

MOLDCELL S.A.

Reference Offer for Wholesale Roaming Access for the operators from EU States

Effective Date: 01 January 2026

1. General Information

This Reference Offer is published by **Moldcell S.A.**, licensed mobile network operator in the Republic of Moldova, in accordance with the provisions of **Law no. 81/2025** regarding the regulation of roaming services between the Republic of Moldova and the Member States of the European Union, the **ANRCETI Decision no. 16/02.06.2025** and with the BEREC Guidelines on the application of Article 3 of Regulation (EU) 2022/612 of 6 April 2022 on roaming on public communications networks within the Union (Wholesale Roaming Guidelines).

This document defines the terms and conditions of the wholesale roaming access services provided by Moldcell S.A. to other telecommunications companies who are entitled to apply for roaming access services under the Regulations and who are licensed to provide roaming services in at least one State of the European Union Area (hereinafter referred to as Access Seekers) and it covers:

- direct wholesale roaming access services (Direct Access);

The purpose of this Reference Offer is to provide to other mobile network operators (MNOs) and mobile virtual network operators (MVNOs) with **direct wholesale roaming access** to the Moldcell network, under fair, reasonable, and non-discriminatory conditions.

This Offer does not include international roaming services outside the European Union, as defined in the Regulation, provisioning of national roaming on the mobile telecommunication network of the Operator or provisioning of possibilities to use international roaming services on mobile telecommunication networks of other operators having international roaming agreement(s) with the Operator.

2. Scope of service

Direct wholesale roaming access is provided as part of the services offered by the Moldcell Network. In fulfilling their obligations and performing the Direct Access Agreement, the Parties shall act in accordance with the following:

- Relevant Technical Specifications
- All binding GSM Association Permanent Reference Documents, and
- Those non-binding GSM Association Permanent Reference Documents which are agreed by the Parties and specifically set out in the Annexes of the Direct Access Agreement;

Additional requirements and exceptions to the Technical Specifications and GSM Association Permanent Reference Documents, as agreed between the Parties, are detailed in this document/ or Annexes to the Agreement.

The offer of direct wholesale roaming access provide the following Services:

1. Voice (MOC, MTC), SMS, Data and additional services

Basic Regulated Roaming services which are available in the PMN network, that include standard GSM services (Voice MO/MT, SMS MO/MT, Data download/upload) and supplementary services, among the others: voice mail, call forward, CLIP, CLIR, conference calls etc.

2. Fraud prevention procedures

The Parties shall implement fraud procedures as specified by the GSM Association Binding PRD BA.20.

3. Wholesale billing

Moldcell will give access to their wholesale functions to allow the Access Seeker to perform end-user billing by giving access to the information related to traffic usage.

4. Provisioning/barring

Moldcell will give access to its wholesale functions to enable the Access Seeker to:

- provide/deactivate roaming services for their subscribers;
- be able to bar customers from the roaming due to fraud/bad debt behaviour.

5. Real time billing – CAMEL

6. Troubleshooting and wholesale customer service

7. SLAs

8. Notification services

Moldcell will enable the Access Seeker to distribute notification to their respective end-users to be able to facilitate:

- Welcome SMS
- Bill shock features.

Quality of Service

Moldcell confirms that inbound roamers are not subject to different parameters of Quality of Service and Access Seeker's end-customers will receive the same services following the 'best effort' principle that Moldcell's own end-customers receive.

Roaming Customers are not subject to conditions that are less advantageous than those services which Moldcell provides to its own end-customers in terms of Quality of Service. This includes but is not limited to the available speeds provided by the Mobile Network Operator. Roaming Customers shall avail of the same terms and conditions of Quality of Service applicable to Moldcell's own retail customers.

Network will only be refused on the basis of objective criteria such as technical feasibility and the need to maintain network integrity. If Moldcell does not provide the technology required by the Access Seeker to its own customers, Moldcell will not be obliged to provide it to the Access seeker. Moldcell ensures that it will not refuse or limit access on the basis of commercial considerations in such a way that the provision of competing roaming services is restricted.

3. Technical aspect of direct wholesale roaming access provision

Moldcell S.A. provides the Access Seeker with a technical specification for Moldcell Network which includes all the parameters necessary for the Access Seeker to work with Moldcell in provision of telecommunications services IRA. The Access Seeker implements the required parameters in their systems. Implementation is verified in roaming tests performed prior to commercial service launch.

The testing procedures are described in IR.24, 32, 35, 38, 50 and shall be specified in Agreement taking into account the specifics of the requested services, the available hardware, software, etc. Following shall apply to testing procedures:

- Testing would be carried out as per GSMA standards and PRDs.
- Exchange of test SIMs
- Test before the commercial start of roaming services
- Certification of Testing
- Commercial launch
- Testing during the commercial roaming phase

Any additional tests are subject to further agreement between the Parties- all areas of testing will be described in a proper level of detail within the Agreement.

Moldcell S.A. gives the Access Seeker a possibility of receiving early warnings of non-standard use of telecommunications services by their customers who use Moldcell network (High Usage Reports – value-related reports or Near Real-Time Data Roaming Exchange – quantitative reports). Detailed procedures will be agreed in a bilateral arrangement depending on the technical capabilities of the Access Seeker.

Should new technical solutions related to wholesale roaming access appear in the Moldcell network, the Parties will discuss, via bilateral negotiations, the possibility of their implementation and the realistic dates.

Moldcell’s mobile network supports the following technologies and frequencies.

Technology	Frequency list
2G-GSM frequencies	GSM 900
3G-UTRA/FDD frequencies	1 - IMT 2.1 GHz , 8-900MHz
4G-E-UTRAN frequencies	20 - 800 MHz EDD, 3 - DCS 1800, 7 - 2.6 GHz
4G-E-UTRAN MIoT-LTE-M	Unsupported
MIoT-NB-IoT deployment mode	Unsupported
5G NR frequencies	Unsupported

Mobile Country Code (MCC)	259
Mobile Network Code (MNC)	02
Country Code of MGT (CC)	373
Network Code of MGT (NC)	794

4. Charging, Billing & Accounting in direct wholesale roaming access (Effective 01.01.2026)

The roaming traffic generated on Moldcell network by Access Seeker's customers will be charged as specified in Moldcell S.A. Inter-Operator Tariff presented in the individual addendum to the wholesale roaming access agreement; the charges may not exceed the limits determined in Regulation (EU) No. 2017/920 of the European Parliament and of the Council of 17 May 2017 amending 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 EU Union. According to the Regulation, starting from 1 January 2026 charges will be as follows:

Service	Rate (MDL)	Unit	Notes
Voice MOC (Mobile Originated Call)	0.37	per minute	Within EU/EEA countries
Voice MTC (Mobile Terminated Call)	0.00	per minute	Free of Charge
SMS-MO	0.06	per SMS	
Data (GPRS/3G/LTE)	0.02132	per MB	Roam Like at Home (RLAH)

Rates comply with maximum wholesale caps under Regulation (EU) 2022/612 Article 16. Moldcell S.A. tariff will be successively updated in Moldcell S.A. documents and systems according to the calendar of the changes that are presented in the Regulation. Details tariff information and prices of services other than regulated services will be provided to an Access Seeker according to the business model established at the negotiation stage.

Changes to Moldcell S.A. Inter-Operator Tariff can be individually negotiated by an Access Seeker, on commercial terms.

Implementation of TAP & Billing and Accounting

The Parties shall implement TAP / billing and accounting according to the GSM Association Permanent Reference Documents and the provisions set out in C.3.2 of the Common Annexes.

Data Exchange Procedure and Settlement

Interchange of TAP records shall be performed by Electronic Data Interchange (EDI). Transfer shall be within the standard timescale and the standard frequency as defined in the GSM Association Permanent Reference Documents. The settlement procedure in this ANNEX C3.2 applies to financial transactions involving roaming traffic as from the Effective Date or Starting Date, as relevant, and relate to the invoicing and payment of IR Charges between the Parties.

- Billing cycle: Calendar Month (30 days).

- Payment Currency: Euro (EUR) calculated from the net SDR balance obtained by the clearing process as defined in the GSMA PRD BA.11.
- Payment terms: 45 days net from invoice date.
- Late payment interest: EURIBOR + 3% per annum. The calculation of the applicable interest rate to use in the proven disputed amount calculation shall be: ((EURIBOR as defined above, plus 3%) * (No. of days payment was outstanding/365) * (value of disputed amount)).
- Dispute resolution: Within 60 days of invoice receipt.

5. Service Level Agreements (SLAs)

Details, parameters and guidance for establishing Roaming Service Level Agreements (RSLA) can be found in GSMA PRD BA.51. Moldcell shall ensure that the end-users of the Access Seeker shall enjoy a service level in accordance with the Agreement which service level shall not be inferior to that of Moldcell's retail customers and shall be consistent with best industry practice.

- 98 % availability of roaming services.
- Customer care contact 24/7.
- Trouble Ticket escalation within 1 hour of detection.
- Incident resolution \leq 4 hours for critical faults.

The VPMN Operator shall, under the same technical terms and conditions, offer the agreed services to the HPMN Operator as it offers to its own customers. The availability of services may depend on the availability of appropriate functionality enabling roaming. Roaming Customers of HPMN Operator, during roaming, shall experience the same conditions of the services as experienced by the customers of the VPMN Operator in their home network or as other mobile network operators in the network of that VPMN Operator.

Either Party commits to treat the other Party in a non-discriminatory way and that the other Party's end-customers will receive the same services according to the best effort principle in the network of the VPMN Operator as the HPMN Operator offers to other wholesale partners and its own customers.

Available services, technologies and frequencies are listed in IR.21s and Op Data documents of the Parties.

6. Fair Use and Fraud Prevention

The Parties shall implement fraud procedures as specified by the GSM Association Binding PRD BA20.

- Fair use policy consistent with Regulation (EU) 2022/612 Article 7.
- Anti-fraud and NRTRDE data exchange mandatory.
- Traffic monitoring for abnormal usage (SIMbox, permanent roaming, etc.).

7. Permanent, anomalous and abusive use of roaming access

The Parties regard as a matter of fundamental importance the prevention of permanent, anomalous or abusive use of roaming access for purposes other than the provision of regulated roaming services to end users while they are periodically traveling within the European Union as further described in applicable legislation (in particular but not limited to Regulation (EU) 2012/612 of the European Parliament and of the Council of 6 April 2012 on roaming on public mobile communications networks within the Union, as amended from time to time (“Applicable Roaming Legislation”).

As such, any misuse of the Applicable Roaming Legislation is strictly prohibited and the Parties reserve the right to take measures (including but not limited to termination of the Roaming Agreement) pursuant to such Applicable Roaming Legislation as amended from time to time.

8. Security

Security functions of the individual Parties are specified below and within any other PRD documents.

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 PRD SG.15.

This offer shall comply with the security of networks and services 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 system across the Union.

9. Customer Care Principles

A Roaming Customer should contact the Customer Care Services of his home contract partner (Customer Care Services of the Access Seeker while roaming in the Public Mobile Network of Moldcell) This how Customer Care Services will provide the first point of contact but may refer the Roaming Customer to Moldcell’s Customer Care Services if appropriate.

The Roaming Customer is free to contact the Moldcell network Customer Care Services directly. However, the primary responsibility for customer care remains with the Access Seeker

Each Party will ensure that there is, at least during office hours, an English-speaking operator on duty, to whom a Roaming Customer can be referred.

Customer care contact numbers are contained in RAEX Op Data.

10. Suspension and Termination

10.1. Grounds for Suspension of Wholesale Roaming Access:

The Providing Operator may suspend, in whole or in part, the provision of Wholesale Roaming Access to the Requesting Operator in any of the following cases:

- a) material breach of the Roaming Agreement or of this Reference Offer, including failure to comply with technical, operational, or security requirements;

- b) non-payment or late payment of undisputed amounts beyond the applicable payment deadline;
- c) breach of applicable regulatory obligations related to roaming services;
- d) risk to the integrity, security, or stability of the network;
- e) detection of fraud, misuse, abnormal traffic patterns, or unlawful use of the services;
- f) failure to provide or maintain required financial guarantees.

Suspension shall be limited to what is strictly necessary and proportionate to the breach identified.

10.2. Termination Conditions

Either Party may terminate the Wholesale Roaming Agreement:

- a) upon material breach by the other Party that remains uncured after the applicable notice and remedy period;
- b) in the event of repeated or serious breaches affecting network security, fraud prevention, or regulatory compliance;
- c) if the other Party becomes insolvent, enters liquidation, or is subject to bankruptcy proceedings;
- d) where continued provision of services becomes unlawful due to changes in applicable law or regulatory decisions.

Termination shall not affect rights and obligations accrued prior to the effective date of termination.

10.3. Notice Periods

Unless otherwise specified:

- suspension for non-payment or technical breach shall be preceded by a written notice, allowing a reasonable remedy period, except in emergency situations;
- termination for material breach shall be subject to a minimum notice period of sixty (60) calendar days, unless immediate termination is required by law or for security reasons;
- termination for insolvency or illegality may take effect immediately.

All notices shall be provided in writing through the designated contact points.

10.4. Effects of Termination on Ongoing Services

Upon termination:

- a) Wholesale Roaming Access shall cease on the effective termination date;
- b) all outstanding charges incurred prior to termination shall remain payable;
- c) Parties shall cooperate to ensure an orderly wind-down of services, where technically feasible;
- d) confidentiality, data protection, billing, dispute resolution, and liability provisions shall survive termination as applicable.

Termination shall not entitle either Party to compensation, except as expressly provided in the Agreement.

10.5. Emergency Suspension Rights (Fraud and Security)

The Providing Operator may immediately suspend Wholesale Roaming Access, without prior notice, where necessary to:

- a) prevent or mitigate fraud, cyberattacks, or security incidents;
- b) protect the integrity, availability, or confidentiality of the network;
- c) comply with binding legal or regulatory orders.

In such cases, the Providing Operator shall inform the Requesting Operator without undue delay, stating the reasons for the suspension and the conditions for reinstatement.

11. Data Protection and Confidentiality

11.1. The Parties shall comply with all applicable data protection legislation, including the GDPR and relevant national laws, when processing personal data in the context of wholesale roaming services. Traffic and subscriber data shall be processed solely for service provision, billing, fraud prevention, and regulatory compliance, and shall be protected by appropriate technical and organizational measures.

11.2. All confidential information exchanged between the Parties, including technical, commercial, and security-related information, shall be treated as strictly confidential and shall not be disclosed to third parties except where required by law or by a competent authority. Data shall be retained only for the period required by applicable legislation and securely deleted or anonymized thereafter.