

Melita Limited

Wholesale Roaming Resale Access Offer

Introduction

Melita Limited shall meet all reasonable requests for Wholesale Roaming Resale Access in accordance with Article 3 of the Regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022 on roaming on public mobile communications networks within the Union (recast) “**Roaming Regulation**” and with the BEREC Guidelines on the application of Article 3 of Regulation (EU) 2022/612 on roaming on public communications networks within the Union.

Scope

The Wholesale Roaming Resale Access Offer shall be made available to MNOs or Resellers with the authorization granted by Maltese Authorities (the “Resale Access Seeker”) to enable the roaming customers of the Resale Access Seeker to gain access to regulated roaming mobile services in the areas where Melita Limited has in force International Roaming Agreements with foreign EU/EEA MNOs. The Resale Access Offer includes access to all network elements necessary for the provision of Regulated Roaming services.

The Resale Access Seeker shall not provide any third party with wholesale access to Melita Limited’s Network or its network assets or use the Service other than as expressly permitted under this Agreement or as otherwise expressly agreed by the Parties in writing.

Melita Limited shall establish an agreement with the Resale Access Seeker and shall provide the Regulated roaming services, which include mobile voice calls, SMS and data services as defined under Art. 2 (2) (g), (i), and (j) of the Roaming Regulation. Melita Limited may at its discretion provide additional services which are not regulated under the Roaming Regulation. However, requests for access to additional non-regulated roaming services may be subject to technical feasibility analysis and commercial terms must be negotiated in good faith.

Melita Limited and the parties shall establish a Wholesale Roaming Resale Access Agreement and the parties shall fulfil obligations in accordance with:

- Relevant Technical Specifications
- All Binding GSM Association Permanent Reference Documents (PRD); and
- Non-binding GSM Association Permanent Reference Documents (PRD) which are agreed by both Parties and specifically set out in the Annexes such as;
 - GSMA PRDs related to Quality of Service;
 - GSMA PRDs related to Fraud Detection; and
 - GSMA PRDs relating to Billing and Charging.

Annexes shall constitute an integral part of the signed Wholesale Roaming Resale Access Agreement which shall include:

- Agreement Management Principles;
- Services;
- Billing and Accounting ;
- Settlement Procedure;
- Customer Care Principles;
- Testing;
- Security;
- Signaling Interconnection;
- Fraud Prevention Procedures; and
- Roaming Provider Services, Tariffs and other Information.

Bank Guarantee

Prior to the commercial launch of roaming services, Melita Limited is entitled to request that the Resale Access Seeker to provide Melita a bank guarantee as a security against the Resale Access Seeker's non-compliance with any of the provisions of the signed Resale Access Agreement.

Refusal or failure by the Resale Access Seeker to provide the bank guarantee within thirty (30) days of the date of Melita Limited's request for the same shall be deemed to be a breach of the Signed Wholesale Roaming Resale Access Agreement. Melita Limited may revise the value of the bank guarantee based on the actual level of exposure.

Update of the Offer

This Offer is valid until a revised version is published and will be updated in order to be compliant with a decision of a competent authority/law or with an update of the BEREC Guidelines.

Applicable Legislation

This Offer is prepared in accordance with the Regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022 on roaming on public mobile communications networks within the Union (recast) and the BEREC Guidelines on the application of Article 3 of such Regulation.

This Wholesale Roaming Resale Access Offer shall be governed by and construed in accordance with the referred Roaming Regulation and the Laws of Malta.

Summary of the Main Terms of Agreement

1 Starting Date

The actual commercial starting date shall be the date as agreed by both Parties in written form after successful completion of all network and billing test procedures.

2 Implementation of the Network and Service

The network implementation between Melita Limited and the Resale Access Seeker must be negotiated by the Parties in order to agree on the commercial conditions, technologies, the general technical architecture, and operating processes enabling the Resale Access Seeker to offer mobile roaming services to its retail customers by using its own systems for handling all the retail functions necessary to provide mobile services. Considering that the International Roaming Resale Access service is an integral part of the Agreement, its implementation will be strictly dependent on the general technical architecture agreed.

By means of this Reference Offer, Melita Limited shall not be required to manage directly the retail functionalities of the Resale Access Seeker. Melita Limited may provide the technical solutions and/or information elements (e.g. CDR, TAP files) in order to allow the Resale Access Seeker to manage and provide independently the retail functionalities/services to its end retail customers.

Should the Resale Access Seeker request Melita Limited to provide retail services and functionalities needed for the management of its operations, Melita Limited shall evaluate the possibility to offer the required services on the basis of a feasibility study and a commercial negotiation.

The Services provided by the Visited Public Mobile Network Operators (“VPMN”) and made available to the Resale Access Seeker’s Customers shall only be those for which Melita Limited has an International Roaming Agreement (IRA) in force with said VPMNs.

3 Management of Modifications to the Services

Following notice of change served by either Party to implement new Services or change existing Services, both Parties shall discuss the impact of any such change for Roaming Customers (including Roaming Customers access to these Services) and shall agree the necessary actions to be performed, including without limitation, in relation to:

- a) Network and billing test procedures as set out in the Technical Specifications and the GSM Association Permanent Reference Documents, as requested by either Party;
- b) Administrative activities;
- c) The targeted starting date for the changed services

4 Forecasts

The Access Seeker shall comply with its obligations under the Agreement to provide Forecasts in the formats and frequencies set out or otherwise agreed by the parties from time to time and Melita Limited shall provide Access Seeker with all reasonable assistance and information for this purpose.

The Parties acknowledge that the Forecasts provided by Access Seeker under this Agreement are for planning purposes only and shall not constitute binding commitments on Access Seeker.

Such Forecasts shall consist of the following:

- Business Plan (in a format agreed between the parties from time to time), which will be updated each month for a 36-month rolling forecast of:

- Base Size – monthly opening and closing base forecast
- Forecast of average user volume of minutes/SMS/Data/Call events
- Forecast of the volume of minutes to International destinations
- Total monthly gross subscriber additions
- Wholesale Revenue and Charges forecast

5 Wholesale International Roaming Resale Access Services

Melita Limited shall reasonably endeavor to provide all reasonable requests for the Resale Access Seeker's end-customers to access the same roaming services that Melita Limited subscribers have access to while roaming, with the same limitations, if any, to which Melita Limited's customers are subject to.

The technical conditions of the services provided with this Reference Offer shall to the reasonable extent possible be equivalent to those relevant for the provision of services to Melita itself.

a. Services Provided at Regulated Rates

Services that are listed below are offered by Melita to the Resale Access Seeker.

Melita Limited shall provide access to Regulated roaming calls, SMS and Data provided by the visited network with which Melita has an IRA in force with ("Melita Roaming Partner") as follows:

- Mobile Outgoing roaming Calls (MOC) generated by the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network to EU destinations
- Mobile Termination (incoming) roaming Calls (MTC) to the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network from EU destinations
- Mobile Outgoing roaming SMS (SMS MO) generated by the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network to EU destinations
- Mobile Termination (incoming) roaming SMS (MT SMS) to the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network from EU destinations
- Mobile roaming data traffic generated by the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network to EU destinations

b. Other Services that may be provided include:

- Mobile Outgoing roaming Calls (MOC) generated by the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network to Non-EU destinations
- Mobile Termination (incoming) roaming Calls (MTC) to the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network from Non-EU destinations
- Mobile Outgoing roaming SMS (SMS MO) generated by the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network to Non-EU destinations
- Mobile Termination (incoming) roaming SMS (MT SMS) to the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network from Non-EU destinations
- Mobile roaming data traffic generated by the Resale Access Seeker's Roaming Customer on Melita Roaming Partner's network to Non-EU destinations
- Access to wholesale functions and facilities useful for the access seeker to supply its own retail roaming business.
- Access to technical interfaces, protocols or other core technologies which are required for the interoperability of the services necessary for the access seeker to carry out for itself necessary retail functions (e.g. billing, control of pre-paid credit, control of bill shock, transparency obligations)

Where a new IRA is executed, and the relevant IR is commercially launched by Melita Limited, existing

Resale Access agreements will be extended to cover access to the new visited network. Similarly, if an IRA is amended or terminated, the relevant changes shall apply to existing Resale Access agreements.

6 Charging

The Resale Access Seeker shall be liable for the payment of charges for Services provided by Melita Limited:

- Wholesale charges for regulated roaming services, the maximum average wholesale charge that Melita Limited applies to the resale access seeker shall be the specified charges as established by Regulation (EU) 2022/612
- Wholesale charges for unregulated roaming services, any additional service requested to Melita Limited which is not included on the provision of the regulation (EU) 2022/612 will be subject to a specific feasibility study. The wholesale charges applied to markets and services not defined on the provision of the regulation (EU) 2022/612 are subject to commercial negotiation and agreed to by both Parties.
- In the event that the Resale Access Seeker does not have in place the necessary systems for a proper interface with the existing Melita Limited roaming systems and services, namely, resale of termination of incoming voice calls and outgoing SMS messages and other functions or services that can practically or economically be provided by Melita Limited, Melita Limited may provide such other services and which are not included in this reference offer subject to fair and reasonable charges or in accordance with normal commercial practice (as the case may be) and dependent on the Access Seekers' needs and type of business required.

7 Emergency Communications

The resale access seeker has access, free of charge, to emergency services through emergency communications to the most appropriate 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.

Emergency Services	Identifier
European emergency telephone number	112

8 Confidentiality

The Parties agree that all aspects of the contents of the Agreement shall be treated as confidential and that no information in respect to the content of the Agreement shall be disclosed without the prior written consent of both of the Parties except as necessary to implement the Agreement and inform customers.

The Parties hereby agree to treat all information exchanged between them (hereinafter referred to as "Information") as confidential and agree not to disclose such Information in any manner whatsoever, in whole or in part except as provided herein. The other Party shall not use any Information other than in connection with the discussions between them and any transactions resulting there from, or for the borrowing of funds or obtaining of insurance, in which case the lenders or insurance companies are obliged to undersign a confidentiality undertaking which has the equivalent content as this section before receiving the Information. Each Party shall be liable towards the other Party in respect of any unauthorized disclosure of Information made by the lender or by the insurance company to whom it has disclosed Information.

The Parties will disclose Information only to their directors, employees, professional advisers and agents who need to know such Information for the purposes of providing roaming services and any transaction resulting there from, or for the borrowing of funds or obtaining of insurance and who are informed of the confidential nature of such Information. Each Party shall be liable under this Agreement to the other Party in respect of any proven damage or loss to the other Party caused by its unauthorised use or disclosure of such information only up to the sum agreed to by both Parties.

Information and the contents of this 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 Agreement, Information and the contents of this Agreement shall not be considered to be confidential if such Information is:

- a) In or passed into the public domain other than by breach of this section; 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.

This section shall survive the termination of the Agreement for a period of ten (10) years but shall not in any way limit or restrict a disclosing Party's use of its own confidential information.

9 Service Quality and SLAs

Melita Limited shall reasonably endeavor to provide to the retail customers of the Resale Access Seeker equal availability of services as provided to its own retail customers. The availability of services may depend on the availability of appropriate functionality enabling roaming with Melita's Roaming Partners.

10 Security and Data Privacy

Each Party's obligations hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by the regulations and laws of its own country applicable to IR and/or data protection.

Each Party shall inform its customers that during roaming, the storage, treatment and transfer of their personal data may be subject to regulation different from the regulation in their own country.

The Parties confirm that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries.

11 Suspension of Services

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;
- e) Maintenance or enhancement of its Public Mobile Network; or
- 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.

12 Force Majeure

Non-performance of either Party's obligations pursuant to the Agreement or delay in performing same shall not constitute a breach of the Agreement if, and for as long as, it is due to a force majeure event, including, but not being limited to, governmental action, or requirement of regulatory authority, lockouts, strikes, shortage of transportation, war, rebellion or other military action, fire, flood, natural catastrophes, or any other unforeseeable obstacles that a Party is not able to overcome with reasonable efforts, or non-performance of obligations by a sub-contractor to a Party pursuant to any of the aforementioned reasons. The Party prevented from fulfilling its obligations shall on becoming aware of such event inform the other Party in writing of such force majeure event as soon as possible. If the force majeure event continues for more than six (6) months, either Party shall have the right to terminate the Agreement with immediate effect by written notice.

If the affected Party fails to inform the other Party of the occurrence of a force majeure event as set forth in the section above, then such Party thereafter shall not be entitled to refer such events to force majeure as a reason for non-fulfilment. This obligation does not apply if the force majeure event is known by both Parties or the affected Party is unable to inform the other Party due to the force majeure event.

13 Duration of the Agreement

The Duration of the Agreement shall be negotiated between the Parties.

14 Termination of the Agreement

In addition to the clauses on duration, suspension and termination, the Agreement may be terminated as follows:

By mutual agreement of the Parties; or

- a) By one of the Parties, with immediate effect, when the other Party is in material breach of the Agreement and does not or is not capable of remedying such breach within sixty (60) days of receipt of a written notice to such effect; or
- b) By one of the Parties, with immediate effect, if the other Party becomes bankrupt or insolvent or if that other Party enters into any composition or arrangement with its creditors and that other Party is not able to ensure performance of its obligations under the Agreement by a guarantee from a first class bank, payable on first written demand; or
- c) By written notice of either Party to the other in the event that IR becomes technically or commercially impracticable on either Party's Public Mobile are not sufficient to solve the problem or if an unacceptable level of unauthorized use occurs and the other Party is not capable of remedying such unauthorized use within sixty (60) days of receipt of a written notice to such effect; or

- d) Immediately in the event a final order by the relevant governmental authority revoking or denying renewal of the license(s) or permission to operate a Public Mobile Network(s) granted to either Party, or any other license necessary to operate the Service(s), takes effect.

15 Compliance with Laws and Regulatory requirements

The commitment of the Parties hereto shall be subject to all applicable laws and/or regulatory requirements, present and future, of any governmental or regulatory authority having jurisdiction over the Parties hereto, as well as any valid order of a court of competent jurisdiction.

16 Other

The Agreement shall also include clauses on liability, changes to the Agreement, compliance with laws, dispute resolution and other miscellaneous issues