

## GSMA YOU PARTICIPATION AGREEMENT (“NMPA”)

You acknowledges, agrees and accepts that you will be bound by the terms and conditions as set out below:

1. DEFINITIONS
  - 1.1 “**AA.16**” means the GSMA Articles of Association in force at the time.
  - 1.2 “**AA.32**” means the GSMA Intellectual Property Rights Regulations in force at the time.
  - 1.3 “**AA.34**” means the GSMA Policy and Procedures for Official Documents in force at the time.
  - 1.4 “**AA.35**” means the GSMA Procedures for Industry Specifications in force at the time.
  - 1.5 “**Activity**” or “**Activities**” means the “**Activity**” or “**Activities**” as set out in Schedule 1 – ToR.
  - 1.6 “**AD.08**” means the Working Group Operating Procedures in force at the time.
  - 1.7 “**Adopted Deliverable(s)**” shall mean the “**Adopted Deliverables**” defined in the IPR Regulations.
  - 1.8 “**Affiliates**” means any subsidiary or holding company of an entity, any subsidiary of any of its holding companies and any partnership, company or undertaking (whether incorporated or unincorporated) in which an entity has the majority of the voting rights or economic interest.
  - 1.9 “**Confidential Information**” means all information of the GSMA Group or the You or a third Party, including without limitation, information relating to the research, development, business plans, marketing, operations, finances, personal data of any such entity, which is disclosed by the GSMA or You directly or indirectly to each other hereunder whether in writing (physically or electronically), visually or orally, and which is designated as proprietary or confidential or which, under the circumstances, should reasonably be considered confidential.
  - 1.10 “**Effective Date**” means the date of signature under this NMPA.
  - 1.11 “**GSMA Group**” means the GSM Association, its Affiliates, Members (as defined in AA.16), together with the respective GSMA directors, staff, agents, consultants, board and committee members or other members participating in activities of these organisations.
  - 1.12 “**Regulations**” means AA.16, AA.32, AA.34, AA.35 and AD.08 where and when applicable.
2. PARTICIPATION
  - 2.1 You agree and accept, that Your participation in an Activity is at the sole discretion of the GSMA, and that your participation in the Activities is subject to:
    - (a) being an officially registered commercial entity offering products or services related to any official sanctioned GSMA activity or having a commercial interest and is materially affected by any official sanctioned GSMA activity;
    - (b) being a national or international regulatory, research or academic institution engaged in any activities that are of interest to the GSMA;
    - (c) having the legal capacity to enter into this NMPA with the GSMA;
    - (d) having obtained the appropriate clearances within its corporate organisation to join and contribute to the Activity; and
    - (e) having the appropriate permissions to speak about and decide any matters on behalf of its corporate organisation and Affiliates in relation to the Activities;
    - (f) having agreed to the Terms of Reference; and
    - (g) having agreed to clause 8 Data Protection statement.
  - 2.2 Acceptance of the Non-Member in an Activity is not automatic and is subject to written ratification by the GSMA. You shall have no claim against the GSMA, its Affiliates and GSMA Group, if not allowed to participate.
  - 2.3 Once accepted by the GSMA as a Non-Member in accordance with Clause 2.1, You will:
    - (a) only be able to participate in an Activity until expiry or termination of this NMPA; and
    - (b) be bound by the terms and conditions set out in this NMPA.
  - 2.4 The GSMA will notify You by email of any amendments to the Regulations:
    - (a) approved by the GSMA; and
    - (b) having a material effect on the participation of You in the Activity;
    - (c) four weeks in advance of such changes or additions taking effect.
  - 2.5 You will be deemed to have accepted such changes or additions unless a written objection has been received by the general counsel of the GSMA within the above 4 weeks of You having been so notified by email.
  - 2.6 Non-acceptance of such amendments shall mean that:
    - (a) You will not bound by such amendments; and
    - (b) will constitutes immediate termination of this NMPA by You without further liability to the GSMA, its Affiliates and GSMA Group.
3. GENERAL OBLIGATIONS

- 3.1 You warrant and agree that it will be bound by the relevant obligations that are set out in the NMPA, i.e. in particular Clauses 2, 3, 4, 5 and 6.
- 3.2 You hereby acknowledge and agree that you will be bound by the terms and conditions of:
- the Regulations;
  - the Terms of Reference for the Activities set out in Schedule 1; and
  - subject to Clause 2.5, any other documentation approved by the GSMA, having a material effect on your participation in an Activity.
- 3.3 The GSMA will use reasonable commercial efforts to consult with and keep You informed regarding any changes in the set-up, status, organisation, documentation and Adopted Deliverables of the Activities to the same extent, manner and within the time frames as all the other participants of the Activities.
- ## 4. INTELLECTUAL PROPERTY RIGHTS
- 4.1 Other than as expressly provided in this NMPA (i.e. notably Clause 3):
- all information exchanged or made available hereunder, is and shall remain, the property of the disclosing Party;
  - nothing in the NMPA shall be construed as granting any rights by licence or otherwise in such information; and
  - no licence is granted (whether implicitly, by estoppel or otherwise) under any patents, copyrights, trademarks, database rights, registered or unregistered designs, utility models or other intellectual property rights relating to such information.
- 4.2 The NMPA shall not be construed to limit the GSMA's or Your right to independently develop or acquire products or technology, as long as such products or technology are developed and acquired:
- without the use of the others or another Activity participant's Confidential Information; and
  - without breach of the terms of this NMPA; (including similar or competing products or technology).
- ## 5. CONFIDENTIALITY AND USE OF INFORMATION
- 5.1 The GSMA and You acknowledge that they may receive Confidential Information from each other under this NMPA. The receiving Party shall keep in confidence and trust all such Confidential Information and will make no use of any Confidential Information, except as is necessary for the performance of its obligations or exercise of its rights under this NMPA.
- 5.2 The receiving Party shall disclose the disclosing Party's Confidential Information only to its officers, employees, contractors, consultants and the GSMA Group with a need to know, who have entered into confidentiality agreements sufficient to prohibit further unauthorised use or disclosure by such persons of the Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as stated hereunder.
- 5.3 Each Party shall use the same measures to protect the other Party's Confidential Information as it uses to protect its own most sensitive information but this shall be no less than the use of reasonable care.
- 5.4 Information shall not be deemed Confidential Information and no Party shall have any obligation concerning the use or disclosure of any information, which:
- is or becomes publicly known through no fault of the receiving Party;
  - is or becomes known to the receiving Party from a third Party source other than the disclosing Party without duties of confidentiality attached and without breach of any agreement between the disclosing Party and such third Party;
  - is furnished to others by the disclosing Party without restriction on disclosure;
  - was independently developed by the receiving Party without the benefit of the Confidential Information, or
  - has been disclosed to it by the disclosing Party more than three years ago.
- 5.5 Nothing in this NMPA shall prevent the receiving Party from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, the receiving Party shall:
- assert the confidential nature of the Confidential Information to the agency;
  - immediately notify the original disclosing Party in writing of the agency's order or request to disclose; and
  - cooperate fully with the original disclosing Party in taking reasonable measures to protect against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.
- 5.6 You shall only be entitled to have access to documentation related to the Activities which is owned, distributed or maintained by the GSMA (as expressly specified by the GSMA in writing).
- 5.7 Save where disclosure or use is required by law, court order or by order of a governmental authority or other telecommunications administration having supervisory power over You, or unless specifically marked for disclosure to the public, press, media or selected third Parties, any advice or information

provided by the GSMA Group to You, is for the use of the Non-Member only.

- 5.8 Subject to Clause 5.7, any Non-Member who discloses any such advice or information, in whatever form, to any third Party, shall indemnify the GSMA, its Affiliates and GSMA Group against any liability, claims, loss, damage, cost or expenses arising out of any such third Party relying on such advice or information.
- 5.9 The existence and terms of this NMPA are Confidential Information, only to be disclosed in accordance with Clause 5.2 above.
- 5.10 You hereby grant the GSMA permission:
- (a) for Your name or logo to appear on any website, public or promotional materials in relation to the Activities; provided, however, that GSMA will: notify You about such publication in advance in writing; and
  - (b) to publish Your participation, contributions and associated documentation for the purpose of complying with any regulatory and other obligations that may materially impact the Activity.

## 6. DISCLAIMER of LIABILITY

- 6.1 You acknowledge and agree that:
- (a) all Activities are organised by the GSMA “as is” without any warranty, representations or guarantees attached; and
  - (b) the GSMA Group shall be immune from all liability in respect of any loss or damage suffered by You and its Affiliates with regards to You:
    - (i) participation in an Activity; or
    - (ii) reliance on any advice or information, in whatever form, published or given by the GSMA, its Affiliates or the GSMA Group to You.
- 6.2 In the event that the GSMA or its Affiliates are nonetheless deemed liable in contract, tort, or for any breach of statutory duty in relation to the NMPA, the total aggregate liability of the GSMA for all claims associated with the NMPA shall not exceed the Annual Fees actually received by the GSMA within the past 12 months or £500, whatever the lower amount.

## 7. EXPIRY OR TERMINATION OF PARTICIPATION IN AN ACTIVITY

- 7.1 This NMPA shall commence from the “Effective Date” as set out above and continue until:
- (a) it expires on **31.10.2026**;
  - (b) You withdraw from the Activities;
  - (c) it is terminated by You by giving 14 days’ written notice (including under Clause 2.5); or
  - (d) it is terminated pursuant to Clauses 7.2, whichever is earlier.
- 7.2 Notwithstanding anything to the contrary in the foregoing, the “NMPA” and any Activity may be

terminated by the GSMA with no further liability to the GSMA forthwith:

- (a) if You are in material breach of the NMPA;
  - (b) when the Activities are completed; and
  - (c) in accordance with Clause 2.5.
- 7.3 Provisions in this NMPA and the IPR Regulations shall survive termination, cancellation or expiration of the NMPA or your withdrawal from an Activity, if it is:
- (a) expressly stated that the appropriate provisions in the NMPA and Regulations shall survive such termination, cancellation, expiration or withdrawal; or
  - (b) if it is clearly and objectively evident from the nature of such provision that its survival is consistent with the purposes of the NMPA and Regulations.

## 8. DATA PROTECTION

- 8.1. GSMA may, from time to time, provide You with information concerning GSMA Membership, products, and services. Representatives of You have the right to withdraw from receiving such communications at any time by utilising the unsubscribe mechanism provided in those communications.
- 8.2. You acknowledge that, in connection with its participation in the Activities and administration of the NMPA, the GSMA will collect and process limited personal data relating to Your representatives, such as name, business contact information, and participation details.
- 8.3. GSMA will process this information solely for the purposes of managing participation in the Activities, communicating with You, fulfilling its obligations under the NMPA and associated Regulations, and, where consent is provided under Clause 1.1., for sending marketing communications regarding GSMA Membership and related services.
- 8.4. Personal data may be shared with members of the GSMA Group, approved service providers, and regulators where required by law, and may be transferred internationally subject to appropriate safeguards. GSMA applies reasonable technical and organisational measures to protect personal data.
- 8.5. Further details on how GSMA collects, uses, stores, shares, and protects personal data, as well as information on individual rights and how to exercise them, are available in the [GSMA Privacy Policy](#).
- 8.6. By participating in the Activities, You confirm that its representatives have been informed of this Statement and directed to the GSMA Privacy Policy.
- 8.7. For any questions, requests, or concerns regarding personal data, You or your representatives may contact GSMA at [dataprivacy@gsma.com](mailto:dataprivacy@gsma.com).

## 9. MISCELLANEOUS

- 9.1. You shall bear its own costs and expenses for its participation in any and all activities conducted pursuant to the NMPA, such as travel, employee compensation and incidental expenses.
- 9.2. Nothing contained in the NMPA, and no action taken by either Party, its Affiliates or the GSMA Group shall be deemed to render such Party an employee, agent or representative of any other Party, or shall be deemed to create a partnership, joint venture or syndicate among or between any of the Parties.
- 9.3. If any provision of the NMPA is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect; and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision.
- 9.4. In the event of conflict between the NMPA, and the Regulations, the Regulations shall prevail.
- 9.5. Notices from the GSMA shall be in writing and may be given to You either personally or by sending it by post, fax or email to Your registered address or principal place of business that was last notified to the GSMA, unless otherwise provided.
- 9.6. This NMPA shall be governed by the laws of Switzerland.
- 9.7. All disputes arising in connection with these Articles and any regulations shall be settled in accordance with the Rules of the International Chamber of Commerce by three arbitrators, unless otherwise agreed. The place of arbitration shall be Zurich. The arbitration procedure shall be conducted in the English language.
- 9.8. The decision of the arbitration tribunal shall be final and binding and the Parties waive all challenge of the award in accordance with Article 192 of the Swiss Private International Law Statute.
- 9.9. Notwithstanding anything to the contrary in the Articles of GSMA, the governing law and dispute resolution provisions set out in:
- 9.10. Clauses 10.4 and 10.5 of the Intellectual Property Rights Regulations (AA.32) shall apply to all disputes arising in relation to the Intellectual Property Rights Regulations (AA.32); and
- 9.11. Section 10 of AA.35 shall apply to all disputes arising in relation to AA.35.



## SCHEDULE 1 – ToR

The Terms of Reference (ToR) for this project are accessible [HERE](#), providing clear guidance on roles, responsibilities, and operational procedures.

Please contact [membership@gsma.com](mailto:membership@gsma.com) if you have queries in relation to the extension.