



September 10, 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 Yatango Mobile USA LLC 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)(ITC-214-20140210-00040).

Dear Mr. Carlin,

This letter of agreement ("Agreement") outlines the commitments made by Yatango Mobile USA LLC ("Yatango") to the U.S. Department of Justice ("DOJ), including 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).

Yatango is a Delaware corporation and wholly-owned subsidiary of Yatango Mobile Pty Ltd ("Yatango Ltd"), an Australian telecom service provider. Yatango intends to operate as a reseller of T-Mobile wireless services with no network infrastructure of its own. Yatango's headquarters are located at 7000 Houston Road, Suite 34, Florence, KY 41042. However, upon receipt of the above-described authority, Yatango potentially could expand its future service offerings to include facilities-based services such as enhanced Mobile Virtual Network Operator (MVNO) services, full MVNO services, time division multiplexing (TDM) voice services, calling card or pinless calling services, and interconnected Voice over Internet Protocol ("VoIP") services to residential users, businesses, and enterprises in the U.S.

Yatango hereby agrees to the following terms:

Yatango agrees to maintain in the U.S. at all times U.S. Records¹ and/or copies of U.S. Records and make U.S. Records available to law enforcement agencies upon lawful request. Yatango agrees to ensure that U.S. Records are not made subject to mandatory destruction under any foreign laws.

Yatango agrees that it will not directly or indirectly disclose or permit disclosure of or access to U.S. Records or Domestic Communications² 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. government³ 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 requests for legal process submitted by a non-U.S. government to Yatango shall be referred to DOJ as soon as possible, but in no event later than five business days after such request or legal process is received by or made known to Yatango unless disclosure of the request or legal process would be in violation of U.S. law or an order of a court of the U.S.

Since the applicant is seeking authority to become a facilities-based operator, upon providing any such facilities-based services, including but not limited to, enhanced MVNO services, full MVNO services, TDM voice services, calling card or pinless calling services, and VoIP services to residential users, businesses, and enterprises in the United States, Yatango agrees that it will:

1. Inform the FBI at least sixty (60) days in advance of providing such services at:

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Federal Bureau of Investigation
935 Pennsylvania Ave, NW
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¹ "U.S. Records," as used herein, means Yatango 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 Yatango 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.

² "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).

³ 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.

Washington, DC 20535

Courtesy electronic copies should also be sent to Jonathan Frenkel of the FBI (at jonathan.frenkel@ic.fbi.gov)

2. Comply with all applicable lawful interception statutes, regulations, and requirements, including the Communications Assistance for Law Enforcement Act (“CALEA”), 47 U.S.C. §§ 1001-1010, and its implementing regulations, and will comply with all court orders and other legal process for lawfully authorized electronic surveillance. Upon completion of the implementation of lawful interception capabilities, Yatango will request that the FBI send its CALEA Implementation Unit to conduct a CALEA-compliance test.⁴ Once a compliance test is scheduled Yatango will advise DOJ of the scheduled date. Yatango will continue to maintain such lawful interception capabilities for the duration of the time it provides the aforementioned services.
3. Designate a U.S. Law Enforcement Point of Contact (“POC”) resident 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”). Yatango will give notice of its POC to DOJ at least sixty (60) days in advance of providing any such facilities-based services. In addition, Yatango will give DOJ at least 30 (thirty) days prior notice of any change to its POC, and Yatango’s newly designated POC shall be subject to DOJ objection at any time. Yatango 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 5 (five) business days after receiving such Lawful U.S. Process.
4. Report, within thirty (30) days, all outsourced or off-shored services, including but not limited to services in relation to:
 - 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.

⁴ Such a request can be made by contacting the general helpdesk for the CALEA Implementation Unit at (855) LECALFA (532-2532).

5. Provide annual reports to DOJ, due on January 31 of each calendar year regarding the company's compliance with this Agreement, to include:
- Certifications that there were no material changes (e.g., corporate address, corporate structure, service portfolio changes, corporate name changes, changes to CALEA compliance or lawful surveillance capabilities, etc.);
 - Statement(s) regarding 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 Yatango 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 incidences, network and enterprise 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 interest to this Agreement.

These annual reports will be sent by electronic mail, as well as first-class or certified mail, 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, Foreign Investment Review Staff
Electronic mail: ttelecom@usdoj.gov

Courtesy electronic copies of this annual report, as well as all notices and communications, shall additionally be sent to the following, or to those individuals identified to Yatango by DOJ in the future: Joanne Ongman of DOJ (at joanne.ongman@usdoj.gov); Richard Sofield of the DOJ (richard.sofield2@usdoj.gov); and Jonathan Frenkel of the FBI (at jonathan.frenkel@ic.fbi.gov).

Yatango 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 Yatango or any successors-in-interest. Nothing herein shall

be construed to be a waiver by Yatango of, or limitation on, its right to oppose or comment on any such request.

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

Yatango understands that, in exchange for execution of this letter by an authorized representative of Yatango, or shortly thereafter, DOJ shall notify the FCC that it has no objection to the FCC's initial grant of Yatango's above-referenced application provided that this Agreement is placed as a condition on the FCC's authorization.

Sincerely,



John Wilkinson
CFO
Yatango Mobile USA LLC