



Český telekomunikační úřad
Czech Telecommunication Office

Sokolovská 219, Praha 9
Post Box 02, 225 02 Praha 025, Czech Republic

Annex 2A

To the Invitation to Tender for Granting of the Rights to Use Radio Frequencies to Provide
Electronic Communications Networks
in the 700 MHz and 3400–3600 MHz Frequency Bands

Declaration of Acceptance of Commitments by the Applicant (Incumbent Operator)

Declaration of Acceptance of Commitments by the Applicant Incumbent Operator

This Annex 2A (hereinafter referred to as “**Declaration**”) is an integral part of the Application for Granting of the Rights to Use Radio Frequencies (hereinafter referred to as “**Application**”) pursuant to Section 21 of Act No. 127/2005 Coll., the Electronic Communications Act (hereinafter referred to as “**Act**”) submitted according to the Invitation to Tender for Granting of the Rights to Use Radio Frequencies to Provide Electronic Communications Networks in the 700 MHz and 3400–3800 MHz Frequency Bands (hereinafter referred to as “**Invitation to Tender**”) announced on **7 August 2020**

by the Czech Telecommunication Office,

registered office in Sokolovská 219, Praha 9, P.O. Box 02, Postcode 225 02, Praha 025

(hereinafter referred to as “**CTU**”)

Identification data of the Applicant (Incumbent Operator) accepting the commitment:

Company:

Address:

Company Registration No. (IČO):

Person authorized to act on behalf of the Applicant (Incumbent Operator):

.....

(hereinafter referred to as “**Applicant (Incumbent Operator)**”)

Terms not defined in this Declaration shall have the same meaning as the terms defined or mentioned in the Invitation to Tender and/or in the Application.

Content of the Commitment Accepted by the Applicant (Incumbent Operator):

I, the Applicant (Incumbent Operator), hereby accept the following commitments associated with the granting of right to use radio frequencies in the 700 MHz and/or 3400–3600 MHz frequency bands based on the tender described in the Invitation to Tender (hereinafter referred to as “**Tender**”) and undertake to comply with these commitments in due and timely fashion.

1 National Roaming Obligation

I, the Applicant (Incumbent Operator), hereby accept the national roaming obligation in case I acquire a block allocation in the 700 MHz frequency band in the Tender, provided that the national roaming obligation, including all obligations and declarations according to this Chapter 1 of the Declaration, will not apply to me if another Incumbent Operator becomes an Allocation Holder with a block allocation, which includes Auction Block A3.

I acknowledge that the purpose of the national roaming obligation is to create conditions which will allow all Legitimate Applicants Interested in National Roaming - who are Allocation Holders in the 700 MHz and/or Allocation Holders in the 3400–3800 MHz frequency band and at the same time are not Incumbent Operators and who will conclude with the Allocation Holder, to whom the National Roaming Obligation applies, an agreement on provision of national roaming – to provide electronic communication services in the scope and under the conditions of chapter 8.1 of the Invitation to Tender.

I undertake to provide national roaming under the national roaming agreement under the terms and conditions laid down in chapter 1 of this Declaration to the benefit of the Legitimate Applicants Interested in National Roaming.

I acknowledge that for the purpose of this obligation, national roaming means access to the public communications network operated by the Allocation Holder, to whom the National Roaming Obligation applies, used for the provision of publicly available electronic communications services by means of (i) 2G, 3G and 4G technologies in the entire scope of services (including data, voice and SMS) and (ii) 5G technologies in the scope of the Internet access service EBB (*enhanced broadband*) and data services for the provision of equivalent to voice services and SMS in quality not preventing provision of the equivalents to voice services, both with the use of radio frequencies in the frequency bands of 800 MHz, 900 MHz, 1800 MHz, 2100 MHz and/or 2600 MHz.

I acknowledge that the above-stated national roaming obligation is limited in time, i.e. until 30 June 2029. I may restrict the provision of services under the national roaming obligation during duration of the obligation until 30 June 2029 only to the extent to which I cannot provide services under this national roaming obligation due to limitation or termination of provision of electronic communications services to my customers.

Based on the national roaming obligation, I undertake to allow Legitimate Applicants Interested in National Roaming, in accordance with their requirements and technical capabilities of the network on which national roaming is provided, to provide independent electronic communications services in the scope, quality and with geographic coverage of the territory and population of the Czech Republic which are not worse than the scope, quality and geographic coverage of the territory and population of the Czech Republic in services which I provide to my customers or, upon the request of the Legitimate Applicant Interested in National Roaming, with lower scope of services and/or lower geographic coverage of the territory and population of the Czech Republic.

In counties, which are covered by Legitimate Applicant's network, I am obliged to provide the Legitimate Applicant access to 2G/3G/4G services for limited duration period of national roaming obligation, unless we agree with the Legitimate Applicant otherwise. Regarding 5G services in such counties applies, the both parties (i.e. the Legitimate Applicant and me, as the Allocation Holder in 700 MHz frequency band who is also an Incumbent Operator) may ask the other party to limit the provision of access based on national roaming in such county. Unless we agree with the Legitimate Applicant otherwise, I can limit provision of access to 5G services based on national roaming in a county, should the Legitimate Applicant Interested in National Roaming reach network's coverage in such area own of at least 90 % of the county's population according to chapter 1.1 of the Annex 5. I acknowledge, that I am entitled to limit access according to the previous sentence only after acquiring permission from CTU, which

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verifies, whether the conditions for coverage by Legitimate Applicant's own network in a respective county are fulfilled. I acknowledge, that the party, which proposes to modify access based on national roaming, shall bear the adequate one-off costs related to geographic restriction (especially system modification).

Within the national roaming under this national roaming obligation, I undertake to not restrict the purpose, scope, quality and composition of services provided by the Legitimate Applicant Interested in National Roaming. To avoid any doubts, I shall not limit the Legitimate Applicant Interested in National Roaming in terms of provision of services to a certain market segment (e.g. business sector) or provision of wholesale services (e.g. services for MVNO). To be entitled to use national roaming, the Legitimate Applicant Interested in National Roaming shall provide retail services; i.e. if the Legitimate Applicant Interested in National Roaming provides wholesale services (e.g. services for MVNO) under national roaming, they are also obliged to provide retail services under national roaming.

In the event that, for objectively demonstrable capacity reasons, it is impossible to fulfil the national roaming obligation in the entire geographic scope of the host network, I undertake to fulfil this national roaming obligation with the geographic scope defined in advance by an agreement with which the fulfilment of the national roaming obligation is not prevented by the objective capacity limitation, unless I and the Legitimate Applicant Interested in National Roaming agree otherwise.

Unless we agree with the Legitimate Applicant otherwise, I accept the obligation, that the unit prices for provision of national roaming must be based on the methodology of long-run average incremental cost (LRAIC+) taking into account a return on the capital invested according to the current pre-tax value of WACC, which is laid down by CTU in the Measure of General Nature No. OOP/4, as amended,¹ and which will be increased by risk premium taking into account the risks related to investments to new 5G networks and to the provision of the national roaming services by 1,41 percentage point, and also must be based on the following principles:

- The optimisation shall be of the "Scorched Node" type, i.e., the actual topology of the network of the Incumbent Operator in given year (actual number of nodes and technological equipment thereof) will be taken into account;
- The addition of the incremental cost related to the active technology in sites with high use of capacity for 4G and 5G technology will be enabled;
- If relevant, the cost calculation must take into account, in addition to the functionality of the national roaming, also a functionality of the national roaming for PPDR and/or functionality of the required coverage within the Priority BB-PPDR obligation. I undertake to take into account sharing and cost allocation into BB-PPDR service in following cases: I already provide the service or I will provide the in a time for which the prices are being calculated;
- Total costs (corresponding to current technological equipment of the network, increased by the incremental costs for sites with high use of capacity for 4G and 5G technology and taking into account the PPDR functionality) will be calculated taking into account the expected development in the following period (at least one year);
- The capacity optimisation on backhaul level will be taken into account;
- The assets necessary for the provision of the service will be defined using the MEA method (Modern Equivalent Asset), using the current purchase value thereof for evaluation (if the current purchase value is not available, the average value from last

¹ <https://www.ctu.eu/measures-general-nature>

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three years accounts, or the shortest possible period longer than three years with data available, will be used);

- Economic depreciation will be determined using the method of modified tilted annuity, which is defined by a formula, where:
 - $C_{t=1}$ means annual capital costs;
 - $I_{t=0}$ means asset value at the beginning of the period;
 - r means cost of capital (WACC value increased by risk premium of 1,41 percentage point);
 - i means annual change of the asset price;
 - u means average time needed for creation of an asset;
 - n means life of an asset;
- $C_{t=1} = I_{t=0} * \left(\frac{1+r}{1+i}\right)^u * \frac{(r-i)}{1 - \left(\frac{1+i}{1+r}\right)^n}$
- Costs will be allocated using the methodology of ABC (Activity Based Costing) which takes into account the causal relationship between the occurrence of the cost and the target cost object (i.e., ultimately the service provided);
- The wholesale process costs, and the corresponding share of the general and administrative costs will be allocated using the so-called Equi-Proportional Mark-Up (EPMU);
- If relevant, the costing will take into account MORAN/MOCN sharing, including the consideration of cost allocation to the service of Priority BB-PPDR;
- The resulting unit costs calculated in the national roaming obligation must take into account the required representation of different technologies (2G, 3G, 4G, 5G) and particular geotypes;
- No duplicate counting of any operation or cost may occur within the costing.

In addition to the unit prices, I am entitled to charge for the services included in the national roaming obligation also an adequate one-off cost for a set-up of the service in the amount corresponding to the actually incurred costs, not exceeding the costs in usual amount.

I undertake to re-calculate the unit prices for the provision of national roaming based on this national roaming obligation in accordance with the above-described methodology as follows, unless I and the Legitimate Applicant Interested in National roaming agree otherwise: The Legitimate Applicant Interested in National Roaming will submit by 30 July of the respective calendar year an updated operation plan for the next calendar year (an operation plan means especially number of minutes/SMS/MMS/MB sorted by geotype and technology). I undertake to re-calculate the unit prices taking into account the updated operation plan of the Legitimate Applicant Interested in National Roaming and taking into account the update of the values of other inputs to the costing, and submit the proposed amendment to the national roaming agreement updating the wholesale unit prices of the national roaming to the Legitimate Applicant Interested in National Roaming by 30 September of the respective calendar year, provided that the updated prices will apply from 1 January of the following calendar year.

I undertake that immediately after receiving the request for submission of the draft agreement, to commence and conduct in good faith negotiations aimed at conclusion of the national roaming agreement with each Legitimate Applicant Interested in National Roaming, irrespective of whether this Legitimate Applicant Interested in National Roaming has already met the condition of coverage of at least 10% of the population of the Czech Republic by means

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of the electronic communication network operated by this Legitimate Applicant Interested in National Roaming using own frequencies solely in the 700 MHz and/or 3400–3800 MHz frequency bands in the technological 5G Standard, while the electronic communications service provided through own network must be operated at least on 500 outdoor base stations sites according to the valid Individual Authorisation. This coverage condition may be agreed-upon as a condition precedent for the national roaming agreement to take effect.

I further commit, under the national roaming obligation, to not cease provision of national roaming to the Legitimate Applicant Interested in National Roaming earlier than is the duration of the agreement if it is not proved that the Legitimate Applicant Interested in National Roaming did not meet the coverage condition of at least 30% of the population of the Czech Republic by means of their own electronic communications network using own frequencies solely in the 700 MHz and/or 3400–3800 MHz frequency bands in the technological 5G Standard not later than by 30 June 2025, while the electronic communications service provided through own network must be operated at least on 1,000 outdoor base stations sites according to the valid Individual Authorisation. The possibility of geographical limitation of the national roaming service, described above in this chapter 8.1 of the Invitation to Tender, remains untouched.

I also acknowledge that to evaluate the fulfilment of coverage conditions of the Legitimate Applicant Interested in National Roaming, the fulfilment or failure to fulfil the conditions will be certified by CTU upon the request of the Legitimate Applicant Interested in National Roaming, or my request.

In order to fulfil the national roaming obligation, I undertake to submit to the Legitimate Applicant Interested in National Roaming a binding full draft version of the national roaming agreement which will meet the conditions of the accepted national roaming obligation according to this chapter 1 of the Declaration, within 3 months of receiving the request of the Legitimate Applicant Interested in National Roaming for submission of the draft agreement, under the condition that the Legitimate Applicant Interested in National Roaming provides, upon request, necessary assistance and cooperation for the preparation of this draft agreement.

I am aware of the fact that the request of the Legitimate Applicant Interested in National Roaming for submission of the draft national roaming agreement must contain at least the following information:

- The expected operation plan at least for the period of 24 months from planned commencement of service provision;
- Required scope of the services;
- Required term of the agreement (not shorter than two years).

I hereby take on an unconditional commitment not to put any administrative, legal or other impediments in the way of the Legitimate Applicants Interested in National Roaming in the process of negotiating the agreement based on the national roaming obligation and not to require fulfilment of conditions which are not absolutely necessary for conclusion of the agreement, not necessary for proper provision of electronic communications services by means of the national roaming, and not common for entering into commercial agreements.

Unless I and the Legitimate Applicant Interested in National Roaming expressly agree otherwise, I undertake that the agreement entered into on the basis of the national roaming obligation must meet at least the following conditions:

- The agreement must ensure that the customers of the Legitimate Applicant Interested in National Roaming will have access to the services to the same extent to which I provide the services to my customers using 2G, 3G, 4G and/or 5G technologies;

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- The agreement must allow for gradual reduction of the national roaming in terms of geographic scope and/or scope of the services, initiated by the Legitimate Applicant Interested in National Roaming;
- The agreement must not include penalties, including penalties for a failure to comply with the operation plan, on top of the scope and amount of adequate penalties usually exercised in wholesale relationships on the electronic communications market;
- The agreement must be concluded with a term covering at least the period until the end of the national roaming obligation, provided that the Legitimate Applicant meet the coverage condition of at least 30% of the population of the Czech Republic by means of their own electronic communications network using own frequencies solely in the 700 MHz and/or 3400–3800 MHz frequency bands in the technological 5G Standard not later than by 30 June 2025, while the electronic communications service provided through own network must be operated at least on 1,000 outdoor base stations sites according to the valid Individual Authorisation, unless the Legitimate Applicant Interested in National Roaming requests a shorter term, but not less than two years.
- I will not unilaterally change the terms and conditions of the national roaming agreement, other than the option to reduce the provision of services under this national roaming obligation due to the reduction or termination of the provision of electronic communications services to all of my customers in accordance with the terms and conditions of that obligation.

I undertake to inform CTU in writing about every request for submission of a draft of the national roaming agreement which I receive from the Legitimate Applicant Interested in National Roaming, within 15 working days of the date of receiving the request. I also undertake to inform CTU in writing on continuous basis, but at least once a month, about the development of the negotiations concerning the conclusion of the national roaming agreement. I acknowledge that this obligation is without prejudice to other notification obligations, which will apply to me, with respect to CTU. I am also aware that this information may not be denied to CTU by reason of confidential nature thereof.

I understand and accept that CTU prefers that the agreements based on the national roaming obligation be concluded on the basis of commercial negotiations, complying with the requirements according to this national roaming obligation.

I also acknowledge that CTU is prepared to settle a dispute, if any, about the consistency of the draft agreement or an amendment to the national roaming agreement with the conditions of the national roaming obligation using the procedure pursuant to Section 127 of the Act.

I am aware of the fact that a breach of this national roaming obligation will be considered a failure to comply with the obligations laid down by the decision to grant block allocation pursuant to Section 22b(1)(b) of the Act. If CTU finds a breach of the national roaming obligation, it will ask me to provide remedy pursuant to Section 114 of the Act. If I fail to provide remedy of the breach of the national roaming obligation within the time limit set by CTU according to Section 114 of the Act, the CTU Council Chair will proceed according to Section 22b of the Act.

I also acknowledge that or the purpose of dispute resolution according to Section 127 of the Act and for the purpose of verification of compliance with the obligations stipulated by the decision on granting block allocations of radio frequencies according to Section 114 and 22b(1)(a) or (b) of the Act related to compliance of wholesale unit prices offered or charged for provision of national roaming including updates of this prices with the above-mentioned principles, CTU will act in accordance with the issued methodology for determination of these

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unit prices for the purpose of national roaming obligation and PPDR obligation² increased by risk premium as described in this chapter 1 of the Declaration.

I also acknowledge that the provisions of this Declaration are without prejudice to the rights of CTU to apply other tools available under the law.

² The methodology was subject to a separate public consultation and is available here: <https://www.ctu.cz/zverejneni-metodickeho-postupu-pro-vypocet-nakladu-sluzeb-narodniho-roamingu-ppdr-ve-verejne-mobilni> (Czech version only).

2 Commitment to provide wholesale offer

I, the Applicant (Incumbent Operator), hereby accept the commitment to provide a wholesale offer in case I acquire a block allocation in the 700 MHz frequency band in the Tender.

I acknowledge that the purpose of the commitment to provide a wholesale offer is to create conditions which will allow all Applicants Interested in Access who are not holders of frequencies in the 700 MHz frequency band and who enter into an agreement on access with the Allocation Holder in the 700 MHz frequency band to provide electronic communications services by means of electronic communication networks operated in the 700 MHz frequency band. CTU aims to maintain and support the commitments to provide a wholesale offer imposed in previous tenders as well as their effects.

I am aware of the fact that my commitment to provide a wholesale offer is limited to the period from the date of enter into force of the decision to allocate radio frequencies in the 700 MHz frequency band, which was addressed to me, until 24 February 2026.

To comply with the commitment to provide a wholesale offer, I undertake to negotiate, upon request, in good faith with every Applicant Interested in Access an agreement on access to the public communication network operated using radio frequencies in the 700 MHz frequency band acquired on the basis of this Tender for the purpose of provision of a high-speed Internet access service by the Applicant Interested in Access.

I take on an unconditional commitment not to place any administrative, legal or other impediments in the way of the Applicants Interested in Access in the process of negotiating the agreement on access and not to require fulfilment of conditions which are not absolutely necessary for the conclusion of the agreement on access, not necessary for proper provision of electronic communication services under the agreement on access, and not common when concluding a commercial agreement.

I undertake to provide an access allowing the Applicant Interested in Access to provide independent and nationwide electronic communications services in the scope, quality and with geographic coverage of the territory and population of the Czech Republic which are not worse than the scope, quality and geographic coverage of the territory and population of the Czech Republic of high-speed Internet access services which I provide to my customers or in a lower scope, quality and with lower geographic coverage of the territory and population of the Czech Republic if the services are specified and required as such by the Applicant Interested in Access. I also undertake to negotiate with the Applicants Interested in Access regardless of the scope of their own infrastructure and operating systems of the Applicants Interested in Access operated for the purpose of the access and for the purpose of provision of retail and/or wholesale services provided by the Applicant Interested in Access under the agreement on access, among others, with (potential) mobile virtual network operators (MVNO), either mobile virtual network enablers (MVNE), Full MVNOs, or MVNOs with lower share of own infrastructure and operating systems.

I undertake to set wholesale prices of the service provided in the 700 MHz frequency band under the agreement on access in accordance with the methodology for determination of prices based on the principle of prohibition of margin squeeze³ published by CTU. The purpose of determination of prices based on the methodology mentioned in the previous sentence is that they correspond with the scope of the infrastructure operated by me and used by the Applicant Interested in Access for the purpose of the services provided by it and that they do not act as an impediment to the development of competition and allow the Applicants Interested in

³ The Current version of the methodology can be found here: http://www.ctu.cz/cs/download/ostatni/cenove_vyhodnocovani_postup_ctu_cj_ctu-43738_2011-611.pdf (Czech version only)

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Access who are equally effective as I, the Applicant (Incumbent Operator), to provide services which are subject of the wholesale offer in the downstream market(s) under similar conditions as I, the Applicant (Incumbent Operator).

In order to fulfil the commitment to provide a wholesale offer, I undertake to prepare and appropriately publish two binding reference offers for access to the network in the form, scope and with essential elements laid down in Section 82(4) of the Act.⁴

I undertake to prepare the reference offer in the scope of the wholesale services provided by me to an Applicant Interested in Access corresponding to the Full MVNO type.

I further undertake to prepare the reference offer in the scope of the wholesale services in the 700 MHz band provided by me to an Applicant Interested in Access being a provider corresponding to a provider of a so-called Light MVNO type, with a minimal scope of own infrastructure. This reference offer will include service provided via associated network infrastructure incl. relevant service platforms and operating systems, roaming service, and VAS, SIM card management, customer billing (post-paid) including self-care tools and communication interface (API).

I acknowledge that the scope and conditions of the provision of wholesale services included in the reference offers must enable the Applicants Interested in Access to provide high-speed Internet access services in the same scale as is the scale of such services provided by me.

Regardless of the scope of the reference offers, the Applicants Interested in Access may also request a different (incl. broader) scope of wholesale services requiring various share of own infrastructure and operating systems on the part of the Applicant Interested in Access.

I also undertake to publish the reference offers in the required scope no later than the date when I start providing commercial services through the networks using radio frequencies in the 700 MHz frequency band.

If, within the above-mentioned time period, I am not yet aware of some technical parameters of the reference offers, I undertake to publish the reference offers based on reasonable assumptions. I also undertake to provide in the reference offers a full list of the information which the Applicant Interested in Access must submit together with the request for conclusion of the agreement based on the reference offer so that I can amend the reference offers to make it a complete draft agreement respecting the parameters specified by the Applicant Interested in Access. I undertake to submit such complete draft agreement to each Applicant Interested in Access no later than 3 months after the submission of the request of the Applicant Interested in Access containing all information required in the reference offers. Should the request of the Applicant Interested in Access not include all essential information required in the reference offers, I will ask the Applicant Interested in Access to provide missing information. In such case, the three-month time limit will be stopped upon the delivery of the call to the Applicant Interested in Access and will start running again from the time of delivery of the amended request to me.

If the Applicant Interested in Access submit a request for access in a scope which does not comply to neither reference offer (Full MVNO and Light MVNO, see above), I undertake to submit a complete draft agreement to such Applicant Interested in Access not later than 3 months after the submission of the request of the Applicant Interested in Access. The scope of the required information, which must be submitted by the Applicant Interested in Access in

⁴ Specific terms of the reference offer are laid down in Measure of General Nature No. OOP/7/07.2005-12 as amended by the Measures of General Nature No. OOP/7/01.2006-1 and No. OOP/7/07.2011-10.

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the request, corresponds to a reasonable scope of the information required in the reference offers for Full MVNO and Light MVNO.

I undertake to conclude an agreement on access for a term in the duration of at least 2 years unless the Applicant and I do not agree on a shorter term. Should this minimum term of the agreement exceed the period of validity of my commitment, I undertake to conclude the agreement with a term at least from the end of the period of validity of my commitment, unless I and the Legitimate Applicant Interested in Access agree on a longer term.

I further undertake to ensure that the reference offers and the agreements on access signed on the basis thereof meet the conditions and requirements (including price requirements) of the commitment to provide a wholesale offer according to chapter 2 of the Declaration throughout the contractual term.

I also undertake not to discriminate without reason, i.e., without objectively justifiable reasons, between individual Applicants Interested in Access according to this commitment.

I undertake to inform CTU in writing about each request for access in the form of a wholesale offer, and about the basic parameters of each request, within 15 business days of the date of receiving the request. I also undertake to inform CTU in writing on continuous basis, but at least once a month, about the development of the negotiations concerning the provision of access. I am aware that this obligation is without prejudice to other notification obligations, which apply to me, with respect to CTU. I am aware of the fact that the information provided according to this paragraph may not be denied to CTU by reason of confidential nature thereof.

I am aware that CTU prefers that the agreements on access be concluded based on commercial negotiations.

I also acknowledge that CTU is prepared to settle a dispute, if any, about the consistency of the draft agreement on access with the reference offer or the conditions of the commitment to provide a wholesale offer using the procedure pursuant to Section 127 of the Act. If the dispute settled by CTU is related to the consistency of the amount of the wholesale prices with the conditions of the commitment to provide a wholesale offer, CTU will proceed according to the methodology for determination of prices based on the principle of prohibition of margin squeeze⁵.

I am aware that a breach of the commitment to provide a wholesale offer will be considered a failure to comply with the obligations laid down by the decision to grant the block allocation pursuant to Section 22b(1)(b) of the Act. If CTU finds a breach of the commitment to provide a wholesale offer it will ask me to provide remedy pursuant to Section 114 of the Act.

If I fail to provide remedy within the time limit set by CTU according to Section 114 of the Act, the CTU Council Chair will proceed according to Section 22b of the Act.

I also acknowledge that this is without prejudice to the rights of CTU to use other tools available under the law.

⁵ The current version of this methodology is available at <https://www.ctu.cz/postup-ceskeho-telekomunikacniho-uradu-pri-vyhodnocovani-nabidek-vertikalne-integrovaných-operatoru>

3 PPDR Obligations

I hereby accept the following commitments related to PPDR communication needs in case I acquire a block allocation in the 700 MHz frequency band in the Tender:

- a) Priority BB-PPDR obligation according to chapter 3.1 of this Declaration; and
- b) Obligation of National Roaming for PPDR according to chapter 3.2 of this Declaration.

Joint provisions for the PPDR obligations are provided in chapter 3.3 of this Declaration.

3.1. Priority BB-PPDR obligation

3.1.1 Contents of the Priority BB-PPDR obligation

If I acquire a block allocation in the 700 MHz frequency band in a size of at least 2 x 10 MHz, I hereby undertake, as Provider Obligated to Provide Priority BB-PPDR, to comply with the following obligations (“**Priority BB-PPDR**”) specified in chapter 3.3.1 of the Declaration during the validity of my block allocation of radio frequencies in the 700 MHz frequency band:

- a) Upon a request of the Legitimate Applicant Interested in PPDR, provide the Legitimate Applicant Interested in PPDR with access to networks operated by me using radio frequencies in the 700 MHz frequency band in order to ensure the Priority BB-PPDR services at least to the extent defined in chapters 3.1.3 and 3.1.4 of this Declaration while ensuring interoperability with the core of the BB-PPDR network of the Legitimate Applicant Interested in PPDR and operation management support by the Legitimate Applicant Interested in PPDR. I am entitled to expand access to the network also to networks operated on radio frequencies in the 800 MHz frequency band provided that the use of such network will not limit the compatibility of the Legitimate Applicant's terminal equipment;
- b) Upon a request of the Legitimate Applicant Interested in PPDR, ensure coverage of the border crossings defined in chapter 5 of Annex 4 to the Invitation to Tender; and
- c) Negotiate in good faith about the coverage of other areas, sites and buildings which are not explicitly listed in chapter 5 of Annex 4 of the Invitation to Tender and are beyond the imposed development criteria according to chapter 7.5 of the Invitation to Tender. I am aware that an act, where I, the Provider Obligated to Provide Priority BB-PPDR, refuse the request of the Legitimate Applicant Interested in PPDR for coverage of other areas, sites and buildings which are not explicitly listed in chapter 5 of Annex 4 of the Invitation to Tender without a reasonable justification of such refusal, will not be considered negotiation in good faith for the purpose of compliance with the obligation.

I acknowledge that an access for the purposes of the Priority BB-PPDR obligation means access to the electronic communications networks corresponding to an architectural model with S1/S1 flex interface according to the technical specification of 3GPP/ETSI⁶ within the scenario of MOCN, e.g., GWCN according to the technical specification of 3GPP/ETSI⁷, or to equivalent model according to possible later technical specification.

I also acknowledge that coverage for the purposes of the Priority BB-PPDR obligation means operation of public electronic communications networks using radio frequencies specified in point a) above.

⁶ https://www.etsi.org/deliver/etsi_ts/123500_123599/123501/15.08.00_60/ts_123501v150800p.pdf

⁷ https://www.etsi.org/deliver/etsi_ts/138400_138499/138401/15.07.00_60/ts_138401v150700p.pdf

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I also acknowledge that coverage near state borders and border crossings is subject to conditions and rules and is limited according to international agreements which are binding upon the Czech Republic, and following agreements entered into by and between CTU and the telecommunication administrations of the neighbouring countries on coordination of radio frequencies on state border, in particular with respect to harmful interference and output in the border regions (the maximum intensity of the electromagnetic field). The scope of the coverage may be limited with respect to the requirements and limitations under these international agreements, covenants and other related documents.

I am aware of the fact that the requirement for the coverage of border crossings defined in chapter 5 of Annex 4 of the Invitation to Tender shall not apply if:

- a) the network deployment in the area in question is inconsistent with the applicable laws and regulations (e.g., protection zones) or inconsistent with the applicable administrative decision of another administrative act; and/or
- b) the fulfilment of the coverage requirement requires cooperation or consent of a third party (e.g., owners of the land or other properties) and the third-party refuses to grant such cooperation or consent.

In the cases according to point a) above, I undertake to submit to the Legitimate Applicant Interested in PPDR administrative decision or administrative act based on which it is impossible to comply with the coverage requirement or, as the case may be, prove an analysis demonstrating the inconsistency with the applicable laws and regulations. In the cases according to point b) above, I undertake to prove that I have asked the relevant third party for cooperation or consent and the third party did not respond to the request for the period of at least 30 days or refused to grant or provide the cooperation or consent. In both cases according to points a) and b) above, I undertake to provide the Legitimate Applicant Interested in PPDR with an analysis of the impact on the coverage requirement and a proposal of alternative solution with which the coverage requirement will be fulfilled fully or at least partially.

3.1.2 Verification of the Coverage

Compliance with the commitment to ensure coverage of border crossings defined in chapter 5 of Annex 4 to the Invitation to Tender will be verified by CTU according to Annex 5 of the Invitation to Tender.

3.1.3 Scope of the Priority BB-PPDR services

I undertake to enable, through my radio access network, the Legitimate Applicant Interested in PPDR to provide the following services and functionalities in the scope and under technical conditions based on the version of the 3GPP standard implemented in my network, but at least with the technological 5G Standard⁸, including but not limited to the relevant parts of the standard defining the standards of PPDR and related services:

- a) Broadband data services for mobile emergency communication and voice services provided by means of broadband connection for mobile emergency communication, including but not limited to
 - 1) Mission Critical Push to Talk (MCPTT),
 - 2) Mission Critical Video (MCV),
 - 3) Mission Critical Data (MCD),

⁸ To avoid any doubts, the 5G Standard in this case means range of emergency communication services defined in 3GPP/ETSI standards in release 15 and amended.

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- 4) Mission Critical Common Functionalities (MCX) including evolved Multimedia Broadcast Multicast Services (eMBMS),
 - 5) Isolated E-UTRAN Operation for Public Safety (IOPS),
 - 6) QPP (QoS, priority, pre-emption, access-class barring) and eMPS (enhanced Multimedia Priority Service),
 - 7) Location Based Services (LCS),
 - 8) Public Warning System (PWS) using Cell Broadcast Service (CBS),
 - 9) High Power User Equipment (HPUE),
 - 10) Communication in the direct mode of ProSe (Proximity Services), and
- b) Standard scope of services provided by the Provider Obligated to Provide Priority BB-PPDR to its commercial users by means of networks which are available through the Priority BB-PPDR obligation.

I undertake not to limit the purpose, scope (including area), quality and composition of the services provided to the Legitimate Applicant Interested in PPDR through the access in any way in comparison with the services offered to other users based on 4G and/or 5G technologies.

I acknowledge that I am entitled to reduce the scope of a certain service if the full provision thereof is inconsistent with the applicable laws and regulations.

3.1.4 Priority operation

I undertake to ensure priority operation of the PPDR communication in the electronic communications network to which the Legitimate Applicant Interested in PPDR gains access by means of the Priority BB-PPDR obligation. Within the priority operation, I undertake to provide all services according to chapter 3.1.3 of this Declaration to the Legitimate Applicant Interested in PPDR with the highest priority in accordance with the QPP concept, such that these services would have priority for users specified by the Legitimate Applicant Interested in PPDR under all circumstances over provision of commercial services provided to other users. In case the Legitimate Applicant Interested in PPDR specifies different levels of priority of operation for different groups of users defined by the Legitimate Applicant Interested in PPDR, the level of priority of provision of the services under the Priority BB-PPDR obligation will be determined in accordance with the specification of the Legitimate Applicant Interested in PPDR. I undertake to comply with other obligations in connection with the prioritisation of the operation under the applicable laws and regulations.

3.2. Obligation of National Roaming for PPDR

If I acquire a block allocation in the 700 MHz frequency band, I take on a national roaming obligation for the purpose stipulated by chapter 3.3.1 of this Declaration according to the conditions laid down in chapter 3.2 of this Declaration ("**National Roaming for PPDR**").

I undertake to provide the Legitimate Applicant Interested in PPDR over validity of the block allocation with access to public communications networks operated by me in a form of national roaming using at least all radio frequencies in the frequency bands of 700 MHz and 800 MHz which I am or will be authorised to use at any time during validity of my block allocation of radio frequencies in the 700 MHz frequency band.

I undertake to provide, under the National Roaming for PPDR, access to these public communications networks in the scope of so-called "Full-MVNO" with an architectonic roaming model with S8 interface, Home Routed Roaming defined by the technical specification 3GPP/ETSI or to equivalent model according to possible later technical specification.

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I undertake to provide National Roaming for PPDR on my electronic communications networks without any area or quality restrictions. I undertake not to limit the purpose, scope, quality and composition of the services provided to the Legitimate Applicant Interested in PPDR in comparison with the services offered to other users based on 4G and/or 5G technologies.

I acknowledge that the obligation of National Roaming for PPDR shall not apply to me for the period when I provide Priority BB-PPDR according chapter 3.1 of this Declaration.

3.3. Joint Provisions for PPDR obligations

I acknowledge that the joint provisions in chapter 3.3 of this Declaration apply to the Priority BB-PPDR obligation according to chapter 3.1 of this Declaration as well as to the obligation of National Roaming for PPDR according to chapter 3.2 of this Declaration.

3.3.1 Purpose of PPDR obligations

I am aware of the fact that the purpose of the PPDR obligations according to chapter 3.3 of this Declaration is to ensure mobile emergency communication of the PPDR Services.

I acknowledge that mobile emergency communication means communication via a non-public mobile electronic communications network for the purposes defined in Section 3 of Act No. 239/2000 Coll., on Integrated Rescue System and on amendment of certain acts (Act on IRS), Section 1(1) of Act No. 240/2000 Coll., on Crisis Management and on amendment of certain acts (Crisis Management Act), Section 2 of Act No. 273/2008 Coll., on Police of the Czech Republic, Section 1(2) of Act No. 553/1991 Coll., on Municipal Police, Section 4 of Act No. 300/2013 Coll., on Military Police, Section 2 of Act No. 341/2011 Coll., on General Inspection of Law-Enforcement Services, and Section 2 of Act No. 153/1994 Coll., on Intelligence Services of the Czech Republic.

I also acknowledge that the maximum number of active terminals of the Legitimate Applicant Interested in PPDR must not exceed 200,000, unless the agreement with me provides otherwise.

The Legitimate Applicant Interested in PPDR must not use the PPDR obligations according to chapter 3.3 of this Declaration to a different purpose or for higher number of active terminals, unless the agreement me provides otherwise.

3.3.2 Method of fulfilment of PPDR obligations

To fulfil the PPDR obligations, I undertake, inter alia, to submit an offer in a tender published by the Legitimate Applicant Interested in PPDR and to provide services based on the PPDR obligations.

a) Obligation to submit an offer

I acknowledge that PPDR obligations include my obligation to participate in good faith

- (i) within the Priority BB-PPDR obligation, in a tender based on a public contract called by the Legitimate Applicant Interested in PPDR for the provision of Priority BB-PPDR, and
- (ii) within the obligation of National Roaming for PPDR, in a tender based on a public contract called by the Legitimate Applicant Interested in PPDR for the provision of National Roaming for PPDR,

and in particular to submit a bid in both tenders at least in the scope of and under the conditions laid down in the Invitation to Tender, negotiate in good faith with the Legitimate Applicant Interested in PPDR about the conclusion of the agreement, and sign with the Legitimate Applicant Interested in PPDR an agreement on provision of Priority BB-PPDR and an agreement on provision of National Roaming for PPDR under

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the conditions laid down in this Invitation to Tender or, as the case may be, under conditions which are more favourable for the Legitimate Applicant Interested in PPDR approved in writing by me as well as the Legitimate Applicant Interested in PPDR as an admissible variation from the Invitation to Tender.

I acknowledge that the obligation to submit a bid in the tender for the provision of Priority BB-PPDR lasts until 30 June 2027.

I also acknowledge that the offers according to the PPDR obligations must allow the parties to enter into an agreement at least for a term corresponding to the block allocation in the 700 MHz frequency band acquired in this Tender by me.

I also acknowledge that unless the Legitimate Applicant Interested in PPDR provides otherwise in the tender documentation for the public contract, I undertake to make a binding offer to the Legitimate Applicant Interested in PPDR for access to the network in similar form, scope and with similar essential elements as defined for the reference offer by Measure of General Nature No. OOP/7/07.2005-12, as amended, which was issued by CTU under Section 82(4) of the Act.

I also acknowledge that the binding offers for the fulfilment of the PPDR obligations according to chapter 3 of this Declaration shall be made within the time limits according to the tender documentation of the public contracts called by the Legitimate Applicant Interested in PPDR.

I also acknowledge that if some technical parameters are not yet known at the time of submission of the offer, I undertake to submit an offer based on reasonable assumptions.

I undertake not to put any administrative, legal or other impediments in the way of the Legitimate Applicant Interested in PPDR in a process of public procurement, negotiating an agreement, or a subsequent performance of the agreement based on the PPDR obligations and not to require fulfilment of conditions which are not absolutely necessary for conclusion of an agreement or fulfilment of the obligation, not necessary for proper provision of electronic communications services under the agreement, and not common for entering into commercial agreements. This obligation does not limit the rights of either party to protect its own rights according to applicable legal regulations.

b) **Obligation to provide services based on the PPDR obligations**

If I sign an agreement or agreements for the purpose of provision of Priority BB-PPDR and/or National Roaming for PPDR with the Legitimate Applicant Interested in PPDR, I undertake to fulfil the Priority BB-PPDR obligation and/or the obligation of National Roaming for PPDR according to the agreement(s) signed, to the extent to which this agreement(s) regulates the obligations according to the conditions of this Tender. A breach of the obligation to fulfil the PPDR obligations will be enforced in accordance with applicable laws and regulations, as specified in chapter 7 of this Declaration.

I also undertake to commence the provision of services according to the PPDR obligations within one year of signing of the agreement with the Legitimate Applicant Interested in PPDR regulating fulfilment of the obligations according to individual commitments. The time limit for fulfilment of the obligations of coverage according to chapter 3.1.1(b) of this Declaration is two years from signing of the agreement with the Legitimate Applicant Interested in PPDR containing coverage requirement, unless it has been agreed otherwise with the Legitimate Applicant Interested in PPDR.

I am aware that the fulfilment of the PPDR obligations does not include and CTU will not assess performance of the contractual arrangements between me and the Legitimate Applicant Interested in PPDR differently from or beyond the contents of the PPDR obligations according to chapter 3 of this Declaration.

3.3.3 Pricing terms

I undertake, that unless we agree with the Legitimate Applicant Interested in PPDR otherwise, unit prices for the provision of services specified in chapters 3.1 and 3.2 of this Declaration under the PPDR obligations must not exceed the unit prices for services which include the effective incurred costs, which will occur to the Incumbent Operator as a result of provision of these services, reasonable profit taking into account the return on the invested capital taking into consideration the business risk.

The unit prices of the services must be based on the methodology of long-run average incremental cost LRAIC+ taking into account the return of the capital invested according to the current value of pre-tax WACC determined by CTU in Measure of General Nature No. OOP/4, as amended,¹ and also based on the following principles:

- The optimisation shall be of the “Scorched Node” type, i.e., the actual topology of the network of the Allocation Holder in the given year (actual number of nodes and technological equipment thereof) will be taken into account;
- The addition of the incremental cost related to the active technology in sites with high use of the capacity for 4G and 5G technology will be enabled;
- If relevant, the costing must take into account, in addition to the functionality of the national roaming, also a functionality of the national roaming for PPDR and functionality of the required coverage within the Priority BB-PPDR obligation;
- Total costs (corresponding to the current technological equipment of the network, increased by the incremental costs for sites with high use of capacity for 4G and 5G technology and taking into account the PPDR functionality) will be calculated taking into account the expected development in the following period (i.e. at least one year);
- The capacity optimisation on backhaul level will be taken into account;
- The assets necessary for the provision of the service will be defined using the MEA method (Modern Equivalent Asset), using the current purchase value thereof for evaluation (if the current purchase value is not available, the average value from last three years accounts, or the shortest possible period longer than three years with data available, will be used);
- Economic depreciation will be determined using the method of modified tilted annuity, which is defined by a formula, where:
 - $C_{t=1}$ means annual capital costs;
 - $I_{t=0}$ means asset value at the beginning of the period;
 - r means cost of capital (WACC);
 - i means annual change of the asset price;
 - u means average time needed for creation of an asset;
 - n means life of an asset;
$$C_{t=1} = I_{t=0} * \left(\frac{1+r}{1+i} \right)^u * \frac{(r-i)}{1 - \left(\frac{1+i}{1+r} \right)^n}$$
- Costs will be allocated using the methodology of ABC (Activity Based Costing) which takes into account the causal relationship between the occurrence of the cost and the target cost object (i.e., ultimately the service provided);
- The wholesale process costs, and the corresponding share of the common and overhead costs will be allocated using Equi-Proportional Mark-Up (EPMU);
- If relevant, the costing will take into account MORAN/MOCN sharing, including the consideration of the cost allocation to the service of Priority BB-PPDR;

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- The resulting unit costs calculated in the national roaming obligation and the PPDR obligation must take into account the required representation of the different technologies (2G, 3G, 4G, 5G) and particular geotypes;
- No duplicate counting of any operation or cost may occur within the costing.

I am aware that in addition to the unit prices, I am entitled to charge for the services included in the PPDR obligation also an adequate one-off cost for the set-up of the service in the amount corresponding to actually incurred costs not exceeding the usual amount.

I also undertake to ensure that the wholesale unit prices for the provision of services under these PPDR obligations will be re-calculated after the conclusion of the agreement on regular basis in accordance with the above-described methodology as follows, unless the parties agree otherwise: The Legitimate Applicant Interested in PPDR will submit by 30 July of the respective calendar year an updated operation plan for the next calendar year. I undertake to re-calculate the wholesale unit prices taking into account the updated operation plan of the Legitimate Applicant Interested in PPDR and taking into account the updated values of other inputs to the costing, and submit the proposed amendment to the agreement updating the wholesale unit prices to the Legitimate Applicant Interested in PPDR by 30 September of the respective calendar year, provided that the updated prices will apply from 1 January of the following calendar year.

I undertake to prove to the Legitimate Applicant Interested in PPDR the cost orientation of the price in the offer according to chapter 3.3.2(a) of this Declaration and the subsequently updated prices according to the principles laid down in this chapter 3.3.3 of this Declaration.

I acknowledge that in the event of a dispute regarding the prices between the Legitimate Applicant Interested in PPDR and me, each party may contact CTU that will determine the maximum cost-oriented price for the services according to the PPDR obligations according to the principles laid down in chapter 3.3.3 of the Declaration.

I am aware that for the purpose of dispute resolution according to Section 127 of the Act and for the purpose of verification of compliance with the obligations stipulated by the decision on granting block allocations of radio frequencies according to Section 114 and 22b(1)(a) or)b) of the Act related to compliance of wholesale unit prices offered or charged for provision of services under the PPDR obligations including updates of these prices with the above-mentioned principles of cost orientation CTU will act in accordance with the issued methodology for determination of cost-oriented wholesale unit prices for the purpose of national roaming obligation and PPDR obligation.²

4 Re-farming Obligation (3400–3600 MHz)

4.1. Re-farming of the 3400–3800 MHz Frequency Band

I, the Applicant (Incumbent Operator), acknowledge that the objective of CTU within this Tender is to ensure effective use of radio frequencies not only in the 3400–3600 MHz frequency band but also in the entire 3400–3800 MHz frequency band by allowing unification of the radio frequencies allocations of individual Allocation Holders within the entire 3400–3800 MHz frequency band.

In order to achieve this objective, CTU laid down a re-farming obligation for Allocation Holders issued based on the Tender for the Purpose of Granting of the Rights to Use Radio Frequencies to Provide Electronic Communications Networks in the 3600–3800 MHz Frequency Band of 27 March 2017, so that, after the allocations in the 3600–3800 MHz frequency band have been issued and based on this Tender the entire 3400–3800 MHz frequency band could be re-farmed, i.e., that the radio frequencies allocated in this frequency band could be redistributed such that the integrity of the radio frequency allocations issued to a single Allocation Holder in this frequency band is ensured to the maximum possible extent.

I, the Applicant (Incumbent Operator), hereby accept the re-farming obligation in a case I acquire block allocation in the 3400–3600 MHz frequency band in the Tender.

4.2. Obligation to submit a request for a change of allocation based on the Call

In case he will become the allocation holder in the 3400-3600 MHz band, I undertake to submit to CTU, upon the Call of CTU in accordance with Section 22a of the Act or a similar provision of the Act in effect at the time of issue of the Call which allows the Allocation Holder to request a change to the block allocation, within 60 days of receiving the Call a full request for change of my block allocation of radio frequencies issued on the basis of this Tender meeting all legal requirements and content requirements described below in chapter 4 of this Declaration.

I acknowledge that CTU permits the possibility of an agreement between all Allocation Holders holding block allocations in the 3400–3800 MHz frequency band on a specific location of their undivided radio frequency segments. I am aware that in such case, all Allocation Holders in the 3400–3800 MHz frequency band must submit a joint Agreement on Final Distribution to CTU as an attachment to each request for a change of block allocation according to chapter 4 of this Declaration. I acknowledge that this shall be without prejudice to the time limit for submitting the request according to this obligation.

I undertake that the requests according to this obligation shall include the change of specification of radio frequencies such that the specification of the radio frequencies corresponds to the Agreement on Final Distribution or information on the final distribution of radio frequencies in the 3400–3800 MHz frequency band specified by CTU in the Call, unless the Agreement on Final Distribution is concluded within the sixty-day time limit for the submission of requests for a change of the allocations starting on the date of receiving the Call.

In addition, I undertake to take all steps and measures within the procedure concerning my requests according to this obligation and to provide all assistance and cooperation necessary to ensure that CTU is able to comply with the requests by way of a final decision and change the block allocations of radio frequencies of the individual Allocation Holders in the 3400–3800 MHz frequency band, as mentioned above.

I also undertake to discontinue the use of radio frequencies which are no longer allocated to me after the decision of CTU on the change of the allocation of radio frequencies has entered into force. I am aware that further use for a period necessary for re-tuning of the radio network is possible only with a consent of the new holder of a block allocation of the radio frequencies concerned.

4.3. Re-farming procedure

I acknowledge that CTU is entitled to call me to submit the request according to chapter 4.2 of this Declaration if the following conditions are met:

- (i) Use of the 3400–3800 MHz frequency band is subject to the European Union harmonisation plans for the use of radio spectrum; and
- (ii) CTU has issued all final decisions granting block allocations of radio frequencies in the 3400–3600 MHz frequency band allocated within this Tender.

I am aware that CTU may issue the Call at any time within sixty days of the date of entering into force of the last allocation of radio frequencies in the 3400–3600 MHz frequency band based on the results of the Tender. CTU may issue the Call following the fulfilment of the conditions according to chapter 4.3 of this Declaration by posting it on its website and subsequently delivering it to all Allocation Holders. I am aware that the time limit for the submission of the requests starts on the date I receive the CTU's Call.

I also acknowledge that the Call will also include information on the final distribution of radio frequencies showing the change of specification of radio frequencies which I should request. If I, based on this Tender, am not a holder of any block allocation in the 3600–3800 MHz frequency segment as of the date of delivery of the CTU's Call, I acknowledge that the information on the final distribution of radio frequencies cannot determine that the specification of radio frequencies within my block allocation acquired in the Tender will be outside of the scope of the 3600–3800 MHz frequency segment which is the subject of the Tender.

Allocation Holders in the 3400–3800 MHz frequency band have the option to agree among themselves within the sixty-day period for the submission of the requests for a change of the block allocations starting from the date receiving the Call on the final distribution of the segments of radio frequencies in the 3400–3800 MHz frequency band. Such Agreement on Final Distribution must be made by all Allocation Holders holding block allocations in the 3400–3800 MHz frequency band freely and solely for the purpose of distributing effectively the segments of radio frequencies in this frequency band. The Agreement on Final Distribution must respect the requirement of integrity of the allocations.

I undertake to do the following within the period of sixty days of receiving the Call:

- (i) Submit to CTU a request for a change of my block allocations of radio frequencies in accordance with the re-farming obligation and with the specification of the radio frequencies according to the Agreement on Final Distribution, together with one counterpart of the Agreement on Final Distribution; or
- (ii) In the event of a failure to submit the Agreement on Final Distribution, submit a request for a change of the block allocations of radio frequencies in accordance with the re-farming obligation and with the specification of the radio frequencies according to the information on the final distribution of radio frequencies in the 3400–3800 MHz frequency band provided by CTU in the Call.

I undertake to submit the request according to chapter 4.3 of this Declaration on a form constituting Annex 6 to the Invitation to Tender.

I am aware that if any Allocation Holder should submit a request according to point (i) above and others according to point (ii) above or should the requests for a change of the block allocation be mutually incompatible for any other reason, CTU is entitled to issue a new call on some or all of the Allocation Holder to change their requests for a change of the block allocation, to rectify the defects of the requests or submit new requests in order to fulfil the re-farming goal.

I also undertake to comply with this second call of CTU within 10 days of receiving thereof.

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I am also aware that if the Agreement on Final Distribution is not concluded, CTU will determine the final distribution of radio frequencies in the 3400–3800 MHz frequency band according to the following rules:

- 1) Auction Blocks in part of the 3400–3600 MHz band, which were subject of this Tender, but were not allocated to any Auction Participant in this Tender, will be placed from frequency band 3400 MHz above;
- 2) CTU will subsequently place the block allocations of radio frequencies in the 3400–3600 MHz frequency band of Allocation Holders who are not holders of block allocations of radio frequencies in the 3600–3800 MHz frequency band, in the order how their block allocations placed according to chapter 5 of the Auction Rules, i.e. during the distribution of frequencies in the 3400–3600 MHz frequency band phase.
- 3) CTU will subsequently place the Allocation Holders' block allocations of radio frequencies in an order based on their choice, from the top end of the 3600–3800 MHz frequency band, i.e. from 3800 MHz radio frequencies and below, allowing the Allocation Holders to make a choice in the following order:
 - i. The first group will constitute of Allocation Holders who were granted a block allocation solely in the 3600–3800 MHz frequency band in a descending order based on the number of base station sectors operated in the 3600–3800 MHz frequency band registered by CTU by the end of calendar month preceding to the date of sending of CTU's Call. The Allocation Holders with a higher number of base station sectors will decide on their order first. In the case of an equal number of base station sectors, the decision on the order of these Allocation Holders will be made by a lot;
 - ii. Subsequently, the order choice will be possible for the Allocation Holders who acquired a block allocation of radio frequencies in both parts of the 3400–3800 MHz frequency band, i.e., both in the 3400–3600 MHz part and in the 3600–3800 MHz part, namely in a descending order according to the number of base station sectors operated in the 3600–3800 MHz frequency band registered by CTU by the end of the calendar month preceding the date of sending of CTU's Call. The Allocation Holders with a higher number of base station sectors will decide on their order first. In the case of equal number of base station sectors, the decision on the order of these Allocation Holders will be made by a lot.

By completing the final distribution according to the above-mentioned procedure, CTU will notify all respective Allocation Holders and will allow them to make an agreement on a change of positions, provided that positions of other Allocation Holders will not be violated under a so-called partial agreement regime. The Allocation Holders are obliged to submit within fifteen working days after receiving CTU's notification according to the previous sentence a request to make changes in accordance with the partial agreement. If CTU receives within this deadline a notification from the Allocation Holders on the partial agreement, it will review it and if CTU reaches a conclusion, that this agreement does not violate the positions of other Allocation Holders, it will change the final distribution in the sense of the agreement.

I acknowledge that each Allocation Holder shall bear the costs related to the fulfilment of the re-farming obligation and any other following implementation within its own communication network.

5 Commitment to Lease Radio Frequencies for the Purpose of Industry 4.0

I, the Applicant (Incumbent Operator), hereby accept the commitment to lease radio frequencies in case I acquire a block allocation in the Auction Block Category B1 in the Tender (hereinafter “Lessor Obligated to Lease Radio Frequencies”).

I acknowledge, that the Commitment to Lease Radio Frequencies is laid down in favour of any natural or legal person, who request the lease of radio frequencies to operate non-public electronic communications network for own purposes or for the purpose of a Business Group, of which it is a member, limited to its own land estate, or, with a consent from the land estate owner, on a land estate which it is entitled to use, e.g. based on a lease contract (hereinafter “**Legitimate Applicant for Lease of Radio Frequencies**”).

I acknowledge, that this commitment should create conditions, which will allow the Legitimate Applicants for Lease of Radio Frequencies, with whom I will conclude a contract to lease radio frequencies, access to radio frequencies for the purpose of operating local non-public electronic communications network within private industry or similar sites under the conditions defined below in this chapter 5 and further in chapter 8.5 of the Invitation to Tender (hereinafter “**Commitment to Lease Radio Frequencies**”).

5.1. Rights and Obligations

To fulfil the Commitment to Lease Radio Frequencies, I commit, upon the request of the Legitimate Applicant for Lease of Radio Frequencies, to negotiate in good faith on the conclusion of a contract to lease radio frequencies pursuant to this Commitment to Lease Radio Frequencies, and, based upon the concluded contract, to give consent with Individual Authorisation granted by CTU to the Legitimate Applicant for Lease of Radio Frequencies according to the Act.

I hereby assume an unconditional commitment not to lay down any administrative, legal or other obstacles during the negotiation with the Legitimate Applicant for Lease of Radio Frequencies about the conclusion of the contract to lease radio frequencies or during the process of granting an Individual Authorisation by CTU as well as to require fulfilment of conditions, which are not absolutely necessary for conclusion of a contract or granting an Individual Authorisation and which are not common when concluding commercial agreements.

Within 6 months after the date of entering into force of the decision granting the block allocation of the radio frequencies with Auction Blocks in the Auction Block Category B1, I commit to publish non-discriminatory offer to lease frequencies pursuant to this Declaration and, upon the request of the Legitimate Applicant for Lease of Radio Frequencies, to conclude a contract to lease radio frequencies without undue delay in accordance with the conditions of this Commitment to Lease Radio Frequencies, and based on that contract to grant the Legitimate Applicant for Lease of Radio Frequencies rights (in the form of a lease) to all radio frequencies in the 3400–3800 MHz band included in my block allocation(s).

I acknowledge, that the Commitment to Lease Radio Frequencies will be implemented as a lease of frequencies in accordance with chapter 7.7.3 of the Invitation to Tender.

5.2. Duration Restriction

I acknowledge, that this Commitment to Lease Radio Frequencies is limited to the duration of the validity of the block allocation.

5.3. Price Conditions

I acknowledge, that the price for the lease of radio frequencies based on this Commitment to Lease Radio Frequencies, which I can charge, will be set as follows:

1. One-off price for establishment of a services is CZK 50,000 (excl. VAT);

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2. Annual price for the lease will be calculated as follows:

$$\text{Annual price for a service (CZK)} = \frac{m}{12} \times 1000 \times V \times a$$

where:

- m means number of months of lease per calendar year;
- V means leased width of a spectrum range in MHz;
- a means actual surface area of the land estate in square kilometres.

I acknowledge, that the Legitimate Applicant shall request a channel with a minimum width of 10 MHz, the maximum width is limited by my block allocation in the 3400–3800 MHz band, while the required channel width must be in a multiple of 10 MHz.

I acknowledge, that the actual surface area means the size of land estates in square kilometres, while for the purpose of calculating the price, the actual area (size) of land estates, considered for lease of frequencies, is always considered the area (size) of the entire land estate stated in the land registry.

5.4. Rights and Obligations of the Legitimate Applicant for Lease of Radio Frequencies

I acknowledge, that the lease of radio frequencies according to this Commitment to Lease Radio Frequencies must be limited to a land estate owned by the Legitimate Applicant for Lease of Radio Frequencies (or to an estate, which the Legitimate Applicant is entitled to use). The given land estates shall not be public spaces⁹.

I acknowledge, that the Legitimate Applicant for Lease of Radio Frequencies is entitled to operate on the leased frequencies pursuant to this Commitment to Lease Radio Frequencies solely a non-public electronic communications network only for own purposes or for purposes of the members of the Business Group, of which it is a member, meaning for the purpose of providing electronic communications services ensuring M2M communication. The purpose of non-public networks according to the previous sentence is not provision of interpersonal communication services and Internet access services.

I also acknowledge, that the Legitimate Applicant for Lease of Radio Frequencies is obliged to ensure compliance with legal and technical conditions laid down by the Act, defined in the lease contract (especially conditions of mutual coordination of networks and synchronisation of networks), operation conditions applied for the 3400–3800 MHz frequency band laid down in chapter 7 of the Invitation to Tender and in relevant RSUP and conditions defined by chapter 8.5 of the Invitation to Tender.

I acknowledge, that based on the contract to lease radio frequencies concluded, the Legitimate Applicant for Lease of Radio Frequencies shall ask CTU to grant them an Individual Authorisation to operate their local non-public electronic communications network. All documents required for issuance of the Individual Authorisation shall be attached to the application.

5.5. Interference Conditions

Unless we agree with the Legitimate Applicant Lease of Radio Frequencies otherwise, the limits for electromagnetic field intensity at the state border of given frequency band, set by an

⁹ Section 34 of the Act No. 128/2000 Coll., on municipalities, as amended.

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international agreement concluded by the Czech Republic on the Coordination of frequencies between 29.7 MHz and 43.5 GHz for fixed service and land mobile service (HCM Agreement) as amended,¹⁰ shall apply for operation of both networks (i.e., networks of the Lessor Obligated to Lease Radio Frequencies and the local non-public network of the Legitimate Applicant for Lease of Radio Frequencies on the border of their own land estate or the estate, which they are entitled to use.)

I undertake to design the agreements with the Legitimate Applicant for Lease of Radio Frequencies in way to be able to accommodate other Legitimate Applicants for Lease of Radio Frequencies (e.g. by setting limit values according to HCM Agreement on all borders of land estate, or limit interference based on other agreement but with the option to enforce limit values according to the HCM Agreement on all affected borders of land estate, should another Legitimate Applicant for Lease of Radio Frequencies demand it on affected land estate).

Should the Legitimate Applicant for Lease of Radio Frequencies appeal to me for concluding an agreement at a point when the I already provide public and non-public electronic communications services to third parties on the territory of affected land estates or its parts, I commit to the following:

- (a) I will notify the Legitimate Applicant for Lease of Radio Frequencies and provide them with a proof that I already provides the electronic communications services on the required territory (land estate);
- (b) Should the Legitimate Applicant for Lease of Radio Frequencies be, despite this notification, interested in lease of frequencies in accordance with this obligation, I will submit (based on Legitimate Applicant's specification of non-public network) without undue delay a proposal of a change to their network and provided services so that the Legitimate Applicant is able to operate their non-public network on the leased radio frequencies;
- (c) The proposal according to point (b) must be adequate, non-discriminatory and economical (i.e. it must contain an option with a minimum intervention to my existing network or services). The proposal shall include also calculation of adequate costs necessary for change of my network or services provided by me on given territory to allow the provision of non-public network of Legitimate Applicant on leased frequencies;
- (d) Should the Legitimate Applicant accept my proposal (i.e. including accepting the amount of costs on change of existing network or services), I undertake to carry out the change of their network and/or services according to the proposal, or ensure changing the other Legitimate Applicant's non-public network and/or services, and I will be entitled to require the costs incurred according to the proposal from the Legitimate Applicant for Lease of Radio Frequencies as an integral part of the concluded agreement.

5.6. Other Conditions

I acknowledge, that unless me and the Legitimate Applicant for Lease of Radio Frequencies agree otherwise in the contract on lease of frequencies according to this Commitment to Lease Radio Frequencies, the contract concluded on the basis of this Commitment to Lease Radio Frequencies shall fulfil at least the following conditions:

- My commitment not to limit the Legitimate Applicant for Lease of Radio Frequencies in their decision which services (while considering the purpose of using the services

¹⁰ http://www.hcm-agreement.eu/http/englisch/verwaltung/index_berliner_vereinbarung.htm.

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according to chapter 4.4.) will be provided within their local non-public electronic communications network for own purposes or for the purposes of the members of the Business Group, of which it is a member, while ensuring uninterrupted operation and respecting the setting of my network;

- For the entire duration of the Commitment to Lease Radio Frequencies, the contract must allow the option to extend the lease without a condition to pay one-off price for establishment of a service, should the Legitimate Applicant for Lease of Radio Frequencies request the extension in writing at least 6 months before the date of expiry of the contract.

I acknowledge, that I shall not change the contractual conditions unilaterally.

I accept a commitment to inform CTU in writing about every request to provide lease of radio frequencies according to this Commitment to lease Radio Frequencies, which I receive from the Legitimate Applicant for Lease of Radio Frequencies, within 15 working days after receiving the request. I also commit to regularly, but at least once per month, inform CTU in writing about the progress in negotiations about conclusion of the contract. This commitment shall be without prejudice to other notification obligations of mine or the Legitimate Applicant for Lease of Radio Frequencies to CTU. CTU shall not be denied the information due to their confidentiality.

I acknowledge, that CTU prefers the contracts based on this Commitment to Lease Radio Frequencies to be concluded on the basis of commercial negotiations while ensuring compliance with the requirements of the lease of radio frequencies for the purposes described in this Commitment to Lease Radio Frequencies.

I acknowledge, that CTU is prepared to resolve any dispute related to the conformity of the draft contract or an amendment to the contract on this Commitment to Lease Radio Frequencies with the conditions of this Commitment to Lease Radio Frequencies pursuant to the process laid down in Section 127 of the Act, upon a request of dispute parties.

6 Additional conditions

6.1. Restrictions for Individual Authorisation

I acknowledge that a holder of the Individual Authorisation to use radio frequencies may always only be the Allocation Holder of these radio frequencies, except for cases anticipated or permissible according to this Invitation to Tender.

I also acknowledge that in the Individual Authorisation to use radio frequencies a change of the Individual Authorisation holder or a lease of the rights under the Individual Authorisation will be conditioned, in accordance with Section 18(1)(h) of the Act, by CTU's prior consent. I am aware of the fact that the conditions for giving the consent are specified in chapters 6.1 and 6.2 of this Declaration. The consent is not required after the time, for which the conditions is specified, has expired.

6.1.1 700 MHz frequency band

I acknowledge, that CTU will give its consent with leasing the rights under the Individual Authorisation to use radio frequencies in the 700 MHz frequency band only if the lease of the rights under the Individual Authorisation does not cause, within 7 years after the date of entering into force of the decision granting the block allocation of the radio frequencies, exceeding the Spectral Limit specified in chapter 6.1 of the Invitation to Tender, which would apply to the lessee, if he was an Applicant, while respecting the conditions of participation in the Tender pursuant to chapter 9.5 of the Invitation to Tender.

If the lessee is member of a Business Group, the Spectral Limits, specified in chapter 6.1 of the Invitation to Tender, shall not be exceeded within this Business Group.

I acknowledge, that CTU will give its consent to lease even if the purpose of the lease was a dynamic sharing of radio frequencies, provided that none of the sharing Allocation Holders will use the radio frequencies beyond their Spectral Limit specified in chapter 6.1 of the Invitation to Tender, and only in the cases (i) of using existing base stations in areas where an effective infrastructure competition cannot be reasonably expected and/or (ii) of using new base stations anywhere. The new base station for this purpose means a base station located off the location's address announced by the Allocation Holder for the need of issuing any Individual Authorisation, issued before the block allocation of radio frequencies issued on the basis of this Tender will come into effect.

Change of Individual Authorisation holder, or lease of rights arising from the Individual Authorisation to designated radio frequencies according to chapter 6.1 of the Invitation to Tender by new operator in favour of any Incumbent operator or a member of their Business Group, except lease of frequencies according to the previous paragraph, is not allowed for the period of 11 years after the date of entering into force of the decision granting the block allocation of the radio frequencies.

6.1.2 3400–3600 MHz Frequency Band

I acknowledge that CTU will give its consent with leasing the rights under the Individual Authorisation to use radio frequencies in the 3400–3600 MHz frequency band only if the lease of the rights under the Individual Authorisation does not cause, by 24 November 2022, exceeding the Spectral Limit specifies in the Initiation to Tender, by the lessee, which would apply to the lessee, if he was an Applicant, while respecting the conditions of participation in the Tender pursuant to chapter 9.5 of the Invitation to Tender.

If the lessee is a member of a Business Group, the Spectral Limits specified in chapter 6.2 of the Invitation to Tender shall not be exceeded within this Business Group. If the lease of

authorisation is requested only for a specific geographical area, the Spectral Limits specified in chapter 6.2 of the Invitation to Tender will be assessed individually for each of these geographical areas.

6.2. Transfer of the block allocation of radio frequencies

I acknowledge that transfer of the block allocation of radio frequencies is regulated by Section 23 of the Act.

To avoid disruption of competition or of effective use of radio spectrum by a potential transfer of the block allocation of radio frequencies issued on the basis on this Tender, I acknowledge that the transfer thereof under conditions in the Section 23(1)(a) and (c) of the Act will not be allowed provided that the following conditions will not be met:

- A segment with the size of 2×5 MHz will be considered the smallest transferrable unit in the 700 MHz frequency band and a segment with the size of 5 MHz will be considered the smallest transferrable unit in the 3400–3600 MHz frequency band;
- The Spectral Limits specified in chapter 6.1 of the Invitation to Tender will be complied with at least for 7 years after the date of entering into force of the decision granting the block allocation of the radio frequencies;
- The Spectral Limits specified in chapter 6.2 of the Invitation to Tender will be complied with at least until 24 November 2022;
- The conditions of economic independence of Allocation Holders specified as condition of participation in chapter 9.5 of the Invitation to Tender, which applied to me as the Applicant, will be complied with throughout the entire duration of the block allocation;
- The condition specifying that the Business Group of which the Incumbent Operator is member can hold a block allocation of radio frequency granted in this Tender only via the Incumbent Operator, which was granted the block allocation in this Tender, will be complied with throughout the entire duration of the block allocation;
- Within 11 years after the date of entering into force of the decision granting the block allocation of the radio frequencies, a condition must be fulfilled, that the new operator, not his legal successor or other person, on which the radio frequency block allocation will be possibly transferred, shall not transfer block allocation which includes designated radio frequencies according to chapter 6.1 of the Invitation to Tender or its part to the Incumbent Operator or a member of their Business Group.

I understand that CTU's procedure according to Section 23(5) of the Act is without prejudice to the conditions of this chapter 6 of the Declaration.

6.3. Subrogation and other disposal of rights to use radio frequencies

I acknowledge that with respect to Section 19(4)(a) and Section 22b(1) of the Act, it is necessary that the Allocation Holder (the Applicant and/or their successor or another party to whom the radio frequency block allocation may be transferred, passed, or leased) does not cease to fulfil, over the entire below specified period of validity of the block allocation, any of the conditions under which the radio frequencies had been allocated to the Applicant. This concern:

- Adherence to the obligations accepted in accordance with chapters 1 (national roaming), 2 (wholesale offer), 3 (PPDR communication) and 4 (Commitment to Lease Radio Frequencies for the Purpose of Industry 4.0) of the Declaration regardless of the disposal of the rights to use radio frequencies to which the obligations pertain, for the

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entire duration of the block allocations of radio frequencies, if the obligation is not limited for a shorter period;

- Adherence to the Spectral Limits specified in chapter 6.1 of the Invitation to Tender, which applied to me as an Applicant, for 7 years after the date of entering into force of the decision granting the block allocation of the radio frequencies;
- Adherence to the Spectral Limits specified in chapter 6.2 of the Invitation to Tender, which applied to me as an Applicant, until 24 November 2022;
- For the entire duration of the block allocation of radio frequencies, the Allocation Holders must meet the condition of economic independence laid down as a condition for participation in chapter 9.5 of the Invitation to Tender, which applied to me as Applicants;
- For the entire duration of the block allocation of radio frequencies, the Business Group of which I am a member, must meet the condition, that it may hold the block allocation granted in this Tender only via me;
- Adherence to the condition by the Allocation Holders in the 700 MHz frequency band, that by 31 December 2025:
 - the Allocation Holder in the 3400–3800 MHz band shall not become a member of Business Group of the Allocation holder in 700 MHz band (this is without prejudice to the restriction according to the point below which applies to the Holder of designated radio frequencies according to chapter 6.1) and/or
 - The Allocation Holder in 700 MHz band, nor a member of their Business Group is not allowed to obtain block allocation, or part of block allocation granted to the Allocation Holder in 3400-3800 MHz, above the frame of its Spectral limits set in chapter 6.2 of the Invitation to Tender.
- Adherence to the condition, that the Incumbent Operator or a member of their Business Group shall not within 11 years after the date of entering into force of the decision granting the block allocation of the radio frequencies acquire rights to use block allocation which includes designated radio frequencies according to chapter 6.1 of the Invitation of Tender or its part.

The Business Group of which I am a member shall not directly or indirectly acquire rights to use radio frequencies, which will be granted to me, in the range exceeding the Spectral Limits specified in chapter 6.1 of the Invitation to Tender within 7 years after the date of entering into force of the decision granting the block allocation of the radio frequencies, and the Spectral Limits specified in chapter 6.2 of the Invitation to Tender until 24 November 2022. By breaching this restriction, I will cease to fulfil conditions based on which the block allocation of radio frequencies was granted as well as to the radio frequencies which are used under the Spectral Limit specified in chapters 6.1 and 6.2 of the Invitation to Tender.

I acknowledge that to acquire, grant or permit, directly or indirectly, the right to use radio frequencies as mentioned in the previous paragraph means to acquire, grant or permit the use of rights under the block allocation of radio frequencies or Individual Authorisation, either directly by transfer, lease or other transaction or disposal with these rights, block allocation or Individual Authorisation, or indirectly by subrogation, change of ownership structure or another change of the Business Group, or based on an agreement or other transaction providing contractual or actual rights to radio frequencies. To acquire, grant or permit, directly or indirectly, the right to use radio frequencies also means to acquire, grant or permit the use of rights under the block allocation of radio frequencies or Individual Authorisation as well as under an agreement or other transaction providing contractual or actual rights to access a network using radio frequencies or services provided on such network, should a subject, purpose or consequence of such agreement or transaction be a circumvention of Spectral Limits specified in chapters 6.1 and 6.2 of the Invitation to Tender.

I acknowledge, that CTU will assess individual forms of (wholesale) cooperation between Business Groups, of which the Allocation Holder of radio frequencies is a member, whose

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range will exceed Spectral Limits laid down in chapters 6.1 and 6.2 of the participating Allocation Holders in deadlines laid down in this Declaration and chapter 7.7.3 of the Invitation to Tender, and will assess specific factual circumstances whether the subject, purpose or consequence of such (wholesale) cooperation is not circumvention of Spectral Limits according to chapters 6.1 and 6.2 of the Invitation to Tender or of a prohibition to acquire access to designated radio frequencies according to chapter 6.1 of the Invitation to Tender by the Business Group, of which the Incumbent Operator is a member. Wholesale services offered in a non-discriminatory way and under non-discriminatory conditions in a form of published wholesale offer will not be considered a cooperation, the subject, purpose or consequence of which is circumvention of Spectral Limits or a ban to acquire access to radio frequencies designated by chapter 6.1 of the Invitation to Tender by the Business Group, of which the Incumbent Operator is a member.

To avoid any doubts, I acknowledge, that CTU will grant consent with lease of radio frequencies if the commitment to lease radio frequencies laid down in chapter 8.5 of the Invitation to Tender is fulfilled.

By breaching any restriction specified in this chapter 6.3, I will cease to meet the conditions based on which the block allocation of radio frequencies was granted to me pursuant to Section 19(4)(a) and Section 22b(1) of the Act, which applied to all radio frequencies allocated in this Tender.

6.4. Competencies of UOHS

Any agreements on networks sharing must be in accordance with the right to protection of competition, while the competence of UOHS remains untouched. This pays also to networks sharing respecting the rules set by CTU in this Invitation to Tender.

7 Consequences of a breach of commitments

I acknowledge that a breach of any commitment according to the commitment accepted by me in this Tender will be considered by CTU a failure to comply with the conditions of the decision to allocate radio frequencies based on the Tender.

I also acknowledge that if I fail to provide remedy of the breach of the commitments according to the commitments accepted in this Tender within a time limit specified by CTU according to Section 114 of the Act, the CTU Council Chair will proceed according to Section 22b(1)(b) of the Act.

I also acknowledge that the provisions of this Declaration are without prejudice to the rights of CTU to use other tools available under the law.

In, dated

.....
Applicant (Incumbent Operator)

(commercial name of the Applicant (Incumbent Operator),
name, surname, title and signature of the person
authorized to act on behalf of the Applicant (Incumbent
Operator))

Declaration of the Person Authorised to Act on Behalf of the Applicant (Incumbent Operator)

I hereby declare that, as a person authorised to act on behalf of the Applicant (Incumbent Operator), I am authorised to accept the above-mentioned commitments on behalf of the Applicant (Incumbent Operator), that I have obtained all consents, permissions or other approvals required for the valid acceptance of the commitments under the laws of the Czech Republic and the laws which govern the internal relations of the company of the Applicant (Incumbent Operator), in witness whereof I hereunto set my hand.

In, dated

.....
Person authorised to act on behalf of the
Applicant (Incumbent Operator)
(name, surname and signature)