

# **Reference Offer of Hellenic Telecommunications Organization S.A. for Access Seekers of Direct Wholesale Roaming Access**

## **Introduction**

In compliance with EU Regulation 2022/612, Hellenic Telecommunications Organization S.A. (“OTE S.A.”) hereby sets out its Reference Offer for wholesale roaming access agreement (“Wholesale Roaming Access Agreement”) which covers the provision of Voice, SMS and data services by OTE S.A. to any undertaking operating in an EU Member State, which is entitled according to the laws of that Member State in question to provide roaming services to roaming customers in that Member State (“Access Seeker”).

Interested Access Seekers are asked to contact [roaming-commercial@cosmote.gr](mailto:roaming-commercial@cosmote.gr) for a copy of the draft Wholesale Roaming Access Agreement. Please be prepared to provide proof of your authentication as an undertaking entitled to seek access under the Regulation.

Where there are references to GSM Association documents (“GSMA”), these can be accessed via the GSM Association. Please see <http://www.gsmworld.com/> for further information and access authorization. Details regarding negotiations and implementation are outlined below.

## **Commercial Conditions**

### **Contract and Term**

OTE S.A. ’s Wholesale Roaming Access Agreement is based on the GSM Association’s draft contract for Direct Wholesale Roaming Access AA.100. The Wholesale Roaming Access Agreement follows the principles set out in essentials in the GSMA Roaming Agreement documents AA.12/13 and determines the roaming relationship between the Access Seeker and OTE S.A.

In addition, OTE S.A may require Access Seekers to concurrently sign the SMS-Interworking Agreement equivalent to GSMA’s SMS Interworking Agreement “AA.19”. The Wholesale Roaming Access Agreement between OTE S.A and Access Seeker will be concluded for an unlimited period with a termination notice period of 6 (six) months.

### **Choice of Law**

The Wholesale Roaming Access Agreement and any matters relating hereto shall be governed by and construed in accordance with Greek law.

### **Data Privacy**

The Parties are subject to all applicable legal and regulatory provisions in regard to data protection, data privacy and telecommunications secrecy. 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. Each Party’s obligations will be further detailed in the Wholesale Roaming Access Agreement.

## Service Offer & Pricing

OTE S.A offers regulated roaming services according to the Inter-Operator Tariffs (IOTs) set out in the Regulation:

- Mobile Originated calls from OTE S.A network to EU/EEA geographical destinations (0.022 EUR/ Minute)
- SMS-MO to EU/EEA geographical destinations (0.004 EUR per SMS)
- SMS-MT (0.00 EUR per SMS)
- Data Services including MMS within the EU/EEA (0.00155 EUR / MB, 1KB rounding)

OTE S.A's tariffs for non-regulated roaming services are subject to commercial negotiations and include (but are not limited to):

- Mobile Originated calls, SMS and data services from OTE S.A network to non-EU/EEA geographical destinations
- Mobile Originated calls to value-added services, premium rate services or non-geographical services
- Videotelephony calls

Note: Mobile terminated voice calls at OTE S.A's network are received exclusively via existing interconnection partners.

OTE S.A supports CAMEL Phase 2 on its network.

OTE S.A may offer new services or modify existing services and the Access Seeker may request additional services. In such cases, tariffs will be subject to separate negotiation. In this case OTE S.A will notify the Access Seeker and amend the Wholesale Roaming Access Agreement accordingly.

OTE S.A may in future offer the alternative of roaming access through a hub service. Charges for regulated services will be set at the levels set out in the Regulation. However the Access Seeker may be asked to meet the additional costs of connecting to the hub.

## Technical Specifications

OTE S.A operates a 2G, 4G and 5G mobile network throughout the territory of Greece. Coverage maps for each technology are available at:

[https://www.cosmote.gr/cs/otegroup/en/kalipsi\\_diktiou\\_en.html](https://www.cosmote.gr/cs/otegroup/en/kalipsi_diktiou_en.html)

Roaming services over 5G are offered upon agreement to Access Seekers who offer 5G services in their home network.

OTE S.A offers VoLTE services upon agreement to Access Seekers who offer VoLTE services in their home network.

OTE S.A may choose to phase out specific technologies in the future. In such case, Access Seeker will be informed in advance.

The frequencies currently used are described in detail in Annex I of this Reference Offer.

## Service Levels

In the case of regulated roaming services, OTE S.A will offer, under equivalent technical terms and conditions, equivalent Services as those offered to other Access Seekers. The availability of services may depend on the availability of the appropriate functionality enabling roaming.

## Emergency Services

OTE S.A offers automatically Cell Broadcasting Services to all roaming visitors with a smartphone. Details on the Greek Cell Broadcasting System are available at:

<https://www.civilprotection.gr/en/cell-broadcasting>

Roaming visitors with disabilities and roaming visitors without a smartphone who wish to receive cell broadcasting notifications per sms, voice call or email may register at the website of the Hellenic Civil Protection authority at:

<https://112.gr/en-us/>

OTE S.A offers free of charge access to the single European emergency number ‘112’ to all roaming visitors. Roaming visitors may reach 112 by voice call or sms. Voice calls and sms to 112 are automatically geolocated and the location of the user is shared with the Hellenic Civil Protection authority.

Further emergency numbers available to roaming visitors are the following:

Basic (free of charge):

100 (Police)

199 (Fire brigade)

166 (Ambulance)

108 (Coast Guard)

Additional (charges may occur):

1056: Child protection

11188: Cyber alert

197: Social help

116000: EU missing children hotline

It should be noted that, except for single European emergency number ‘112’ and basic emergency numbers, routing of calls to additional emergency numbers is not guaranteed in case of VoLTE roaming due to home routing. In such case access to local emergency numbers depends on the home network.

## Testing Procedures

Testing procedures are described in IR.24, 32, 35, 50. Specific test documents for dedicated CAMEL services may be provided by the Access Seeker. For all functional tests the relevant billing data will be exchanged, tested and certified according to TADIG testing procedures.

## **Fraud Prevention Procedures**

Both Parties shall implement fraud prevention procedures as specified by the GSM Association within BARG Binding Permanent Reference Document (PRD) BA.20.

## **Permanent Roaming and Anomalous or Abusive Use**

**Permanent Roaming is not part of Direct Wholesale Roaming Access. To this extent, OTE S.A would like to make clear the below points.**

ACCESS SEEKER shall proactively monitor its traffic sent to OTE S.A and ACCESS SEEKER shall inform OTE S.A once the amount of Permanent Roaming approximates a threshold (which will be agreed) of the overall traffic (per Service) sent to OTE S.A, within the respective previous Effective Period and/or once Anomalous or Abusive Use is taking place. In case ACCESS SEEKER fails to inform OTE S.A and Permanent Roaming and/or Anomalous or Abusive Use is taking place, OTE S.A shall have the right to terminate the Agreement with immediate effect by written notice upon prior authorization of the national regulatory authority.

In case that there is the suspicion that Permanent Roaming beyond the limits agreed and/or Anomalous or Abusive Use is taking place, OTE S.A may initially request ACCESS SEEKER to provide, without prejudice to EU and national data protection requirements, information allowing determination if ACCESS SEEKER customers are in a situation of Permanent Roaming and/or if Anomalous or Abusive Use on the network of OTE S.A is taking place. Upon OTE S.A's request ACCESS SEEKER shall provide the respective information within 2 (two) calendar weeks.

In case ACCESS SEEKER fails to provide any or sufficient information in due time, Permanent Roaming and/or Anomalous or Abusive Use is deemed to be established.

Where (i) ACCESS SEEKER has informed OTE S.A, or (ii) where OTE S.A has established that Permanent Roaming has exceeded the threshold agreed and/or Anomalous or Abusive Use is taking place, or (iii) where such situation is deemed to be established, OTE S.A may notify ACCESS SEEKER respectively and may request ACCESS SEEKER to immediately cease such Permanent Roaming and/or Anomalous or Abusive Use.

In case ACCESS SEEKER does not immediately cease Permanent Roaming and/or Anomalous or Abusive Use, OTE S.A may remove relevant service capability for ACCESS SEEKER's customers immediately upon notification of ACCESS SEEKER.

If Permanent Roaming and/or Anomalous or Abusive Use continues despite the measures listed above, OTE S.A may without liability forthwith suspend all or any of its Services to ACCESS SEEKER's Roaming Customer(s) until receipt of a written confirmation of ACCESS SEEKER to cease such Permanent Roaming and/or Anomalous or Abusive Use. OTE S.A may also without liability forthwith suspend all or any of its Services to ACCESS SEEKER's Roaming Customer(s) where measures listed above are not deemed appropriate or sufficient.

If ACCESS SEEKER does not provide written proof to OTE S.A within a period of [4] weeks after the start of the suspension that the reasons leading to the suspension have been remedied, OTE S.A shall have the right to terminate the Agreement with immediate effect by written notice upon prior authorization of the national regulatory authority. For the avoidance of doubt the suspension will be maintained until the effective date of the termination.

## **Traffic Forecast & Reviews**

Access Seeker shall provide OTE S.A with a 12-month roaming traffic forecast for voice (MOC/MTC), data and SMS traffic for the initial contract year. Based on the traffic forecast, OTE S.A will assess the reasonability of the access request.

Both Parties shall review the roaming traffic figures every six (6) months in order to assess the continuation of the roaming relationship taking into account the interests of both Parties. The first review will take place six (6) months after Launch Date.

## **Bank Guarantee**

OTE S.A reserves the right to evaluate the credit worthiness of the Access Seeker in order to assess the access request.

Access Seeker shall provide OTE S.A with a bank guarantee based on the agreed initial roaming traffic forecast, plus the implementation costs. Depending on the credit rating of the Access Seeker, OTE S.A reserves the right to ask for a higher bank guarantee.

OTE S.A reserves the right to request necessary adjustments in the value of the bank guarantee, or partial invoice payment, at any time during the term of the Wholesale Roaming Access Agreement depending inter alia on the development of the actual roaming traffic or the payment behaviour of the Access Seeker.

The bank guarantee should be issued by a bank rated A or better (Acceptable Rating Agencies are Moody's, Standard & Poor's and Fitch) that has been preauthorized by OTE S.A.

## **Timetable for completing a Wholesale Roaming Access Agreement**

OTE S.A will provide an Access Seeker with a draft Agreement within one month of receiving the initial access request and the delivery of the relevant documentation. Subject to the necessary documents being provided by the Access Seeker and the satisfactory completion of the Implementation Process, OTE S.A expects to be able to grant access within 3 months of the Access Agreements being signed.

## **Technical Requirements for the Access Seeker**

Access Seeker's compliance with the following GSM standards, specifications and processes is a prerequisite for the technical implementation and launch of the Wholesale Roaming Access Agreement:

- Binding GSM specifications to enable the technical set up and provision of international roaming;
- GSMA's Permanent Reference Documents (PRDs) defining the Standard International Roaming Agreement: AA.12/ AA.13/ AA.14 (as amended) and its encompassed commercial references in BA.XX-Documents as well as the BA.20 for NRTRDE (Near

- Real Time Roaming Data Exchange) dealing with fraud prevention;
- Exchange of billing & accounting data according to GSMA-based TADIG specifications and procedures including the ability to receive and process billing data in TD.57 record format;
- Roaming testing according to GSMA-based IREG testing procedures described in IR.24/ IR.32/ IR.35/ IR.50 as well as the corresponding TADIG billing tests.

In order to enable a Direct Wholesale Roaming Access relation between OTE S.A and Access Seeker and in order to ensure appropriate service quality to consumers as well as other carriers, Access Seeker needs to be identifiable on a network level and thus is required to present an own and dedicated Mobile Country Code/ Mobile Network Code (MCC/MNC) identifier via an “own” IMSI. This MCC/MNC needs to be uniquely linked to a TADIG code<sup>1</sup>.

## **Implementation Process for International Roaming**

The implementation proceeds along the following order of sequence consistently applicable to all Access Seekers or Mobile Network Operators of OTE S.A:

- After signature of the Wholesale Roaming Access Agreement, the SMS Interworking Agreement and the bilateral confirmation of test readiness, the IREG testing teams of both Parties shall agree on a start date for testing.
- The Access Seeker shall provide the relevant test documents based on the GSMA IREG standard and, in case of specific CAMEL service test requests of the Access Seeker, any applicable individual test document.
- After IREG test finalisation, OTE S.A will provide the Access Seeker with the TADIG test files containing all TAP billing records generated for the test cases.
- The Access Seeker shall review the test files and shall approve the test results in due course by issuing a test certificate. The issuance of the test certificate completes the testing phase.
- The same procedure applies to each test program: 2G/Voice Services(+SMS), GPRS/Data, CAMEL (if needed).
- After test completion and before further preparation of both networks/IT for the upcoming launch, both Parties shall agree on a binding launch date by signature of a commercial launch letter (CLL),

## **Documents to be provided by OTE S.A.**

- Wholesale Roaming Access Agreement AA.100, based on GSMA PRDs AA.12 and AA.13
- Individual Annexes to the Wholesale Roaming Access Agreement, based on GSMA AA.14
- Annex to the Wholesale Roaming Access Agreement, based on GSMA IR.21.

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<sup>1</sup> Authorised undertaking can apply for such a TADIG code at the GSM-Association.

## **Initial Documents to be provided by Access Seeker**

1. Individual Annexes to the Wholesale Roaming Access Agreement, based on GSMA AA.14 (as far as applicable for uni-directional roaming)
2. Annex to the Wholesale Roaming Access Agreement, based on GSMA IR.21
3. 12-month roaming traffic forecast for voice (MOC/MTC), Data and SMS traffic for the initial contract year
4. Test documents for each requested test program (e.g. 2G/Voice Services(+SMS), GPRS/Data, CAMEL).
5. Proof of VAT number.
6. Proof of entitlement to offer relevant roaming services.
7. Any other document considered necessary to support Access Seeker's application

## **Further Provisions**

All documents and communications will be in English. Any relevant documentation not originally written in English must be officially translated by the Access Seeker and provided to OTE S.A.

For the avoidance of doubt, these commercial terms & discussions held with the Access Seeker are excluding Permanent Roaming and Roaming Reselling.

OTE S.A reserves the right to reject unreasonable requests.

OTE S.A reserves the right to revise this Reference Offer, without warning, at any time.

## **ANNEX I**

### **Spectrum**

OTE S.A uses the following bands for its mobile network

700 MHz Band  
800 MHz Band  
900 MHz Band  
1800 MHz Band  
2100 MHz Band  
2600 MHz Band  
3.4-3.8 GHz Band