



GO p.l.c.

Reference Offer for Wholesale Roaming Resale Access

1 Subject and Scope

GO p.l.c. “GO” is publishing this Wholesale Roaming Resale Access Reference Offer “**Reference Offer**” for international roaming services in accordance with Article 3 of the Regulation (EU) 531/2012 of the European Parliament and of the Council of 13 June 2012 “**Roaming Regulation**”, as amended, and with BEREC’s Wholesale Roaming Guidelines dated 9 June 2017.

This Reference Offer is for “**Regulated Roaming Services**”, at wholesale level, comprising of Regulated Roaming Call, Regulated Roaming SMS Message and Regulated Data Roaming Service within the European Economic Area “**EEA**” enabling an eligible undertaking “**Resale Access Seeker**” to provide Regulated Roaming Services as defined in the Roaming Regulation. It also provides for reasonable requests for unregulated roaming services and access to all network elements and associated facilities, relevant services, software and information systems, necessary for the provision of Regulated Roaming Services.

Once the wholesale roaming resale access agreement is signed “**Signed Wholesale Roaming Resale Access Agreement**” the implementation of the said agreement shall enable the Resale Access Seeker to offer Regulated Roaming Services within the EEA on networks where GO has an international roaming agreement in force. When GO amends or terminates or signs a new roaming agreement within the EEA the Wholesale Roaming Resale Access Agreement will automatically be amended to reflect the amendment or termination or service launch on the new visited network as applicable. The services provided to the Resale Access Seeker under the Signed Wholesale Roaming Resale Access Agreement shall be non-discriminatory when compared to GO’s own retail services.

2 Definitions

Except for the definitions defined in this Reference Offer, the definitions of this Reference Offer have the same meaning as that of Article 2 of the Roaming Regulation.

3 Access Request and Implementation & General Terms to Reference Offer

The Resale Access Seeker shall send GO a written request, in Maltese or English, describing the scope of the services required, to the following address:

The CEO GO p.l.c.
Fra Diego Street,
Marsa, MRS 1501 Malta.

with a copy to the following electronic mail address: wholesale@go.com.mt

The following documentation, duly signed by authorized personnel of the Resale Access Seeker, shall be attached to the request:

- Overview of the services requested from GO;
- Certificate of registration or corresponding documentation of the Resale Access Seeker;
- Written documentation that the Resale Access Seeker is entitled to provide roaming services to end customers within any Member State of the European Union;
- Written documentation of the European Union numbering resources assigned to its mobile service, according to E164, E212 and E214;
- Annual report of the previous financial year;
- Financial figures of the last quarter of the current year;
- Initial estimate of traffic volume per roaming service covered in the request;
- Information on signaling connectivity to establish interconnection;
- Information on TAP file and NRTRDE provisioning including fraud prevention mechanisms and protocols that the Resale Access Seeker has in place;
- Contact information of the Resale Access Seeker.

GO will review the Resale Access Seeker request within ten (10) working days of its receipt and will take one of the following decisions:

- a) to accept the request, fully or partly.

In this case Go will send, by electronic mail, to the contacts provided by the Resale Access Seeker, the draft Agreement within one (1) month period from receiving the wholesale roaming resale access request. In case the request does not include all the required information, the one month period will count from the date when GO receives all necessary documentation/information.

b) to refuse the access request.

In this case GO shall provide the reasons of the refusal to the Resale Access Seeker, which may include:

- i) The Resale Access Seeker did not provide the required documentation according to above, and/or,
- ii) The required documentation was not signed by duly authorized personnel of the Resale Access Seeker;
- iii) GO has to deploy an undue level of resources to implement the wholesale roaming resale access and it is reasonable to foresee that the implementation costs will not be recovered within a reasonable period of time.

If the Resale Access Seeker does not eliminate deficiencies or inconsistencies in its request in order to be in line with this Clause 3 within ten (10) working days after GO's notification, it is considered that the Resale Access Seeker gave up its request.

This Reference Offer is also based on the assumption that the Resale Access Seeker at its own cost and risk:

- can provide evidence of a valid authorisation from the Malta Communications Authority to provide Electronic Communications Services to the Maltese Market;
- shall carry out all its own retail functions including but not limited to marketing, pricing, distribution, debt collection, credit control measures, fraud management and customer care;
- shall offer the Regulated Roaming Services to its own end-users under its own brand;

- has the required staff and competence to implement the Signed Wholesale Roaming Resale Access Agreement;
- is fully capable to provide the Regulated Roaming Services to its own end-users.

On signing of the Wholesale Roaming Resale Access Agreement, the Resale Access Seeker shall immediately make available to GO traffic forecasts for all Regulated Roaming Services for the first term. Moreover, at least three (3) months before the expiry of the initial term or any renewed term or terms the Resale Access Seeker shall make available to GO for each of the Regulated Roaming Services a twelve (12) month forecast for the upcoming renewal period.

4 Wholesale Resale Roaming Services

GO will start the preparation of the technical implementation after the wholesale resale roaming access agreement has been signed, with the aim to start tests with the Resale Access Seeker for Regulated Roaming Services and to be ready to provide this access within a maximum period of three (3) months after the wholesale roaming resale access agreement signature, deducted of any delays attributable to the Resale Access Seeker.

Implementation shall be done in accordance with the procedures described or foreseen in the applicable Annexes of the Signed Wholesale Roaming Resale Access Agreement.

Interoperability, technical interfaces and protocols will be carried out in accordance with the technical specifications defined and adopted by 3GPP and consistent with best industry practice, including the ETSI technical specifications defined and adopted by 3GPP (“**Technical Specifications**”).

On the full implementation of the Signed Wholesale Roaming Resale Access Agreement, GO shall provide the following Regulated Roaming Services:

- Access to the wholesale roaming services provided by visited network operators with which the GO has a wholesale roaming access agreement;
- Access to transit services used by the GO for its own roaming business;
- Access to all information on end-user usage;
- Access to all wholesale functions and facilities provided by the GO and used to supply GO’s own retail roaming business, in particular contract negotiation and implementation, signalling, authentication, data clearing, billing interconnect, fraud handling, provisioning, Global Roaming Exchange and IP Exchange;
- Other wholesale services without which a retail roaming service would not be practical or economic. This shall include in particular resale of termination of incoming voice calls and outgoing SMS messages;
- Retail functions which can practically or economically be provided only by the access provider;
- Open access to technical interfaces, protocols or other core technologies which are required for the interoperability of the services necessary for a reseller to carry out for itself necessary retail functions (in particular, billing, control of pre-pay credit, control of bill shock, transparency obligations);

- Access to operational support systems or equal software systems which are necessary to implement resale of roaming services;
- Billing of post-pay services;
- Credit control for pre-pay services;
- Control of data bill shock;
- Services to implement retail transparency obligations.

In the event of a dispute between an end-user and the Resale Access Seeker concerning an issue falling within the scope of the Regulation, GO shall provide any co-operation which the Resale Access Seeker may reasonably require, including in respect of out-of-court dispute resolution procedures laid down in Article 34 of the Universal Service Directive.

GO may suspend or terminate without any liability, all or any of its Wholesale Roaming Resale Access Agreement to the Resale Access Seeker subject to doing the same to its own retail customers.

The Resale Access Seeker shall be bound:

- not to resell the Wholesale Resale Roaming Services to businesses or other entities who are not its own retail customers;
- not to use or resell the Wholesale Resale Roaming Services for commercial SMS termination including but not limited to spam SMS;
- to ensure that end users use the Wholesale Resale Roaming Services in accordance with all applicable laws and regulations and not for any immoral, offensive or obscene use.

5 Charging, Billing & Accounting of Wholesale Resale Roaming Services

The applicable charges for Regulated Services shall be the applicable maximum charges as defined in Article 3 of the Roaming Regulation and subject to currency exchange rules in Article 1.

| Service | Charging interval | Price from: | | | | | |
|------------|--|-------------------|----------------|----------------|----------------|----------------|----------------------------------|
| | | 15 June 2017 | 1 January 2018 | 1 January 2019 | 1 January 2020 | 1 January 2021 | 1 January 2022 till 30 June 2022 |
| Data | Per 1kb | €7.7 per GB | €6.0 per GB | €4.5 per GB | €3.5 per GB | €3.0 per GB | €2.5 per GB |
| Voice (MO) | Per 30 second initially, then per 1 second | €0.032 per minute | | | | | |
| SMS (MO) | Per message | €0.01 per SMS | | | | | |



Charges for unregulated services shall be fair and reasonable and in accordance with Article 3 of the Roaming Regulation and subject to currency exchange rules in Article 1.

Billing and accounting shall be implemented according to the applicable GSM Association Permanent Reference Documents and any other pre-agreed provisions in the Signed Wholesale Roaming Resale Access Agreement.

Invoicing shall be on monthly basis with a 15 day payment term.

6 Testing Procedures

The testing procedures shall be specified in the Signed Wholesale Roaming Resale Access Agreement taking into account the specifics of the requested services, the available hardware, software, etc. Depending on the type of services offered to and requested by the Resale Access Seeker there could be different scenarios and constraints. In case that the Resale Access Seeker is using wholesale functionalities from GO, the Resale Access Seeker must fully comply with the existing procedures in place with regard to interoperability with other partners and internal clients used by GO. In case that the Resale Access Seeker is requesting retail functionalities from GO any specific requirements should not infringe the existing security and regulatory procedures in place.

7 Permanent Roaming

GO retains the right to define conditions in the Wholesale Roaming Resale Access Agreement to prevent permanent roaming or anomalous or abusive use of wholesale roaming access for purposes other than the provision of regulated roaming services to roaming providers' customers while the latter are periodically travelling within the Union.

8 Bank Guarantee

GO is entitled to request the Resale Access Seeker to provide GO, prior to the commercial launch of the Roaming Services, a bank guarantee which in the opinion of GO is appropriate as security against the Resale Access Seeker's non-compliance with or non-observance of any of the provisions of the Signed Wholesale Roaming Resale Access Agreement.

Refusal or failure by the Resale Access Seeker to provide the bank guarantee as requested by GO within thirty (30) days of the date of GO's request for the same shall



be deemed to be a breach of the Signed Wholesale Roaming Resale Access Agreement.

GO may revise the value of the bank guarantee based on the actual level of exposure.

9 Service Level Agreement

GO shall ensure that the end-users of the Resale Access Seeker shall enjoy a service level in accordance with the Signed Wholesale Resale Access Agreement which service level shall not be inferior that that of GO's retail customers. Upon request, GO shall provide the Resale Access Seeker with its latest version of the Roaming Service Level KPIs.

10 Commencement and Duration

The Signed Wholesale Resale Access Agreement shall take effect on the date of signature of such Agreement and shall remain in force for a period of six (6) months therefrom, unless terminated in accordance with the termination clauses. Unless the Signed Wholesale Resale Access Agreement is terminated in accordance with the applicable clause/s, automatic renewal shall be on a six (6) month term basis.

11 Confidentiality

GO and the Resale Access Seeker agree to treat all information exchanged between them ("**Information**") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as specified below.

GO and the Resale Access Seeker shall not use any Information other than in connection with the discussions between them and any transactions resulting there from, or for the provision of the services as contemplated herein. They are also entitled to disclose Information to third parties in the context of a possible bona fide acquisition or sale of its operations in support of reasonably related due diligence activities in respect thereof, or for the borrowing of funds or obtaining of insurance, in which case any third parties (including lenders or insurance companies) involved in such activities shall be obliged to enter into confidentiality agreements which have an equivalent content before receiving the Information. In addition to the foregoing, GO and the Resale Access Seeker shall also be entitled to share information with affiliated companies, directors, agents, professional advisers, contractors, employees or resellers on a need to know basis provided that such affiliated companies, agents, contractors, employees or resellers have entered into confidentiality agreements in a form substantially equivalent to and on terms and conditions no less stringent than the terms and conditions hereby set out.



Notwithstanding the above stated, Information and the contents of the Signed Wholesale Roaming Resale Agreement may be transmitted to governmental, judicial or regulatory authorities, as may be required by any governmental, judicial or regulatory authority.

For the purposes of the Reference Offer, Information and the contents shall not be considered to be confidential if such Information is:

- a) in or passed into the public domain other than by breach of its receiver; or
- b) known to a receiving party prior to the disclosure by a disclosing party; or
- c) disclosed to a receiving party without restriction by a third party having the full right to disclose; or
- d) independently developed by a receiving party to whom no disclosure of confidential Information relevant to such Information has been made.

Infringement of this confidentiality duty represents a breach of the present Reference Offer and, as such, either GO or the Resale Access Seeker, as the case may be, shall compensate the other of all harm suffered as a result of such breach.

The confidentiality obligation shall bind GO and the Resale Access Seeker for a period of five (5) years, but shall not in any way limit or restrict a disclosing party's use of its own confidential Information.

12 Force Majeure

If during the term of this Reference Offer a case of force majeure occurs, preventing the timely provision of the roaming services, the dates and deadlines will be postponed for a period corresponding to the delay. GO and the Resale Access Seeker shall do all in its best to minimize the consequences of the event.

It is understood by force majeure any event, unpredictable and unavoidable, whose circumstances and effects are beyond the control of GO or of the Resale Access Seeker, or any other unforeseeable obstacle that GO or the Resale Access Seeker is not able to overcome with reasonable efforts and that prevents them, wholly or partially, permanently or temporarily, to meet its obligations under this Reference Offer.

13 Data Privacy

The Parties are subject to all applicable legal and regulatory provisions in regard to data protection, data privacy and confidentiality in general. Hence, it is mandatory that both Parties commit themselves to observe the secrecy rules and maintain the data

privacy according to the applicable laws and regulations. It is the duty of the Resale Access Seeker to inform its end-users of any changes to the applicable Data Protection Laws and Regulations as a result of GO and the Resale Access Seeker implementing the Signed Wholesale Roaming Resale Access Agreement. Each Party's obligations will be further detailed in the Wholesale Roaming Resale Access Agreement.

14 Dispute Resolution and Governing Law

All disputes in connection with this Reference Offer, if not settled by escalation procedures, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) by three (3) arbitrators appointed in accordance with the said Rules.

In addition, in line with Article 17, Paragraph 1, of the Regulation, the dispute resolution procedures laid down in Articles 20 and 21 of the Framework Directive shall apply.

GO and the Resale Access Seeker shall agree to resolve any dispute arising out of the Signed Wholesale Roaming Resale Access Agreement in accordance with the agreed escalation procedures in the said agreement before commencing the arbitration procedures described agreed to in the Signed Wholesale Roaming Resale Access Agreement.

In accordance with the Article 17 of the Roaming Regulation in the event of a dispute in regards the interpretation of the Roaming Regulation, the dispute resolution procedures laid down in Articles 20 and 21 of the Framework Directive shall be applied in full.

All other disputes arise out of the Signed Wholesale Roaming Resale Access Agreement shall be subject only to the Laws of Malta.

15 Intellectual Property Rights

Intellectual Property Rights shall remain the property of the party creating or owning the same and nothing in the Signed Wholesale Roaming Resale Access Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the intellectual property rights of one party to the other party, and nothing in the Signed Wholesale Roaming Resale Access Agreement shall be deemed to restrict the rights of any party to own, use, enjoy, license, assign or transfer its own intellectual property.

16 Assignment of Rights and Obligations

GO may at any time assign, sub-contract or transfer the Signed Wholesale Roaming Resale Access Agreement in whole or in part to any person without requiring any consent therefor from the Resale Access Seeker.

The Resale Access Seeker shall not be entitled to assign, sub-contract or transfer the Signed Wholesale Roaming Resale Access Agreement, either in whole or in part or otherwise dispose of any of its rights or obligations thereunder to any person.

17 Update of the Reference Offer

This Reference Offer is valid until a revised version is published and will be updated as soon as possible in order to be compliant with a decision of the MCA or with an update of the BEREC Guidelines or the existing Reference Offer no longer properly or fully describes the services on offer by GO.

18 Applicable Legislation

This Reference Offer is prepared in accordance with the Regulation (EU) No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union, as amended, and, to the extent applicable, the BEREC's Wholesale Roaming Guidelines of 9 June 2017. The Reference Offer and any matters relating hereto shall be governed by and construed in accordance with the referred Regulation and the laws of Malta.