

MEO

Reference Offer for
Wholesale access to international
Roaming services on the MEO mobile
network

(Roaming in) in accordance with the
regulation (EU) 2022/612 of the European
Parliament and of the Council of 6 April
2022.

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Article 1. Object

This Direct Wholesale Roaming Access Reference Offer (hereinafter referred to as "Offer") defines the conditions applicable to the provision, by MEO – Serviços de Comunicações e Multimédia, S.A. (hereinafter referred to as "MEO"), of international roaming access, in accordance with the regulation (EU) 2022/612 of the European Parliament and of the Council of 6 April 2022. The Offer aims to provide roaming services to mobile Operators entitled under the law of its Member State to provide roaming services to its customers and covers roaming services supported in MEO's mobile network in Portugal.

Article 2. Description of the Offer**2.1 Definitions**

« Direct Wholesale Roaming access »: means the making available of facilities and/or services by a mobile network operator to another undertaking, under defined conditions, for the purpose of that other undertaking providing regulated roaming services to roaming customers.

« Regulated Roaming call » or "Call": means a mobile voice telephony call made by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network.

« Roaming Customer » or « Customer »: means a customer of a roaming provider of regulated roaming services, by means of a terrestrial public mobile communications network situated in the Union, whose contract or arrangement with that roaming provider permits Union-wide roaming.

« Union-wide roaming »: means the use of a mobile device by a roaming customer to make or receive intra-Union calls, to send or receive intra-Union SMS messages, or to use packet switched data communications, while in a Member State other than that in which the network of the domestic provider is located, by means of arrangements between the home network operator and the visited network operator.

« Home network »: means a public communications network located within a Member State and used by the roaming provider for the provision of regulated retail roaming services to a roaming customer.

« Visited network »: means a terrestrial public mobile communications network situated in a Member State other than that of the roaming customer's domestic provider that permits a roaming customer to make or receive calls, to send or receive SMS messages or to use packet switched data communications, by means of arrangements with the home network operator.

« Operator »: means an undertaking providing or authorised to provide a public electronic communications network or an associated facility.

« Regulated Data Roaming Service »: means a roaming service enabling the use of packet switched data communications by a roaming customer by means of his mobile device while it is connected to a visited network excluding the transmission or receipt of regulated roaming calls or SMS messages but including the transmission and receipt of MMS messages.

« Regulated Roaming SMS message » or « SMS »: means an SMS message sent by a roaming customer, originating on a visited network and terminating on a public communications network within the Union or received by a roaming customer, originating on a public communications network within the Union and terminating on a visited network.

2.2 Definition of the Offer

In accordance with the present Offer, MEO provides electronic communications services to the beneficiary Operator, to allow Customers of the latter to use electronic communication services while roaming on MEO's network.

This Offer cannot be subjected to resale by the beneficiary Operator, without MEO's express prior agreement.

2.3 Services proposed

The proposed services include:

- The routing and termination of Calls;
- The routing and termination of SMS up to the SMSCs used by the Operator's Customers;
- The routing and termination of MMS;
- The connectivity to the Internet network;
- The reception of Calls made to the beneficiary Operator's Customers, to the extent where these Calls would have been correctly routed to the MEO network;
- The reception of SMS made to the beneficiary Operator's Customers, to the extent where these SMS would have been correctly routed to the MEO network.

2.4 MEO's commitment and Quality of Service

MEO undertakes in such a way that the availability and the quality of service proposed are to be equivalent to the ones provided to MEO's retail customers.

MEO commits to using its best endeavors for the provision of these services.

More information is available in Annex 2, as amended from time to time.

Article 3. Confidentiality

MEO and the beneficiary Operator 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 specified below.

MEO and the beneficiary Operator 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, MEO and the beneficiary Operator 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 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 shall not be considered 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 Offer and, as such, either MEO or the beneficiary Operator, as the case may be, shall compensate the other of all harm suffered as a result of such breach.

The confidentiality obligation shall bind MEO and the beneficiary Operator for a period of five years, but shall not in any way limit or restrict a disclosing party's use of its own confidential Information.

Article 4. Data Privacy

MEO and the beneficiary Operator's obligations to transfer information to the other shall not apply to the extent that one of them is prohibited from doing so by the regulations and laws of its own country applicable to IR and/or data protection.

The beneficiary Operator shall inform its customers that during roaming, the storage, processing and transfer of their personal data may be subject to regulation different from the regulations in their own country.

MEO and the beneficiary Operator shall agree that they shall comply with the Data Privacy Regulations/Laws applicable in their respective countries.

Article 5. Dispute Resolution

All disputes in connection with this 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.

Article 6. Force Majeure

If during the term of this 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. MEO and the beneficiary Operator 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 MEO or of the beneficiary Operator, or any other unforeseeable obstacle that MEO or the beneficiary Operator is not able to overcome with reasonable efforts and that prevents them, wholly or partially, permanently or temporarily, to meet its obligations under this Offer.

Article 7. Applicable Legislation

This Offer is prepared in accordance with 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.

The Offer and any matters relating hereto shall be governed by and construed in accordance with the referred Regulation and the laws of Portugal.

Article 8. Tariffs

The tariffs are expressed in Euros excluding all taxes.

The main tariffs are listed in annex 1.

The other tariffs are supplied upon request.

Article 9. Conditions for the access to the Offer

Access to the Offer is determined by prior signature of the Wholesale Access to International Roaming Services on MEO Agreement.

This Agreement will specify, in particular, the inter network functioning and billing tests that must be carried out before the Service launches.

Article 10. Permanent Roaming and Anomalous or Abusive Use

10.1 Where MEO, according to objective indicators, has the suspicion that Permanent Roaming and/or Anomalous or Abusive Use is taking place, MEO may request the Home network operator to provide information (such as, but not limited to, IMSIs and traffic). This information helps to establish if the Home network operator's customers are in a situation of Permanent Roaming and/or Anomalous or Abusive Use on the network of MEO. Upon MEO's request, the

Home network operator shall provide the respective information within 4 (four) calendar weeks.

10.2 The provision of this information is without prejudice to EU and national data protection requirements.

10.3 In case the Home network operator fails to provide any or sufficient information in due time, Permanent Roaming and/or Anomalous or Abusive Use is deemed to be established.

10.4 Where MEO has established that Permanent Roaming and/or Anomalous or Abusive Use of the Home network operator's customers is taking place or such situation is deemed to be established, MEO may notify the Home network operator and may request the Home network operator to cease such Permanent Roaming and/or Anomalous or Abusive Use within 14 (fourteen) days.

10.5 Where the Home network operator does not cease Permanent Roaming, MEO may, according to Recital 20 of the Regulation (EU) 2022/612, apply wholesale charges provided in the Regulation (EU) 2022/612 related to the traffic for the faulty abusive Roaming Customer(s), upon notification to the Home network operator.

10.6 Where the Home network operator does not cease Anomalous or Abusive Use, MEO may without liability suspend all or any of its Services to the abusive Home network operator's Roaming Customer(s) until receipt of a written confirmation of the Home network operator to cease such Anomalous or Abusive Use. MEO may also without liability suspend all or any of its Services to the Home network operator's Roaming Customer(s) where measures listed above are not deemed appropriate or sufficient.

10.7 If the Home network operator does not provide written proof to MEO within a period of eight [8] calendar weeks after the start of the notification that the reasons leading to the Permanent Roaming by a significant share of the Roaming Customers have been remedied, MEO shall have the right to

terminate the Agreement. Termination of the agreement will be sent by written notice and will be only applicable after having received the necessary authorization of the Portuguese National Regulatory Authority (ANACOM).

Annex 1: Main Tariffs

Tariffs valid from 1st July 2022.

		Tariff all taxes excluded (in euros)	
Calls	Incoming Calls*	Tariffs upon request	
	Outgoing Calls** excluding PRS calls (Premium Rate Service)	0.022/min	Billing per 1 second after the first initial minimum 30 seconds
	Outgoing Calls to another destination	Tariffs upon request	
SMS	Incoming	Free	
	Outgoing** excluding PRS SMS (Premium Rate Service)	0.004	
	Outgoing to another destination	Tariffs upon request	
Regulated Data roaming service ***		2/Gb (=0,002/Mb) from 1st July 2022 to 31st December 2022 1.8/Gb (=0.0018/Mb) from 1st January 2023 to 31st December 2023 1.55/Gb (=0.00155/Mb) from 1st January 2024 to 31st December 2024	Billing by initial minimum and subsequent unitization of 1 Kb

* The free of charge applied by MEO does not exonerate the beneficiary Operator from payment for the service relating to the routing of the call to MEO via its international carrier

** To the zone covered by the regulation (UE) 2022/612

*** Standard GPRS/ 3GSM / 4G / 5G NSA

Annex 2: Parameters and specifications

1/ Names, technologies and frequencies

Network name: MEO

Network type: Terrestrial

2G-GSM frequencies: GSM 900, DCS 1800

3G-UTRA/FDD frequencies: 1 - IMT 2.1 GHz, 8 - 900 MHz

3G-UTRA/TDD frequencies: Unsupported

4G-E-UTRAN frequencies: 20 - 800 MHz EDD, 7 - 2.6 GHz, 3 - DCS 1800, 1 - IMT 2.1 GHz

4G-E-UTRAN-MIoT-LTE-M frequencies: 20 - 800 MHz EDD

4G-E-UTRAN-MIoT-NB-IoT frequencies: 20 - 800 MHz EDD

MIoT-NB-IoT deployment modes: 3 - In-band

EN-DC band combination - B1 + n78: 2100 MHz + 3600 MHz

EN-DC band combination - B3 + n78: 1800 MHz + 3600 MHz

EN-DC band combination - B7 + n78: 2600 MHz + 3600 MHz

EN-DC band combination - B20 + n78: 800 MHz + 3600 MHz

EN-DC band combination - B1 + n28: 2100 MHz + 700 MHz

EN-DC band combination - B3 + n28: 1800 MHz + 700 MHz

EN-DC band combination - B7 + n28: 2600 MHz + 700 MHz

EN-DC band combination - B20 + n28: 800 MHz + 700 MHz

EN-DC band combination - B3 + n1: 1800 MHz + 2100 MHz

EN-DC band combination - B7 + n1: 2600 MHz + 2100 MHz

EN-DC band combination - B20 + n1: 800 MHz + 2100 MHz

EN-DC band combination - B1 + n3: 2100 MHz + 1800 MHz

EN-DC band combination - B7 + n3: 2600 MHz + 1800 MHz

EN-DC band combination - B20 + n3: 800 MHz + 1800 MHz

EN-DC band combination - B1 + n7: 2100 MHz + 2600 MHz

EN-DC band combination - B3 + n7: 1800 MHz + 2600 MHz

EN-DC band combination - B20 + n7: 800 MHz + 2600 MHz

5G NR frequencies: n1 - FDD 2100, n3 - FDD 1800, n7 – FDD 2600, n28 - FDD 700, n78 - TDD 3600

2/ Speeds

Estimated maximum and advertised (i.e. speed that can be realistically delivered to end-users) download and upload speeds per available technology for retail roaming customers:

3G download: estimated maximum 21 Mbits/s

3G upload: estimated maximum 5,2 Mbits/s

4G download on 800 Mhz: estimated maximum 100Mbits/s

4G upload on 800 Mhz: estimated maximum 35,7Mbits/s

4G download on 2100 Mhz: estimated maximum 150 Mbits/s

4G upload on 2100 Mhz: estimated maximum 56,25 Mbits/s

4G download on 1800 Mhz or 2600Mhz: estimated maximum 200 Mbits/s
4G upload on 1800 Mhz or 2600Mhz: estimated maximum 75 Mbits/s
4G+ download on 800Mhz/1800Mhz/2100Mhz and 2600Mhz: estimated maximum 650 Mbits/s
4G+ upload on 800Mhz/1800Mhz/2100Mhz and 2600Mhz: estimated maximum 150 Mbits/s
5G download: estimated maximum on 3.6 Ghz: 1,2 Gbits/s
5G upload: estimated maximum on 3.6 Ghz: 170 Mbits/s
5G download: estimated maximum on 1800Mhz/2100Mhz and 2600Mhz: 600 Mbits/s
5G upload: estimated maximum on 1800Mhz/2100Mhz and 2600Mhz: 150 Mbits/s

3/ Local emergency numbers in use

Number and service :

112 National Emergency