



AngelMobile

AngelTelecomGroup

July 7, 2014

Mr. John Carlin
Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, NW
Washington, DC 20530
ttelecom@usdoj.gov

Unit Chief, Science and Technology Policy and Law Unit
Federal Bureau of Investigation
935 Pennsylvania Ave, NW
Room 7350
Washington, DC 20535

Re: Pending application by Angel Mobile Inc. ("Angel Mobile") for authority to provide facilities-based and resale service pursuant to Section 214 of the Communications Act of 1934, as amended, and in accordance with the Federal Communications Commission's rules, 47 C.F.R. § 63.18(e)(1), (e)(2) (TT 13-82/FCC file number ITC-214-20131206-00337).

Dear Mr. Carlin,

This letter of agreement ("Agreement") outlines the commitments made by Angel Mobile to the U.S. Department of Justice ("DOJ"), including the National Security Division ("NSD") and the Federal Bureau of Investigation ("FBI"), in order to address national security, law enforcement, and public safety concerns raised with regard to the company's application to the Federal Communications Commission ("FCC" or "Commission") seeking FCC authority to provide facilities-based and resale service pursuant to Section 214 of the Communications Act of 1934, as amended, and in accordance with section 63.18(e)(1) and (e)(2) of the Commission's rules, 47 C.F.R. § 63.18(e)(1), (e)(2).

Angel Mobile, a Nevada corporation and wholly-owned subsidiary of Angel Telecom (USA) Inc. ("Angel Telecom"),¹ plans to provide facilities-based and resale telecommunication services between the U.S. and all authorized international points. Angel Mobile's headquarters are located at 919 3rd Avenue, 11th Floor, New York City, NY 10022.

Angel Mobile's business plan is to solely re-sell the services of other wireless providers, and is relying on the ability of the underlying providers to provide the required assistance to law

¹ Angel Telecom, a U.S. company owned by foreign nationals (>70%), also is a parent entity to Angel Americas LLC ("Angel Americas"). Angel Americas signed a November 15, 2013, letter of agreement with the DOJ which the FCC incorporated by in a grant of an international telecommunications certificate to Angel Americas (file number ITC-214-20130429-00125).

enforcement under the Communications Assistance for Law Enforcement Act (CALEA) and other applicable federal and state statutes, regulations, and requirements. Should Angel Mobile begin to provide other services, Angel Mobile agrees to comply with all applicable federal and state lawful interception statutes, regulations, and requirements, including CALEA and its implementing regulations,³ and will comply with all court orders and other legal process for lawfully authorized electronic surveillance and physical search.⁴ Angel Mobile also will provide notice of any change in its lawful intercept capabilities to NSD and FBI within 30 days of such change, and will certify its compliance with CALEA no more than 60 days following its notice of new facilities, services, or capabilities. Further, Angel Mobile agrees to provide at least 30 days advance notice to NSD and FBI in the event that Angel Mobile plans to provide services falling within the scope of CALEA.

Angel Mobile agrees that it will inform NSD and FBI at least 30 days in advance if it becomes an enhanced Mobile Virtual Network Operator (“EMVNO”) or provides wireless voice and data or interconnected Voice over Internet Protocol (“VoIP”) services to residential users, businesses, and enterprises in the U.S.

Angel Mobile agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records² or Domestic Communications³ or any information (including call content and call data) pertaining to a wiretap order, pen/trap and trace order, subpoena, or any other lawful request by a U.S. law enforcement agency for U.S. Records to any person if the purpose of such disclosure or access is to respond to the legal process or request on behalf of a non-U.S. government⁴ without first satisfying all pertinent requirements of U.S. law and obtaining the express written consent of DOJ, or the authorization of a court of competent jurisdiction in the U.S. Any such legal process or requests submitted by a non-U.S. government to Angel Mobile shall be referred to DOJ as soon as possible, but in no event later than five business days after such legal process or request is received by or made known to Angel Mobile

³ This statement neither supersedes nor replaces Angel Mobile’s other duties to comply with all applicable federal and state lawful interception statutes, regulations, and requirements, or court orders and legal process, for lawfully authorized electronic surveillance and physical search.

⁴ Angel Mobile may use a U.S. Trusted Third Party outsourcing partner to implement its lawful intercept capability. Such Trusted Third Party shall be subject to prior review and non-objection by NSD and FBI. (In its February 27, 2014, answers to DOJ Triage Questions, Angel Mobile indicated that it would be contracting with a U.S. based carrier that is fully CALEA compliant and would be relying on that contracted carrier for lawful intercept capabilities.)

² “U.S. Records,” as used herein, means Angel Mobile’s customer billing records, subscriber information, and any other related information used, processed, or maintained in the ordinary course of business relating to the services offered by Angel Mobile in the U.S. For these purposes, U.S. Records also shall include information subject to disclosure to a U.S. federal or state governmental entity under the procedures specified in Sections 2703(c) and (d) and Section 2709 of Title 18 of the U.S. Code.

³ “Domestic Communications,” as used herein, means: (1) Wire Communications or Electronic Communications (whether stored or not) from one U.S. location to another U.S. location; and (b) the U.S. portion of a Wire Communication or Electronic Communication (whether stored or not) that originates or terminates in the United States. “Electronic Communication” has the meaning given in 18 U.S.C. § 2510(12). “Wire Communication” has the meaning given in 18 U.S.C. § 2510(1).

⁴ The term “non-US government” means any government, including an identified representative, agent, component or subdivision thereof, that is not a local, state, or federal government in the U.S.

unless disclosure of the legal process or request would be in violation of U.S. law or an order of a court of the U.S.

In addition, Angel Mobile agrees to provide NSD and FBI advance notice of the location of Angel Mobile's U.S. Records' storage facility at least 30 days' prior to the time in which Angel Mobile anticipates generating U.S. Records, with the understanding that, should NSD or the FBI object to the location notified, Angel Mobile will find and notify NSD and FBI of an alternate location. Further, in the event that Angel Mobile selects a location outside of the U.S., and NSD and the FBI do not object to such location, Angel Mobile agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

Angel Mobile further agrees to designate a U.S. Law Enforcement Point of Contact ("POC") in the U.S., preferably a U.S. citizen, to receive service of process for U.S. Records and, where possible, to assist and support lawful requests for surveillance or production of U.S. Records by U.S. federal, state, and local law enforcement agencies ("Lawful U.S. Process"). Angel Mobile will give notice of its POC to NSD and FBI for approval within 14 days of the date that Angel Mobile receives from the FCC the telecommunications certification at issue herein. In addition, Angel Mobile will give NSD and FBI at least 30 days' prior notice of any change to its POC, and Angel Mobile's newly designated POC shall be subject to DOJ review and approval. Angel Mobile also agrees that the designated POC will have access to all U.S. Records, and, in response to Lawful U.S. Process, will make such records available promptly, and in any event no later than five business days after receiving such Lawful U.S. Process.

Angel Mobile further agrees that it will not outsource or off shore any operations and/or services, including but not limited to operations and/or services in relation to the following, outside of the U.S. without providing NSD and FBI 30 days' notice:

- Network operation center(s) ("NOC");
- Network maintenance services;
- Customer service;
- Any operation/service that could potentially expose U.S. domestic telecommunications infrastructure, U.S. customer data and records, call detail records ("CDRs"), customer proprietary network information ("CPNI"); and/or
- The deployment of any network elements, hardware, software, core network equipment, and network management capabilities that are owned, managed, manufactured or controlled by a foreign government or non-public entities.⁵

After receiving such notice, NSD or FBI will have 30 days to object to the vendor/provider/service notified, after which time if no objection is sent by NSD or FBI Angel Mobile may consider NSD and FBI to have implicitly non-objected to the notified selection. Notwithstanding the foregoing, Angel Mobile may outsource or off shore operations and/or

⁵ In its February 27, 2014, answers to DOJ Triage Questions, Angel Mobile indicated that it would be outsourcing its entire production network to a U.S. based (214 licensed) carrier, but that there were no existing or planned partnerships or relationships with foreign companies or foreign-government-controlled companies outside and apart from the fact of Angel Mobile's foreign ownership.

services, including those listed above, without providing prior notice to NSD and FBI, to any Affiliate of Angel Mobile, as that term is defined in the Securities Act of 1933.

Angel Mobile further agrees to provide DOJ with notices of material change (e.g., corporate structure changes of importance to this Agreement, corporate name changes for Angel Mobile, etc.) within 30 days of such change.

In addition, Angel Mobile agrees to provide annual reports to NSD and FBI regarding the company's compliance with this Agreement, to include:

- Certifications that there were no material changes (where no changes were notified to DOJ during the preceding year);
- Statement(s) regarding the status of implementation of lawful interception capabilities, including CALEA compliance;
- Notice(s) regarding the company's handling of U.S. Records, Domestic Communications, and U.S. Lawful Process (i.e., whether handled properly and in accordance with the assurances contained herein);
- Notification(s) of any changes in the services that Angel Mobile provides (as described in paragraph 4, above), or confirmation that no additional services are being offered;
- Notification(s) of any relationships with foreign-owned telecommunications partners, including any peer relationships;
- Notification(s) of the installation and/or purchase or lease of any foreign-manufactured telecommunication equipment (including, but not limited to, switches, routers, software, hardware);
- Report(s) of any occurrences of cyber-security incidents, network and enterprise (private network) breaches, and unauthorized access to customer data and information;
- A re-identification of the name of and contact information for the current POC; and
- Notifications regarding any other matters of relevant to this Agreement.

These annual reports will be due on January 31 of each calendar year, beginning January 31, 2015, and will be addressed to the following:

Assistant Attorney General for National Security
U.S. Department of Justice
National Security Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Attn.: Team Telecom
Electronic mail: ttelecom@usdoj.gov

Unit Chief, Science and Technology Policy and Law Unit
Federal Bureau of Investigation
935 Pennsylvania Ave, NW
Room 7350
Washington, DC 20535

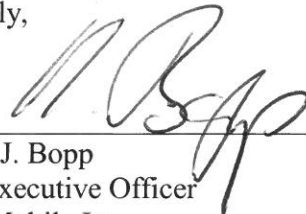
Courtesy electronic copies of all notices and communications also will be sent to the following, or to those individuals identified to Angel Mobile by DOJ in the future: Caroline Brown of the DOJ (at caroline.brown@usdoj.gov); Richard Sofield of the DOJ (richard.sofield2@usdoj.gov); Kristin Taylor of the DOJ (at kristin.taylor@usdoj.gov); and Jonathan Frenkel of the FBI (at jonathan.frenkel@ic.fbi.gov).

Angel Mobile agrees that in the event that the commitments set forth in this letter are breached, in addition to any other remedy available at law or equity, DOJ may request that the FCC modify, condition, revoke, cancel, or render null and void any relevant license, permit, or other authorization granted by the FCC to Angel Mobile or any successors-in-interest. Nothing herein shall be construed to be a waiver by Angel Mobile of, or limitation on, its right to oppose or comment on any such request.

Nothing in this letter is intended to excuse Angel Mobile from its obligations to comply with any and all applicable legal requirements and obligations, including any and all applicable statutes, regulations, requirements, or orders.

Angel Mobile understands that, upon execution of this letter by an authorized representative or attorney for Angel Mobile, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC's grant of Angel Mobile's application provided that this Agreement is placed as a condition on the FCC's authorization.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Bopp', is written over a horizontal line.

Roland J. Bopp
Chief Executive Officer
Angel Mobile Inc.