract and the foreseen protocols;
 - 3.5.6. Provision of installation conditions and signing of the installation protocol;
 - 3.5.7. Conducting an instruction on labor safety for the persons who will work in UTB facilities.
- 3.6. Additional services.

4. APPLICATION PROCEDURE AND TERMS AND DEADLINES FOR PROVIDING SHARED USE SERVICES

4.1. An operator of an electronic communication network who is interested in obtaining access and/or shared use must submit a request according to a template for each individual case to the address/email address specified by UTB : sa@unitedtowers.bg

A request must also be submitted in the following cases:

- 4.1.1. upon changing the purpose of the operator's construction located in the physical infrastructure of UTB.
- 4.1.2. in case of major repair of the operator's building located in premises, facilities and towers of UTB.
- 4.1.3. when carrying out additional construction and assembly works of the operator's building, located on physical infrastructure.

4.2. If the Operator 's Shared Use Application Form is incomplete or not filled in correctly, UTB notifies the operator within 14 days and gives an appropriate period, but not less than 10 days and not more than 30 days, to remedy the deficiencies. In the event that they are not remedied within the specified period, the procedure is terminated, and the operator can submit a new Shared Use Application Form.

4.3. When multiple shared use applications of the same premises and/or facilities are submitted, the applications will be dealt with in the order of submission.

4.4. UTB examines the shared use applications in the order of receipt thereof within 15 working days thereupon, assessing the possibility of implementing the requested Shared Use, as well as the compliance of the operator's facilities with the standards established by these General Terms and Conditions. Should such possibility be unavailable, the condition of item 4.6 applies.

4.5. If a possibility for access and/or shared use is found, within three days, UTB sends an invitation to a meeting with representatives of the operator of an electronic communication network, which is organized in or at the facilities, subject of the shared use application. At the meeting, a preliminary study and inspection of the environment, the technical possibilities and the type of requested Shared Use is carried out. The findings are reflected in a Protocol, which is signed by representatives of both parties.

4.5.1. In case of technical necessity and upon request by UTB, within 30 (thirty) working days of the meeting, the operator must present to UTB a preliminary investment / work project specifying the place of shared use, the location of the switching equipment or the antennas facilities, the method and conditions for air conditioning (where such an opportunity exists), the places for the passage of power cables and others, in the manner and under the conditions specified below:

4.5.2. The preliminary investment projects are prepared by the operators at working project level for that part of the respective operator's network that will be included in the scope of shared use, and are presented to UTB.

4.5.3. The operator is obliged to present to UTB a preliminary investment project in a working project phase.

4.5.4. The development of the above-mentioned work projects must be in accordance with Ordinance No. 4 of May 21, 2001 on the scope and content of investment projects, issued by the Minister of Regional Development and Public Works (promulgated SG No. 51 of June 5, 2001) or another act of the current legislation that regulates these relations.

4.5.5. Should it during the construction process turn out that the project needs amendments and additions, the operator is obliged to make them, having previously obtained the express written consent of UTB. The costs of the amendments and additions to the projects are borne by the operator.

4.5.5.1. UTB must give an answer on the admissibility of the work projects parameters within 45 (forty-five) working days from its receipt.

4.5.5.2. UTB has the right to request a correction of a work project, within 20 working days, in order to ensure a physical and technical possibility to provide the shared use service.

4.5.5.3. When UTB determines that the possibilities for the use of physical infrastructure - object of the submitted request are limited, within 14 days of receiving the request, it announces its intention to grant the rights for its use on its website and in another appropriate way, specifying 14-day deadline for submission of applications by interested parties. UTB sends the information to the Single Information Point simultaneously with the publication thereof on its website. The fourteen-day period for submission of applications starts from the date on which the announcement of the network operator is published in the Single Information Point.

4.5.5.4. If within the 14-day period no applications are received from other operators of electronic communication networks, UTB concludes a contract with the applicant no later than one month after the expiry of this period.

4.5.5.5. If within the period under para. 4 applications are received from other operators of electronic communication networks and it is not possible to satisfy all the requests, UTB appeals to the Communications Regulatory Commission, which rules according to the procedure of Electronic Communication Networks and Physical Infrastructure Law.

4.6. UTB may refuse a Shared Use application by sending a grounded written refusal within one month upon receiving a correctly completed application, when it finds that any of the conditions under item 4.7 are present.

4.7. UTB may refuse access and/or shared use when any of the following conditions are present:

4.7.1. Lack of technical possibility for the physical infrastructure to accept the elements of the physical infrastructure and/or electronic communication networks, including lack of free resource to provide the requested access and/or shared use;

4.7.2. Lack of physical possibility to deploy the elements of physical infrastructure and/or electronic communication networks, in connection with which the provision of access and/or shared use is requested.

4.7.3. Lack of opportunity due to the need to reserve capacity for UTB's own needs. Reservation criteria include:

4.7.3.1. the existence of an investment project for the development of the UTB network, which requires the use of the resource for which shared use is requested

4.7.4. Safety or public health considerations.

4.7.5. A threat to breach the integrity and security of any network, including critical infrastructure, as determined under the current regulations.

4.7.6. a risk of serious disruptions in the operation of electronic communication services or other services by the operator of the physical infrastructure as a result of the planned new services through the same physical infrastructure, as well as in the event of non-compliance of the Operator's facilities with the standards set by these General Terms and Conditions and the current regulations.

4.7.7. Economically viable alternative means of access to physical infrastructure provided by UTB suitable for the deployment of electronic communications networks are available, provided that the access is offered under the terms of the Electronic Communications Networks and Physical Infrastructure Law.

4.7.8. UTB may refuse a shared use application, including to terminate without prior notice any provided Shared use, if in the specific cases it has resulted into a violation of property rights or other rights of third parties, including violation of contracts concluded between UTB and third parties regarding the use of physical infrastructure by UTB.

4.8. Information exchanged between the Parties in connection with the access and/or shared use will be considered confidential information in accordance with these terms and conditions.

4.9. All deadlines for the performance of the actions specified in this Section 4 by the Public Operator are time-limited. If the deadlines are not met due to the fault of the operator, the procedure for the specific shared use application is terminated, and the latter can be re-started by submitting a new access and/or shared use application.

4.10. In the event of a wish to refuse the Shared Use provided, the Operator shall submit an express written refusal application. When uninstalling the equipment, the parties shall sign a dismantling protocol.

5. CONCLUSION OF INDIVIDUAL CONTRACT

5.1. The operator submits to an address/email address specified by UTB a written application for concluding an Individual Contract or signing an additional agreement for access and/or shared use. The contract is concluded within the term according to item 1.2.2.

5.1.1. The operator is obliged to attach the following documents to the application:

- a) a notarized power of attorney for the person authorized to represent the operator's representative(s);
- b) working projects and all related documentation in connection with a construction permit if necessary;
- c) a document certifying the rights to carry out electronic communication for which access and/or shared use is requested;
- d) other documents and evidence required by UTB in connection with the subject of the contract.

5.2. The construction deadline for the works is set at 90 (ninety) working days upon submittal of all necessary documents, unless the Parties have agreed otherwise in writing. UTB has the right to request information about the progress of the works in all phases of construction. UTB has the right to control, through its representatives, the terms and quality of the construction, and the instructions of these representatives are binding on the operator and the persons to whom the latter has assigned the performance of certain work. If the construction and assembly activities have not started within the time specified above, the access application is terminated.

5.3. The operator is fully responsible for the construction and/or placement of the site and obtaining all necessary permits and approvals in connection with it, as well as compliance with all procedures in accordance with the requirements of current legislation.

5.4. After receiving the certificate for putting into operation the relevant construction, or in the event of a change in the emission parameters of the operator's equipment, of which UTB is promptly notified, UTB and the Operator may perform an electromagnetic compatibility test of the Operator's equipment with the rest of the site's equipment and for the presence of harmful emissions interfering with other services. After fulfilling these requirements and in the event that the test results allow the shared operation of the Operator's equipment with all the equipment located on the site, UTB undertakes to sign an installation order certifying that there are no obstacles for the actual sharing of physical infrastructure to begin.

5.5. Subject to compliance with all other requirements of the General Terms and Conditions, the Operator has the right to access and/or shared use of the constructions built by him only after the expiry of the appeal period for the certificate issued to him for putting into operation the relevant construction and if during the appeal period the certificate issued to him has not been challenged by the interested parties under the relevant administrative or judicial procedure. In the event of such a dispute, the right of access and/or shared use shall be suspended until its final resolution or termination in accordance with the relevant procedure. In this case, the arising dispute should directly affect UTB's legal rights and interests.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Rights of the OPERATOR:

6.1.1. To submit an Access and/or shared use application and receive an explicit Response from UTB in cases where shared use is refused.

6.1.2. To obtain the right of access to UTB's physical infrastructure intended for shared use, for the installation, use and maintenance of its facilities in accordance with these General terms and conditions, the Individual contracts for access and/or shared use or the additional agreement thereto.

6.1.3. To receive the necessary assistance from UTB in exercising his rights under these Terms and conditions.

6.1.4. To receive from UTB in due time accounts and tax invoices for the amounts due for Shared Use (according to Section 7 below).

6.2. Obligations of the OPERATOR:

6.2.1. To use the UTB's physical infrastructure only for the purpose agreed between the parties in the Individual Contract for access and/or shared use or the additional agreement thereto.

6.2.2. To secure and install, at his own expense and within the period provided for in the Individual Contract for access and/or shared use, the facilities intended for shared use. These facilities may be installed and connected to UTB facilities only if they meet the conditions contained in the Individual Contract for Access and/or Shared Use and only if they meet the essential compliance requirements under the Product Technical Requirements Act.

6.2.3. The installed facilities of the Operator must meet fire safety and occupational safety standards. UTB may require the Operator to provide written evidence of all consents, licenses and evidence of compliance with these requirements at any time with 14 days notice.

6.2.4. To ensure at his own expense and responsibility the technical and operational maintenance of his facilities, which includes all types of repairs, as well as cleaning the site of construction and installation waste.

6.2.5. To mark the equipment installed by him in a way that unambiguously indicates the ownership rights to them.

6.2.6. Not to interfere with or impede the job of UTB's employees, representatives or subcontractors or on other Operators that use jointly the same physical infrastructure of UTB.

6.2.7. To comply with all internal order and fire safety rules applicable to the physical infrastructure of UTB.

6.2.8. To timely make the payments under section 7 by bank transfer. All bank charges due and commissions are at the expense of the Operator.

6.2.9. To provide a deposit or bank guarantee in the event of item 6.4.8.

6.2.10. To have insured his equipment located on the UTB's physical infrastructure against illegal encroachments, possible damages caused to UTB and/or other Operators who sharedly use the physical infrastructure, which arose in connection with or as result of the shared use of the Public Operator. In connection with this, the Operator is obliged to submit the relevant insurance policy to UTB.

6.2.11. To comply with all requirements for access to UTB's premises, facilities and towers provided for in these General Terms and Conditions.

6.2.12. To notify UTB of accidents, damage or deterioration of quality during the normal operation of his facilities.

6.2.13. To provide the necessary assistance to UTB for the implementation of preventive activities, planned repairs and reconstructions related to the maintenance, development and improvement of the physical infrastructure intended for shared use.

6.2.14. Not to modify, reinstall, uninstall or replace his facilities during the period of access and/or shared use, without the express written consent of UTB.

6.2.15. To uninstall his facilities at his own expense within 5 working days from the termination of the Individual Contract for shared use or from the refusal of shared use for a specific facility/facilities. This does not apply to cases where UTB exercises a lien on equipment installed by the operator, according to item 6.4.7. In case of non-fulfillment of the uninstallation period, UTB has the right to uninstall the facilities and equipment at the expense of the operator.

6.2.16. To fulfill within the specified period the mandatory instructions of UTB regarding the technical requirements for the use of the service, according to the Individual Contract for shared use. To comply with the security and safety rules in accordance with the current regulations and the requirements of UTB.

6.2.17. Not to assign the rights under the Individual Contract for shared use to third parties, without the express written consent of UTB.

6.2.18. To safeguard and preserve UTB's premises, facilities and towers intended for shared use and not to

carry out or permit his employees, agents, representatives or subcontractors to carry out any alteration, damage or trespass which damages the shared premises or UTB's facilities.

6.2.19. Not to disclose and/or distribute to third parties information provided by UTB in connection with the implementation of these Terms and Conditions or the Individual Contract for shared use, unless the parties decide otherwise.

6.3. Obligations of UTB

6.3.1 To provide access to and shared use in accordance with these Terms and the Individual contract for shared use.

6.3.2. To provide the necessary assistance for the installation of the operator's equipment on the premises for shared use, in accordance with these Terms and Conditions and the Individual Contract for shared use.

6.3.3. In cases where UTB agrees to additionally install, maintain and repair the Operator's facilities, the terms and conditions and prices shall be agreed between the Parties in a separate written agreement.

6.3.4. To provide the Operator, its employees, representatives or subcontractors with access to physical infrastructure subject to the terms of access and in accordance with these Terms and Conditions and the Individual Contract for access and/or shared use.

6.3.5. To notify the Operator of reasons that may hinder the implementation of these Terms and Conditions and/or the Individual Contract for shared use, including planned repairs of buildings and facilities, preventive activities and reconstructions related to the maintenance, development and improvement of the premises and facilities for shared use with at least 30 (thirty) days notice.

6.3.6. To maintain the common areas of buildings with premises or facilities for access and/or shared use, and to maintain the physical infrastructure for access to and/or shared use with the care of a good steward.

6.3.7. To remove damage to the physical infrastructure, in an appropriate period of time in view of their nature, unless they are caused by an action or inaction of the Operator.

6.3.8. To issue to the Operator a document establishing the occurrence and duration on the damage, in connection with access and/ or the shared use within 14 days from the remedy of the relevant damage.

6.3.9. To prepare accounts for the obligations of the operator in a timely manner and send invoices for the prices for Shared Use and other amounts due under these Terms and Conditions and the Individual Contract for Shared Use.

6.3.10. To respond within 30 days to the Operator's written complaints, signals and proposals in connection with the application of these Terms and Conditions and the Individual Contract for access and/or shared use.

6.3.11. Not to disclose and/or distribute to third parties information provided by the Operator to fulfill these Terms and Conditions and the Individual Contract for access and/or shared use, unless the Operator has agreed otherwise.

6.3.12. To provide security, in the event that UTB facilities for access and/or shared use are guarded, and measures to limit illegal access to the physical infrastructure subject to access and/or shared use, as well as the installed facilities of the Operator.

6.3.13. To carry out regular measurements, when technically necessary, for the presence of harmful emissions disturbing other services. This obligation applies to the cases when the Operator uses the facilities of UTB.

6.3.14. To provide the necessary assistance to the Operator in exercising his rights according to these terms and conditions.

6.3.15. In the event of an emergency situation, the elimination of which requires damage to an electronic communication network, UTB has the right to proceed with the elimination of the emergency after notifying the Operator of the electronic communication network in advance, giving him a deadline of up to 2 hours to send his representative. The notification is sent via e-mail.

6.3.16. In urgent cases, in which it is necessary to take immediate actions in view of ensuring safety and public health or the protection of human life, the notification shall be made as soon as possible after the accident has been removed. The rules of Art. 26 of the ECNPIL shall apply.

6.4. Rights of UTB

6.4.1. To receive on time and in full the amounts owed by the Operator, in accordance with section 7 below in connection with any shared use.

6.4.2. To require from the Operator complete information and documentation about the technical specifications of his facilities intended for the installation and connection of physical infrastructure intended for access and/or shared use of UTB.

6.4.3. To carry out planned repairs and reconstructions, preventive activities related to maintenance, development and improvement of the physical infrastructure. When carrying out the above measures, UTB has no right to relocate the Operator's facilities, except with his express written consent.

6.4.4. To receive, at a previously specified address, written notifications from the Operator about obstacles, difficulties and other problems related to the implementation of these Terms and Conditions and the Applications for Shared use.

6.4.5. To carry out at any time control on the intended use of the premises and facilities in accordance with these Terms and Conditions and, where applicable, with the Individual Shared Use Contract. For this purpose, it is necessary for UTB to be provided with physical access at all times to all premises in the facilities, as well as to those locked by the operator.

6.4.6. UTB has the right to suspend the provision of access to and/or shared use and to uninstall the Operator's facilities in case of culpable failure to fulfill these Terms and Conditions and the Individual Contract for access and/or shared use, as well as in case of incorrect use by the operator of the physical infrastructure for shared use or failure to comply with the technical requirements and mandatory instructions contained in the Act or other regulations, after sending a 10-day written notice and continuing violation by the operator. The costs of uninstalling and storing the facilities are at the expense of the Public Operator.

6.4.7. UTB has the right of lien on the operator's facilities, if the operator has not provided adequate security for the claims of UTB for the provision of shared use, in accordance with item 6.4.8 below, in the cases of:

- a) non-fulfilment of the obligation to pay the monthly price;
- b) non-fulfilment of the obligation to pay a penalty for delay under these Terms and Conditions and the Individual Contract for shared use.
- c) non-payment of costs incurred by UTB for storing facilities of the operator;
- d) any claims by third parties against UTB and/or in the event of any loss or damage suffered by UTB as a result of the operator's culpable failure to fulfill its obligations under these Terms and Conditions and the Shared Use Contract;

6.4.8. To ask the operator to provide a deposit or a bank guarantee to the amount and within the period specified in the Individual Contract for shared use, to secure the claims of UTB arising from the shared use.

6.4.9. In case of non-payment of the monthly price for the relevant month, and with written notice, UTB has the right to: a) disconnect the electricity supply to the operator's facilities; b) terminate the Individual Contract for shared use after 30 days from the date of suspension. Restoration of interrupted power supply is carried out as soon as possible within 72 hours.

6.4.10. UTB has the right to take actions to remove or relocate the physical infrastructure in connection with its investment intentions. UTB should notify the Operator in a period not shorter than 6 months before the start of the construction and installation works. The notice period may be shorter in cases where this is required by regulatory requirements and/or obligations arising from an act of a competent authority. In this case, the notice is given within a reasonable period of time according to the circumstances.

6.4.11. UTB has the right to take actions to remove facilities from the Operator's network when these General Terms and Conditions or a regulatory and/or administrative act provide for removal. The removal is carried out according to the terms and conditions provided for in the current legislation.

7. PRICES AND PAYMENT METHOD

7.1. The date of signing of the relevant protocol is considered to be the start of provision of shared use;

7.2. The operator owes payment of the monthly price under item 7.3.2., regardless of the fact that a protocol for the provision of shared use has not been signed, if all the prerequisites for the provision of shared use have been met and the failure to sign the protocol for this is due to non-fulfillment of obligations of the Operator.

7.3. For the shared use, the Operator owes UTB payment of:

7.3.1. initial prices that cover the provision of the following services:

- a) exploring the possibility of providing shared use;
- b) price for organizing the service;
- c) cost of access and control when installing equipment;

7.3.2. monthly prices – a monthly subscription for the deployment and operation of the relevant facility

7.3.3. prices for additional services

- a) price for access to UTB facilities in case of termination of the service;
- b) provision of power supply;
- c) use of non-electrical power supply from a diesel generator or other backup power supply.

7.4. The initial prices are paid against a tax invoice issued by UTB as follows:

7.4.1. the prices under item 7.3.1. are paid with the first monthly invoice.

7.4.2. the price for termination of the provision of shared use is paid with the last monthly invoice.

7.4.3. The initial prices paid are non-refundable.

7.5. The monthly prices under item 7.3.2 are paid by the 25th of the current month. UTB issues and sends an invoice for the periodic payment due by the 10th of the month for which the payment is due.

7.6. Failure to receive an invoice on time does not release the Operator from its obligation to pay. In the event of a payment dispute, the parties shall apply the procedure in accordance with Section 19 of these Terms and Conditions and, for the avoidance of doubt, shall pay such disputed amounts according to the invoices, pending application of the relevant procedure.

7.7. The payment is considered to have been made on the date of receipt of the amounts on the UTB account.

7.8. In case of delay in payment of amount due under these general terms and conditions, the Operator owes payment of the legal interest for each day of delay.

7.9. The operator owes the relevant fees for air conditioning and security only in cases where these services are provided by UTB or a third party to whom the provision of these services was assigned by UTB.

7.10. UTB has the right not more often than once within a calendar year, to index the prices of the service, adjusting them by a percentage not higher than the monthly consumer prices index as determined by the National Statistical Institute (CPI, the previous month = 100), accumulated for the period after the last determination of the relevant price. By accepting the General Terms and Conditions, the Operator agrees to the methodology for price adjustment carried out under the conditions of this item.

8. LIABILITY

8.1. of UTB

8.1.1. UTB is liable for non-fulfilment of its obligations in the event of delay in the initial provision of access to and/or shared use per the agreed date, owing a penalty for each day of delay to the amount of 0.1% of

the price under item 7.3.1. b "b". Payment can also be made by deducting the amount due from any amount owed by the Operator. The penalty is due for each individual facility of access and/or shared use.

8.1.2. UTB is not liable for:

- a) damages caused to facilities abandoned by the Operator on UTB's physical infrastructure, intended for access and/or shared use, after suspension or termination of the Individual Contract for access and/or shared use and unclaimed within 30 days, with the exception of cases, in which UTB exercises right of retention, according to item 6.4.7.;
- b) claims of third parties against the Operator in connection with or on the occasion of shared use;
- c) ensuring the confidentiality of messages transmitted by the Operator;
- d) interruption of the power supply for reasons beyond UTB's control;
- e) any damage caused by unauthorized or arbitrary installation of other or additional equipment by the Operator. The remedy of violations and/or damages caused by these facilities is carried out by the Operator as quickly as possible and is at his expense.

8.1.3. In all other cases, outside of those explicitly listed in item 8.1.1 and item 8.1.2, UTB is responsible for damages caused to the operator or his property by illegal actions or inactions of UTB.

8.1.4 UTB is liable for damages caused by its employees, representatives or subcontractors during or in connection with the performance of their official duties, as well as for damages caused by persons charged by UTB on its behalf to exercise rights or fulfill obligations, arising from these Terms and Conditions and the Individual Contract for shared use.

8.2. of the OPERATOR

8.2.1. The Operator is liable for damages caused by him to UTB, which are a direct and immediate consequence of failure to fulfill the obligations under these Terms and Conditions and the Individual Contract for access and/or shared use, or are the result of any action or inaction of the Operator in connection with the shared use.

8.2.2. Regardless of the other UTB's rights upon termination of the Individual Contract for access and/or shared use, with the exception of the cases described in item 12.2.a), 12.2, d and 12.4, the Operator owes UTB a compensation in case of termination before the expiration of the minimum term under item 11.1 – the full amount of the price for providing access to and/or shared use from the date of expiration of the notice period until the end of the Minimum Term. The full amount is due only if the specific facilities and premises are not used by another operator.

8.2.3. The Operator is liable for damages caused by his employees, representatives or subcontractors during or in connection with the performance of their official duties, as well as for damages caused by persons charged by the Operator on its behalf to exercise rights or fulfill obligations arising from these Terms and Conditions and the Individual Contract for access and/or shared use.

9. ACCESS TO PHYSICAL INFRASTRUCTURE

9.1. For admission to the physical infrastructure of UTB, the Operator should fulfill the requirements of the RULES FOR ACCESS TO FACILITIES OF "United Towers Bulgaria" EOOD, which are provided to the operator upon signing the contract. The admission applies to the following objects, premises and facilities:

- 9.1.1 Premises;
- 9.1.2. Roofs;
- 9.1.3. Aerial masts;
- 9.1.45. Areas outside premises, within the facility.

9.2. The operator shall notify UTB in writing of the names of the authorized persons, no later than 5 working days before the admission.

9.3. Access of the authorized persons to the premises and facilities of UTB, intended for the installation of the Operator's equipment, is carried out only if the following conditions are simultaneously present:

9.3.1. the requirements of the rules for access to UTB facilities are met; and

9.3.2. the persons are instructed in occupational safety and are familiar with the technical requirements and rules for access to the buildings of UTB; and

9.3.3. the persons have signed a declaration of non-disclosure of confidential information according to a form provided by UTB, containing provisions similar to those provided for in art. 11 of these Terms and Conditions.

9.3.4 the persons have signed a declaration of awareness of the Privacy Policy and protection of personal data processed by "UTB Bulgaria" EOOD in connection with the control of access to facilities.

9.3.5. Persons wishing access have identified themselves by presenting an access card.

9.4 Operator representatives who have gone through the procedure under item 9.3 are granted access under the conditions of the rules for access to UTB facilities:

10. COMPLIANCE WITH SECURITY REQUIREMENTS

10.1. All persons who carry out work in radio and television stations, are obliged to comply with the Safety and Health Regulations for working in electrical systems of electric and heating plants and on electrical networks (SHRWESEHPEN), as well as the Regulations for ensuring healthy and safe working conditions in facilities of UTB Bulgaria, which define the requirements for safe working conditions when working in radio and television stations. The regulations are provided to the operator upon signing the contract.

10.2. Before entering the site, the staff of the external company goes through the instructions provided for in section III of SHRWESEHPEN given by the person responsible for the user's electrical equipment (the energy engineer). When there is no appointed energy engineer, the employer-consumer only conducts an initial briefing of the personnel of the external company, and has the right to determine access prohibitions to certain areas of the facility. The obligation for the follow-up instructions and the set of watch, if necessary, rests with the external company. Briefings are recorded in the briefing diary with the signatures of the instructor and the instructed.

10.3. The group admitted to work at the physical infrastructure of UTB must have a leader who is responsible for the composition, the number of the group and the qualifications of the persons included in it and technical training on the workplace.

10.4. The work manager monitors the implementation of the necessary measures to ensure safe working conditions, as well as compliance with the work safety requirements by the members of the group and must be present at the workplace and supervise the execution of the work himself.

10.5. The head of the repair and installation group must possess no lower than the fourth occupational safety qualification grade. The members of the group performing work on the electrical part of the facilities must possess no lower than the third qualification grade, except in cases where a higher one is required. Qualification grades are proven with Certificates of acquired qualification grade according to Art. 29, paragraph 1 of SHRWESEHPEN.

10.6. The checks and repair of the facilities are carried out with complete or partial disconnection of the voltage and are carried out in accordance with the requirements of the accompanying, technological and repair documentation of the facility.

10.7. Work on antenna equipment of operating transmitters and radio stations is carried out only by a shift prepared by the facility manager or the group leader determined by the employer of the external company and according to the Rules for safe working conditions when working with antenna mast and feeder equipment of the Regulations to ensure healthy and safe working conditions in UTB Bulgaria sites. A sample for the shift can be found in Appendix 8 of the same regulation.

10.8. Work with shared placement of antenna-feeder systems for television, VHF transmitters, radio relay stations, etc. is allowed only when the intensity of the electromagnetic field at the workplace and the path to it does not exceed the established standards. In other cases, the work is carried out with the transmitters turned off.

10.9 Lifting devices and appliances must meet the requirements of the relevant standardization documents, Regulation No. 7 on the minimum requirements for health and safety working conditions at workplaces and

when using work equipment, and Regulation No. 31 on the requirements for the device and the safe operation of lifting equipment. Lifting devices and appliances are subject to technical supervision, which is carried out by their owner or by natural or legal persons under a contract concluded with him.

10.10 . When visiting UTB facilities, the external company undertakes not to allow contamination with construction or other waste. If violations are found, the external company should remove the pollution at its own expense, otherwise it will be deprived of the right to access the facility and a fine will be imposed, and in case of repeated violations, to all UTB facilities intended for shared use.

10.11 . The equipment installed for operation should comply with:

- a) The requirements contained in the regulations applicable to this equipment related to conformity assessment;
- b) It should ensure safety at work from the risk of electric shock during direct and indirect contact;
- c) It should have a control device available to safely bring it to a complete stop;
- d) It should bear all necessary signs, warning inscriptions and markings related to ensuring the safety and health of workers;
- e) The dials of the control and measuring devices should be marked /or additionally marked/ with the values of the measured values established for safe operation.
- f) The equipment must have accompanying documentation with all necessary data and requirements related to its safe operation.

10.12. The operator bears full responsibility for complying with the occupational safety requirements of his personnel and the consequences of his actions or inactions, as well as for any accident caused by non-compliance with the obligations described above and safe working conditions according to the current regulations in the Republic of Bulgaria.

11. TERM FOR SHARED USE

11.1. The minimum term for using the service under these Terms and Conditions is 1 (one) year from the site's commissioning ("Minimum term for access and/or shared use"). The minimum term of the contract is automatically extended for another year, in the event that neither Party sends written notice of its termination at least one month prior to the expiration of the minimum term. The parties may include in the Contract a clause for automatic extension of the initially defined term.

12. TERMINATION

12.1. UTB may temporarily suspend the Operator's access to the Shared Use facilities in the event of non-fulfillment of essential obligations under the General Terms and Conditions and the Individual Contract, as well as in the event of non-fulfillment of the Operator's obligation to timely pay the prices for Shared Use. For the purposes of these provisions, essential obligations are, but are not limited to, those under Section 1, Sections 2, 6, 7, 9 and 10.

12.2. Each Individual Contract will be terminated or canceled in the following cases:

- a) by mutual agreement of the parties, expressed in writing; or:
- b) at the request of the Operator, expressed in writing by giving a 90 (ninety) day written notice, and the notice period must not expire before the end of the specified Minimum period for shared use; or
- c) in case the Operator fails to fulfill his obligations under item 6.2.2. after the expiration of the period under item 6.2.2., the Individual Contract will be considered canceled with respect to the unused premises and facilities, except in cases of force majeure. To use the service in respect of the unused premises and facilities after such cancellation, the Operator must submit a new application form; or
- d) upon the occurrence of force majeure as a result of which one of the parties is unable to fulfill the undertaken obligations for more than 6 (six) months from the date of occurrence of this force majeure. Should the force majeure last for more than 90 days, either party may immediately terminate the Individual Shared Use Contract by notice to the other party

according to Art. 14 below.

12.3. UTB may unilaterally and without notice cancel the Individual Contract for access and/or shared use in the event of delay by the operator in payment of the initial price or the monthly subscription, which lasts more than 30 days. The possibility of unilateral cancellation without prior notice of the contract applies to the relevant premises and facilities, for the use of which the operator has not paid the initial price or the monthly subscription.

12.4. The operator may unilaterally, with one month's written notice, cancel the Shared Use Contract in case of culpable non-fulfillment by UTB of these terms and conditions or the Individual Shared Use Contract.

12.5. UTB may cancel the Individual Contract for access and/or shared use in the event of non-compliance by the Operator with these Terms and the Individual Contract for access and/or shared use with a one-month written notice, having previously given it 10 (ten) days to remedy the non-fulfillment and with a warning

that otherwise, after the expiration of the term, the Shared Use Contract will be considered terminated. UTB may cancel the Contract for access and/or shared use also without giving a deadline, if the performance has become impossible in whole or partially, or if due to the operator's delay such performance has become useless.

12.6. UTB may terminate access to the facilities for which an access and/or shared use contract has been concluded without prior notice in the event of:

12.6.1. prevention of imminent danger to the health and safety of people, property or facilities;

12.6.2. damages or disruptions in the UTB network due to evidence that the operator's equipment and facilities located at the Shared Use facilities are the source of the relevant damages or disruptions;

12.6.3. an uncoordinated or illegal change is found in the way of construction or use of the facilities for access and/or shared use by the operator;

12.7. UTB may temporarily limit the Shared Use with prior written notice as follows:

a) with 30 (thirty) days' written notice in case of planned repair or reconstruction of the Shared Use facilities;

b) with 3 (three) days' written notice in the case of scheduled inspections of facilities that require securing by shutting them down.

12.8. UTB is obliged to restore the provision of shared use within 72 hours after the reason for the temporary restriction or suspension ceases.

12.9. UTB may immediately suspend access and/or shared use of facilities in the following cases:

a) to Operators or persons who use Shared Use facilities without authorization or the facilities are built and/or used in violation of current legislation;

b) to Operators who allowed the use of their facilities and/or equipment by third parties without the express written consent of UTB;

c) in case of non-fulfillment within the time limit of a prescription of a control body to remedy a violation;

12.10. UTB may terminate the Individual Contract with 10 days' unilateral written notice from UTB, if the relevant authorization is terminated or the registration for electronic communications is deleted.

12.11. The individual contract is terminated in the event of the liquidation of any of the Parties, or upon its declaration of bankruptcy (from the date of entry into force of the court decision).

13. CONFIDENTIALITY

13.1. In accordance with the requirements of this Art. 13 stated below, the receiving Party undertakes to protect the confidential information and not to disclose (as well as to do everything possible, so that its directors, employees and consultants not to disclose) the received confidential information to third parties.

13.2. The Receiving Party undertakes to exercise care in safeguarding the confidential information which is no less than the care that would be exercised by any bona fide person aware of the confidential nature of such information.

13.3. The Receiving Party shall limit the disclosure of confidential information relating to the other Party only to persons having a reasonable need to know it. Confidential information is used only for the purposes for which it was disclosed.

13.4. The Receiving Party may disclose confidential information to its subsidiaries, provided that the subsidiary undertakes the same obligations as those contained in this Article 13.

13.5. The Receiving Party may disclose confidential information to a subcontractor or agent or a third party, provided that the subcontractor or agent or third party in question undertakes the same obligations as those contained in this Art. 13.

13.6. The following actions do not constitute a violation of Art. 13:

13.6.1. disclosure of information with the written permission of the disclosing Party, to the extent permitted;

13.6.2. disclosure of information to an organization whose activity is related to preventing, combating and eliminating the consequences of disasters and accidents;

13.6.3. publishing, in whole or in part, these terms or details thereof in accordance with UTB's authorization, or

13.6.4. disclosure of information carried out in fulfillment of obligations under the authorization of UTB or the operator, or under a valid legal obligation;

13.6.5. disclosure of information carried out in an appropriate manner to the Regulator or to an arbitral body, expert or other person designated by the Parties to resolve a dispute under the Dispute Resolution Procedure;

13.6.6. disclosure of information for the purpose of obtaining or maintaining a registration on/or required under the rules of any recognized stock exchange, provided that as provided for in clauses 13.6.4 to 13.6.6, the receiving Party has informed the disclosing Party in the shortest possible period after making such disclosure.

13.6.7. the disclosure of confidential information in order to protect the rights of either party, according to these terms and conditions or the Individual Contract for shared use.

13.7. The Receiving Party may not use the other Party's confidential information to obtain commercial advantages in providing services to customers.

13.8. Each Party agrees that it will not use the other Party's intellectual property or personal information of its personnel, customers, agents, and any other information acquired under this Contract for advertising or any other purpose without the prior written consent of the other Party.

13.9. The parties understand and agree that possible compensation for damages may not be sufficient to protect them against any violation of any of the clauses of this Article 13 by each of the Parties or their employees or any other personnel acting on their behalf or for their account. Accordingly, each Party may request the imposition of a temporary or final protective measure by the court in connection with any action that constitutes a violation of this Article 13.

13.10. No provision of this Shared Use Contract shall compel either Party to act in violation of any statutory obligation of confidentiality or any obligation of confidentiality contained in UTB's license, operator's permit or any decision of the Regulator related to the confidentiality of customer information or any applicable law, regulation or decision.

13.11. UTB will process the personal data received in connection with the conclusion and execution of the contract in accordance with the Confidentiality and Protection of Personal Data Policy of Contractors of "United Towers Bulgaria" EOOD and their representatives, employees and/or subcontractors and Confidentiality and Protection Policy for Personal Data processed by "United Towers Bulgaria" EOOD in connection with the control of access to its own facilities (the Policies).

13.12. The operator undertakes to bring to the knowledge of his employees and his representatives and subcontractors the information about the place where they can find and familiarize themselves with the Policies under item 13.11.

14. FORCE MAJEURE

14.1. None of the Parties can be considered responsible to the other when it has not fulfilled the terms of these General Terms and Conditions and the individual contract in the event of force majeure. "Force majeure" is defined as an extraordinary event of an insurmountable or unforeseeable nature, beyond the control of the parties, occurring after the date of signing/entry into force of these General Terms and Conditions (a) which directly affects the fulfillment of the Parties' obligations under these General Terms and Conditions and the contract; (b) the occurrence of that event was not the result of the negligence of the relevant Party and could not have been avoided by the taking of the relevant measures by that Party. Circumstances of force majeure include, but are not limited to: (a) earthquakes, floods, fires or other natural disasters, epidemics; (b) war, revolution, insurrection, riot or other civil event, industrial or other accident; (c) government embargo, restriction or other action.

14.2. The party affected by force majeure must immediately notify the other party of the alleged amount and duration of its inability to perform its obligations in accordance with these General Terms and Conditions and the contract. Upon completion of the delay or damage due to force majeure, the affected Party must immediately notify the other party thereof.

14.3. If, as a result of force majeure, the fulfillment of the obligations of one of the Parties under these General Terms and Conditions and the contract is only partially affected, then this Party is responsible for the fulfillment of the obligations that are not affected by the force majeure.

14.4. Any outstanding obligation, the non-performance of which is due to force majeure, shall be performed by the affected Party as soon as practicable after the termination of the force majeure except in cases where such performance is no longer practicable or required by the other Party.

14.5. If the force majeure continues for more than 6 (six) months from the date of the written notification under item 14.2 and no notification of termination of the force majeure has been submitted, while the latter does not enable the affected Party to fulfill its obligations in whole or in part, then after the expiry of this period, the Party not affected by the force majeure has the right to terminate the Shared Use Contract. To this end, it is necessary for the latter Party to give 30 days' written notice to the other Party after the expiration of the 6-month period. If the unaffected party does not terminate this Shared Use Contract in accordance with the provisions of this Article, the affected obligations must be performed by the party affected by the force majeure as soon as possible after the end of the force majeure, except when such performance is no longer possible, or is not required by the other Party, while the unaffected obligations will continue to be performed, according to the terms of these General Terms and Conditions and the Contract.

15. ASSIGNMENT OF RIGHTS

15.1. These General Terms and Conditions are personal to the Parties, and unless otherwise agreed in writing in compliance with the imperative requirements of the Law and under the conditions of this Art. 15, none of the Parties has the right to assign or transfer in whole or in part, or to delegate any of its rights or obligations arising from these General Terms and Conditions, to third parties without the express prior written consent of the other Party.

15.2. The prior written consent under Art. 15.1 is not required to assign or transfer (in whole or in part) rights or obligations arising from these General Terms and Conditions to a successor in title of the assets of the Transferring Party, as long as the said successor in title is its subsidiary.

15.3. When giving written consent within the meaning of Art. 15.1, or in the absence of demandability of such within the meaning of Art. 15.2, it is a precondition that the ceding Party requires the successor in title, the subcontractor, the contractor to enter into a novation or other written agreement between the Parties such that the successor in title, the subcontractor, the contractor undertake to fulfill the clauses and requirements of these General Terms and Conditions.

15.4. The assigning Party is obliged to promptly notify the other of any assignment of rights, for which the consent of the other Party is not required. The assignment of rights is not considered valid if the

executor/successor before entering into the novation agreement between the Parties under Art. 15.3 does not express written consent that it is considered bound by the terms of these General Terms and Conditions.

16. WAIVER OF RIGHTS

16.1. The waiver of either Party to assert its rights for any breach by the other Party or non-enforcement of any of the terms of these General Terms and Conditions shall not be deemed a waiver of rights for all other breaches of the same term or any other of the terms of these General Terms and Conditions. In order to be valid, the waiver of rights must be made in writing and signed by a person who represents the Party making the waiver.

17. INTELLECTUAL PROPERTY RIGHTS

17.1. Except as otherwise expressly provided in the Individual Shared Use Contract, intellectual property rights shall remain the property of the Party that created or owns the same, and nothing herein shall be deemed to be a transfer or license of intellectual property rights by either Party on the other

18. SEVERABILITY OF PROVISIONS

18.1. The invalidity or unenforceability of any provision of these General Terms and Conditions shall not affect the validity or enforceability of all other provisions of the General Terms and Conditions.

19 . SETTLEMENT OF DISPUTES

19.1. The parties agree to resolve in a spirit of good will, through consultations and negotiations, any disputes or differences arising from this and the Dispute Resolution Procedure provided for in Art. 19.1 will be applied prior will be applied prior to the commencement of any other judicial or extrajudicial proceedings in connection with such dispute. In the event that the Parties cannot resolve the dispute through negotiations, they agree to apply the following procedure:

19.1.1. One or more authorized representatives of each Party shall meet at the premises of UTB (or designated by UTB) to attempt to resolve the dispute. If the Parties do not manage to meet or resolve the dispute within two months, from the date of convening the meeting, unless a normative act specifies another term, then

19.1.2 The parties agree that each of them may refer the matter to the Regulator or to experts selected by both parties.

19.2. Regardless of the dispute resolution procedure described in Art. 19.1, or if the procedure under Art. 19.1 above has been exhausted, each party has the right to file a claim before the competent Bulgarian court (unless otherwise agreed between the parties).

19.3. For the avoidance of doubt, Article 19.1. and Art. 19.2. do not limit either Party from seeking the imposition of protective measures in the event of a breach by the other Party of any of the obligations relating to confidentiality and intellectual property rights or from initiating procedures to prevent losses that could occur as a result of an action or inaction of the other Party.

20 . DEFINITIONS

For the purposes on these General terms and conditions for shared use of physical infrastructure these concepts will have the following meaning:

20.1. "Confidential Information" means information in any form which, as far as information in written or electronic form is concerned, is clearly marked as confidential, or which, in the case of oral communication, is, at the time of disclosure, indicated as confidential, or is confidential in nature and includes confidential information that has already been disclosed by one party to the other prior to the date of this agreement, except for information that:

- (a) is or becomes Public for a reason other than a violation of these Terms; or
- (b) was previously known to the receiving party and was not confidential at the time it was received; or
- (c) is independently generated, developed or discovered at any time by or for the receiving party; or
- (d) is subsequently received from a third party without restrictions on its disclosure;

20.2. "Third Party" means a person other than UTB or the Operator;

20.3. "Third party operator" means a person who is neither the operator nor UTB and operates a public electronic communications network;

20.4. "Intellectual Property Right" means any patent, invention, registered or unregistered design, registered trademark or service mark, copyright, design right, semiconductor topographical right, know-how or other related right that may be exercised in any part of the world, including its applications.

20.5. "UTB's Facility" is equipment or part thereof that is constructed, used and owned by UTB. The equipment must be built and used by UTB in connection with and on the occasion of the activity of providing electronic communication networks and/or services.

20.6. " UTB's Premises" is part of a separate building used by UTB in connection with or on the occasion of the activity of providing electronic communication networks and/or services.

20.7. "Operator of an electronic communication network" is:

- a) an enterprise providing, or having the right to provide, public electronic communication networks and/or services, and
- b) operator of an electronic communication network for the needs of the state administration.

20.8. "Electronic communications network" is a set of transmission facilities and, if necessary, switching and/or routing facilities and other resources, including inactive network elements, which enable the transmission of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (channel-switched or packet-switched, including the Internet) and mobile terrestrial networks, electrical distribution networks insofar as they are used for the transmission of signals, networks used for radio and television broadcasting, and cable electronic communications networks for the distribution of radio and television programs, regardless of the type of information transmitted.

20.9. "Electronic communications service" is a service, normally provided for a fee, which wholly or mainly involves the transmission of signals over electronic communications networks, including transmission services carried out over broadcasting networks, excluding content-related services and/or control over it. The scope of electronic communication services does not include the information society services, which do not consist entirely or mainly of the transmission of signals through electronic communication networks.

20.10. "Public electronic communication services" are electronic communication services available to the whole society.

20.11. "Effective legislation" means any effective (now or in the future) legal act and/or regulation, (general or individual administrative act) that affects the activity of UTB or the Operator.

20.12. "Individual contract" means a contract concluded between UTB and the Operator, which regulates the conditions, as well as their rights and obligations in connection with the provision of access and shared use of a specific physical infrastructure, as well as all other relations related to this use.

20.13. "Construction" is an above-ground, semi-underground or underground network and/or facilities of the technical infrastructure, including construction and installation works, as well as their major repairs, reconstructions and alterations with and without a change of purpose.

20.14. " Change of purpose " of a building or a part of it is a change in its use without any construction and installation work carried out.

20.15. "Overhaul" of a building is a partial restoration and/or partial replacement of elements, main parts, equipment or installations of the building, as well as the construction and installation works, with which the originally inserted but worn out materials, structures and structural elements are replaced with other types or new types of work are carried out, which restore their operational suitability, improve or extend the term of their operation.

20.1 6. "Construction and installation works" are the works through which the structures are built, repaired, reconstructed, remodeled or restored.

20.17. "Facility" is any element of a network that is intended to accommodate other elements of an electronic communication network without itself becoming an active element, i.e. "physical infrastructure" within the meaning of § 1, item 10 of the Supplementary Provisions of ECNPI Act.

20.18 - Facility type "Roof" The facility represents part/s of a roof or facade space of a building and/or a room located in the roof or under-roof space of a building. It is used to install base stations providing coverage mainly outside the building in which they are located. Antenna masts with antennas are placed on the roof or on the facade of the building, and the equipment is installed in a technological cabin on the roof or in a room in the building.

20.19. Facility type "Interior coverage of a building" - The facility represents: a room or a part of a room, as well as other areas, outside the room, of the same building. Used for: installing of base station/s providing coverage inside the building they are located in. Equipment placement: the equipment is installed in the individual room or area of the building, and the antenna system is located inside the building. The antenna system can be: a) common - built by one party or by both parties sharedly, and providing the opportunity to be used by both parties at the same time; b) parallel - built on one party and intended for use only by it.

20.20. Facility type "Terrestrial" The facility is: land property or a part of land property, together with the iron grid structure, with/without a building, serving the IGS. Equipment placement: the equipment is installed in a technological cabin, a room of a building near or on the IGS, the antennas are placed on the IGS.

An integral part of these General Terms and Conditions are

Appendix 1 - Specific technical requirements;

Appendix 2 - Price list

Appendix 3 - Pricing Mechanism.

**Specific technical requirements for
collocation of UTB's physical infrastructure**

1. The main elements of the service are:
 - 1.1. Provision of a physical place on an antenna mast, on a technological terrace of a tower or on a roof or wall of a UTB building, which are used to provide electronic communication services, for the placement of the Operator's antennas;
 - 1.2. Ensuring the possibility for the Operator to build feeder connections between the antennas and his telecommunications equipment, including grounding the antennas;
 - 1.3. Ensuring the possibility of access to persons authorized by the Operator.
2. Antennas of several Operators can be mounted on one mast, tower or roof. The location of the antennas must be in accordance with the technical projects approved by UTB.
3. Preserving the integrity of the waterproofing insulation and the roof structure is a mandatory condition.
4. Arrangement of antenna panels:
 - 4.1. The maximum section of the antenna mast that is occupied by one operator cannot exceed the height of the installed antenna panels plus the minimum required distance for electromagnetic decoupling with other adjacent antennas;
 - 4.2. Antenna elements of another operator cannot be placed in the area occupied by one antenna system;
5. Deployment of parabolic antennas:
 - 5.1. The maximum diameter of the parabolic antenna located on an iron grid structure for collocation should not exceed 3000mm. Antennas of larger sizes can be collocated only after coordination and permission from UTB;
 - 5.2. The location of the antennas should be in accordance with the working projects approved by UTB and should not lead to a violation of the visibility of already built RRL routes.
6. Assignment of use of the antenna masts to other users is not allowed.
7. UTB reserves the right to require changes in the location of antennas and antenna masts installed by the Operator, as well as the dismantling of the same when constructing an antenna mast owned by UTB. The related activities are at the expense of UTB and the placement of the antenna systems on the new UTB mast shall be agreed with the operators affected by the changes. The operator undertakes to comply, with UTB providing him with an appropriate deadline to relocate . The costs are at the expense of UTB.
8. The placement of any antennas or other operator equipment on UTB's masts, in the field of TV and VHF antenna systems is inadmissible. The minimum distance from the top of the antennas of the public operator with which UTB will enter into an agreement for the shared use of antenna masts is as follows:
 - 8.1. the distance of the customer's antenna from the end of the antenna system in the UHF range shall be greater than 1.5 meters;
 - 8.2. the distance of the customer's antenna from the end of the antenna system in the VHF range shall be greater than 3 meters.

**Pricelist
for shared use of physical infrastructure of UTB**

1. Initial prices:

- 1.1 Price for researching the possibility of providing shared use - BGN 100.
1.2 Price for access and control when installing equipment - BGN 300.

2. Monthly prices:**2.1 Price for deployment of antennas and radio modules (RRU) on UTB's physical infrastructure:**

Equipment	Price, BGN
Diameter of parabolic antenna , m.	
up to 1.20	130
over 1.20	280
Athena canvas, depending on its height, m.	
up to 2.00	180
over 2.00	220
RRU	110

For each antenna other than the above or other equipment – BGN 110.00 per piece.

If the size of the support structure for the above antennas, RRU or other equipment is larger than the diameter/size of the antenna, it is charged according to the length of the support structure.

2.2 Price for placing facilities in premises:

Service	Price, BGN
1 cub. m	78
Each started cubic m after the first one	78

2.3 Price for providing security – BGN 100.**2. 4 Price for placing equipment outside the premises:**

Occupied area, sq.m	Price, BGN
up to 6 sq.m	55

2. 4 .1 For each parabolic antenna, depending on its diameter: according to the prices under item 2.1

3. Prices for additional services

3.1.1. Monthly price for sharing a diesel generator - BGN 2,000.

3.1.2. Price for sharing a reserved power supply from a diesel generator with automatic voltage regulator (AVR) BGN/month – BGN 500.

3.2 Price for access to the facilities upon termination of the service – BGN 100.

4. Electricity

4.1 The monthly prices do not include the price for the consumed electricity of the facilities.

4.2 When opening its own batch, the public operator will pay directly to the electricity distribution companies for the consumed electricity.

4.3 In the event that the electricity is not paid directly to the electricity distribution companies, prices apply as follows:

4.3.1 Electricity is paid at the prices determined by the electricity distribution companies based on data from a control electricity meter or for consumed power according to the technical documentation of each facility.

4.3.2 Monthly price for processing data on consumed power and payment with the electricity distribution companies for each site where the operator has shared use - BGN 20.

5. Prices do not include VAT

PRICING MECHANISM

General

The pricing mechanism for the provision of access to and shared use of physical infrastructure of other operators is implemented in accordance with the *"Methodology for the way of allocating costs when determining prices for providing access to and shared use of physical infrastructure and the right to passage under the Electronic Communication Networks and Physical Infrastructure Law"*.

Pricing mechanism

The prices are calculated based on the valuation of the costs inherent to the service:

The distribution of costs by economic elements is carried out in a way that provides information on the cost per unit of the provided service for each type of physical infrastructure or element thereof, in proportion to the access capacity used. The principle of historical cost is observed, according to the accounting data and the accounting policy of the company.

The main components in forming the final price are:

- Depreciation costs - depreciation deductions, calculated by the straight-line method, for assets inherent to the implementation of the relevant service – buildings, towers and masts, machinery and equipment, etc.
- Costs for external services
- Material costs
- Internal labor costs
- Other inherent costs
- Transport costs
- Cost of capital occupied for the implementation of the relevant services
- Profit

To determine the final monthly price per unit of service, a corresponding part of the costs inherent to the service is allocated, taking into account an appropriate basis – number, type of co-located equipment, occupied area, etc. The definition of prices takes into account the specific characteristics and requirements of the various equipment - dimensions, weight, purpose and capacity.

When forming the prices of the services for shared use, the differences in costs related to the different facilities are taken into account. For each of the services provided, a process and quantitative-value estimates have been developed according to the specifics of the UTB facilities, which reflect the capital and operational costs associated with providing space and maintaining the functionality of these facilities. The costs are calculated based on these estimates.

Initial price for providing the services

The one-off prices for research, organization, access and control are formed by valuing the accompanying process. Personnel costs are calculated in accordance with the average labor rate, allowances and expenditure standards for the relevant activities.

Monthly prices

The monthly price is due for the provided physical space for deploying the operator's facilities on UTB facilities. The price includes operational costs for equipment, maintenance and servicing of the facilities, depreciation deductions for the construction of the facilities and profit.

1. Price for placement of antennas

The differentiation of prices by elements covers the following stages:

- Facilities survey.
- Determining the cost sharing portion.
- Determination of average cost of antenna and other equipment by category type, usable and occupied area.
- Determination of price based on determined average costs, rate of return on occupied assets and profit.

2. Price for collocation of facilities in UTB premises

The usage price is formed per cubic meter for each facility category.

If there are costs for a fire alarm system, air conditioning, ventilation, electricity, round-the-clock security and others, they are reflected in the calculations.

3. Price for additional services

The costs of providing additional services are incurred when the customer requests to use the service. The price is determined by the need for all visitors to be specially instructed in safety and is determined for each facility category.

4. Discounts and deviations from prices

1. UTB offers discounts and other price deviations. Price discounts are offered on the basis of Art. 1, para. 3 of the Methodology for the way of allocating costs when determining prices for providing access to and shared use of physical infrastructure and right of way under the *Electronic Communication Networks and Physical Infrastructure Act* (State Gazette No. 92 of November 6, 2018).

2. Discounts are applied in accordance with the objectives and principles under Art. 2 and 3 of the *Electronic Communication Networks and Physical Infrastructure Act*.

3. The criteria used in determining the specific amount of price discounts are as follows:

- 3.1. Size of equipment deployed by the OPERATOR;
- 3.2. Volume of the services used for access to and/or shared use of UTB's physical infrastructure;
- 3.3. Reciprocity of services provided to the OPERATOR;
- 3.4. Proportionality of the capacity used by UTB and the OPERATOR;
- 3.5. The specifics of the specific facility/element of UTB's physical infrastructure, for which access to and/or shared use is requested, including: the additional construction and installation works to increase the load capacity of the respective object, facility category; location; costs of technical support, etc.;
- 3.6. Others.

No discounts shall apply for sharing a diesel generator, including a spare one.