

## GO PLC

### Reference Offer for Direct Wholesale Roaming Access

#### 1 Subject and Scope

GO p.l.c. “GO” is publishing this Direct Wholesale Roaming Access Reference Offer “**Reference Offer**” for international roaming access in accordance with Article 3 of the Regulation (EU) 2022/612 of the European Parliament and of the Council of 6<sup>th</sup> April 2022 “**Roaming Regulation**” and with the BEREC Wholesale Guidelines on the application of Article 3 of the Roaming Regulation - Wholesale Roaming Access.

This Reference Offer is at wholesale level for:

- A) “**Direct Regulated Roaming Services**” comprising of:
- origination of Regulated Roaming Call;
  - origination of Regulated Roaming SMS Message; and
  - Regulated Data Roaming Service as defined in the Roaming Regulation and
- B) “**Supplementary Wholesale Roaming Services**” comprising of:
- termination of received roaming calls;
  - termination of received roaming SMS message; and
  - termination of CAMEL phase 1 and CAMEL phase 2.

This offer is intended to an MNO or full MVNO “**Direct Access Seeker**” subject to eligibility in accordance with the Roaming Regulation.

Once the direct wholesale roaming access agreement is signed “**Signed Direct Wholesale Roaming Access Agreement**” and implemented GO will provide the Direct Access Seeker the services included in this Reference Offer resulting in the access to mobile telecommunications services in the geographic areas where GO operates a public mobile communications network and in accordance with the Roaming Regulation.

## 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 Direct 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](mailto:wholesale@go.com.mt)

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

- Overview of the services requested from GO;
- Certificate of registration or corresponding documentation of the Direct Access Seeker;
- Written documentation that the Direct 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 Access Seeker has in place;
- Contact information of the Direct Access Seeker.

GO will review the Direct Access Seeker request within thirty (30) 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 Direct Access Seeker, the draft Agreement within one (1) month period from receiving the direct wholesale roaming 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 Direct Access Seeker, which may include:

- i) The Direct 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 Direct Access Seeker;
- iii) GO has to deploy an undue level of resources to implement the direct wholesale access and it is reasonable to foresee that the implementation costs will not be recovered within a reasonable period of time.

If the Direct 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 Direct Access Seeker gave up its request.

The Signed Direct Wholesale Roaming Access Agreement shall be based on permanent reference documents (PRD) developed by the GSM Association (GSMA) and shall include:

- GSMA PRDs related to Quality of Service;
- GSMA PRDs related to Fraud Detection; and
- GSMA PRDs relating to Billing between the GO and the Direct Access Seeker including invoicing and settlement.

Annexes to the Signed Direct Wholesale Roaming Access Agreement include:

- Agreement Management Principles;
- Services;
- Billing and Accounting (Information on Billing Data and Settlement Procedure);
- Customer Care Principles;

- Technical Aspects (Testing, Security and Information on Signalling Interconnection and / or IP Connectivity);
- Fraud Prevention Procedures;
- Roaming Service Level Agreement;
- Roaming Provider Services, Tariffs and other Information.

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

- can provide evidence of eligibility to benefit from Article 3 of the Roaming Regulation;
- ensures that it is compliant with all applicable laws and regulations.

On signing of the Direct Wholesale Roaming Access Agreement, the Direct Access Seeker shall immediately make available to GO traffic forecasts for all Direct 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 Direct Access Seeker shall immediately make available to GO for each of the Direct Roaming Services a twelve (12) month forecast starting from the upcoming renewal period.

#### **4 Direct Wholesale Roaming Access Services**

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

Implementation shall be done in accordance with the procedures described or foreseen in the applicable Annexes of the Signed Direct Wholesale Roaming 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 Direct Wholesale Roaming Access Agreement and technical implementation, GO shall provide all the requested Direct Regulated Roaming Services and Supplementary Wholesale Roaming Services subject to:

1. The services shall only be made available to individual end-users having valid legal relationships with Direct Access Seeker;
2. The availability of Direct Regulated Roaming Services and Supplementary Wholesale Roaming Services may depend on the availability of appropriate functionality;
3. The end-users of the Direct Access Seeker, during roaming, shall experience conditions of service that do not differ substantially from those provided to other parties requesting the same services of GO; and
4. Direct Regulated Roaming Services and Supplementary Wholesale Roaming Services are provided based on the precondition that the end-users of the Direct Access Seeker are expected to have a usage pattern that does not differ substantially from other EU roaming customers on GO's network.

## **5 Charging, Billing Payment & Accounting**

The applicable charges for the Direct Roaming Services shall be as follows:

- A) For the provision of Direct Regulated Roaming Services, the charges to the Direct Access Seeker shall be the applicable maximum charges as defined in Article 3 of the Roaming Regulation and subject to currency exchange rules in Article 1.
- B) For the provision of Supplementary Wholesale Roaming Services the charges to the Direct Access Seeker 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 payment shall be as defined in the Signed Direct Wholesale Roaming Access Agreement in accordance with the applicable GSM Association Permanent Reference Documents and any other pre-agreed provisions in the Signed Direct Wholesale Roaming Access Agreement.

## **6 Emergency Communications**

The access seeker has access, free of charge, to emergency services through emergency communications to the most appropriate Public Safety Answering Point (PSAP) and to enable the transmission, free of charge, of caller location information

to the most appropriate PSAP while using roaming services, to enable its customers to have access, free of charge to emergency services.

<b>Emergency Services</b>	<b>Caller ID</b>
European emergency telephony number	112
Fire Brigade Services	112
Sanitary/Ambulance Emergency	112

## **7 Bank Guarantee**

GO is entitled to request that the Direct Access Seeker and Direct Access Seeker must 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 Direct Access Seeker's non-compliance with or non-observance of any of the provisions of the Signed Direct Wholesale Roaming Access Agreement.

Refusal or failure by the Direct 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 Direct Wholesale Roaming Access Agreement.

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

## **8 Service Level Agreement**

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

## **9 Commencement and Duration**

The Signed Direct Wholesale Roaming 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 Direct Wholesale Roaming Access Agreement is terminated in

accordance with the applicable clause/s, automatic renewal shall be on a six (6) month term basis.

## 10 Interoperability Information

The technical information relevant for International Roaming shall be exchanged between the parties as part of GSMA testing procedures and PRDs.

The Access Seeker agrees to adhere to the processes set out in PRD IR.21, Article 4: Procedures for Updating the Database, when making changes in the numbering and addressing information with an impact on International Roaming.

The Access Seeker may request that the wholesale service is to be provided via a hub. In the case that the connection via a hub is to entail additional costs for GO (as monthly fees or any additional fee to be paid to the hub service provider), the Access Seeker will be liable to pay these additional costs incurred by GO PLC.

Technical information related to roaming interoperability must be contained in detail in the IR.21 documents from the Access Seeker and GO PLC. A summary of key elements shared below:

### a. Radio Technologies and Frequencies

GO's mobile network as VPMN supports the following technologies and frequencies:

Technology	Frequency List	Typical Speeds
2G – GSM Frequencies	900MHz	
3G – UTRA/FDD frequencies	1 IMT 2.1GHz,	25Mbps/3.5Mbps
4G – E – UTRAN frequencies	1 – IMT 2.1GHz, 20 – 800 MHz, 7-2600MHz	60Mbps/30Mbps
5G NR frequencies	N1 – FDD 2100, n78 – TDD 3500	800Mbps/100Mbps

### b. Routing information

E.212 Number series	Mobile Country Code (MCC): 278 Mobile Network Code (MNC): 79
E.214 Mobile Global Title: (MGT)	Country Code of MGT (CC): 356 Network Code of MGT (NC):79

Technology Frequency list 2G-GSM frequencies 900MHz3G-UTRA/FDD frequencies 1 - IMT 2.1 GHz, 8 - 900 MHz 4G-E-UTRAN frequencies 1 - IMT 2.1 GHz, 20 - 800 MHz,7 2600MHz 5G NR frequencies n1 - FDD 2100, n78 - TDD 3500 b. Routing Information E.212 Number series Mobile Country Code (MCC): 278 Mobile Network

Code (MNC): 79 E.214 Mobile Global Title: (MGT) Country Code of MGT (CC): 356 Network Code of MGT (NC): 79 Where in the result of the reasonable requests for changing the service configuration to the other that in the Reference Offer, fair and reasonable charges may be levied to cover any additional costs.

## 11 Confidentiality

GO and the Direct 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 Direct 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 Direct 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 Direct wholesale Roaming 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 Direct 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 Direct 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 Service Quality**

GO PLC shall, to the best of its abilities, provide operators seeking Direct Wholesale Roaming Access quality which is equivalent to that of GO's retail roaming services.

Roaming Customers, during roaming, shall avail of the services under the same conditions of the service and which do not differ from those provided to customers of other Direct Wholesale Roaming Access requesters or Mobile Network Operators.

GO PLC will reasonably endeavour to treat the Access Seeker in a non-discriminatory way and to the reasonable extent possible Access Seeker's end-customers will receive the same services according to the best effort principle as GO Limited offers to other wholesale partners. The traffic of Access Seeker customers will be routed accordingly to current interconnection rules applied to traffic to/from GO PLC customers, which also means the use of the same alternative routes in case of possible network malfunction or overflow.

GO PLC will reasonably endeavour to provide Access Seeker with the same information on operational performance or the fault detection, fault handling and restoration of any incidents as GO PLC provide to its other wholesale partners.

GO PLC and Access Seeker will negotiate in good faith to agree where appropriate on reliable reporting and associated timelines. In order to minimize unnecessary costs, the degree of detail reported shall be limited to what is strictly necessary, in particular where there is no prior reason for concern over quality and where there are no apparent issues.

## **13 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 Direct 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 Access Seeker, or any other unforeseeable obstacle that GO or the 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.

## **14 Data Protection and Data Privacy**

GO and the Direct Access Seeker shall comply with all applicable Data Protection Laws and Regulations in the respective countries. It is the duty of the 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 Access Seeker implementing the Signed Direct Wholesale Roaming Access Agreement.

The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries and the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Directive 2002/58/EC on privacy and electronic communications.

Security functions<sup>1</sup> of the individual Parties are specified below and within any other PRD documents.

Authentication:

The Parties agree to implement Customer Identity Authentication for Roamers on their network. The purpose and mechanism for authentication are described in GSM 02.09 and in GSMA PRDSG.15. The Parties agree that authentication shall be performed as specified below: For Roaming Customers (at the commencement of GSM service, or

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<sup>1</sup> This Offer is in accordance with Articles 40 and 41 of Directive (EU) 2018/1972 and Directive (EU) 2016/1148 concerning measures for a high common level of security of network and information systems across the Union.

3G, 4G and 5G Non-Stand Alone (NSA) service) authentication is to be performed on every occasion of:

- Network access using IMSI
- Location updating involving VLR change
- Network access for at least 1 in x mobile originated and terminated call set-ups (incl. SMS) for the Access Seeker. (The value of x should be less than 10)

## 15 Data Protection and Data Privacy

Notwithstanding anything in the Agreement to the contrary, the VPMN Operator may without liability suspend or terminate all or any of its Services to Roaming Customer(s) in circumstances where it would suspend or terminate those Services to its own customers, including but not limited to:

- a) Customers using equipment which is defective or illegal; or
- b) Customers causing any technical or other problems on the VPMN Operator's Public Mobile Network; or
- c) Suspected fraudulent or unauthorised use; or
- d) Authentication of the legal relationship not being possible; or
- e) Maintenance or enhancement of its Public Mobile Network.
- f) In the event of permanent roaming or anomalous or abusive use of wholesale roaming access.

In case of a proposed suspension of Services to all Roaming Customers, the VPMN Operator shall use its best efforts to give four (4) weeks written notice to the other Party prior to the suspension taking effect. If the suspension continues for more than six (6) months, the other Party shall have the right to terminate the Agreement with immediate effect by written notice.

Notwithstanding the provisions on the Implementation of networks and services, the HPMN Operator has the right at any time, for technical reasons, without liability but giving reasoned written notice to the VPMN Operator, to suspend access to the VPMN Services for its own customers roaming in the VPMN Operator's network. Alternatively, if it is technically more practicable the HPMN Operator may require that the VPMN Operator takes actions to suspend all of its Services to Roaming Customers of the HPMN Operator. The VPMN Operator shall use its best efforts to comply with such requirement within seven (7) calendar days after receipt of the notice. The suspension shall be removed as soon as the technical reason for the suspension has been overcome by the VPMN Operator to the satisfaction of the HPMN Operator.

Furthermore, without prejudice to the above GO may also request that: a) this Agreement is revised in case of widespread permanent roaming or abusive or anomalous use; and b) a commitment by the access seeker to adopt, revise or enforce the fair use policies applicable to its customers in accordance with the rules detailed in the CIR or any future review of this implementing act.

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

In accordance with the Article 18 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 26 and 27 of the Directive (EU) 2018/1972 shall apply.

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

## **17 Intellectual Property Rights**

Intellectual Property Rights shall remain the property of the party creating or owning the same and nothing in the Signed Direct Wholesale Roaming 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 Direct Wholesale Roaming Access Agreement shall be deemed to restrict the rights of any party to own, use, enjoy, license, assign or transfer its own intellectual property.

## **18 Assignment of Rights and Obligations**

The Agreement and the rights and obligations specified in the Signed Direct Wholesale Roaming Access Agreement shall be binding upon both GO and the Direct Access

Seeker hereto and their respective legal successors and neither party shall sell, transfer or assign the Signed Direct Wholesale Roaming Access Agreement or any part, interest, right or obligation hereunder, except that a party shall have the right to transfer or assign the Signed Direct Wholesale Roaming Access Agreement in whole (but not in part) to an eligible affiliated company within EU regulation. No person other than a party to the Signed Direct Wholesale Roaming Access Agreement shall acquire any rights hereunder as a third-party beneficiary or otherwise by virtue of the Signed Direct Wholesale Roaming Access Agreement.

## **19 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 a competent authority or law 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.

## **20 Applicable Legislation**

This Reference Offer is prepared in accordance with the Regulation (EU) No 2022/612 of the European Parliament and of the Council of 6<sup>th</sup> April 2022 on roaming on public mobile communications networks within the Union and, to the extent applicable, the BEREC Guidelines on the application of Article 3 of such Regulation.

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.

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