

**FRAMEWORK FOR THE WHOLESALE OF MOBILE SERVICES
("WHOLESALE FRAMEWORK")**

1. Host Mobile Network Operators ("**MNOs**") and the Requesting Parties ("**RPs**") should negotiate in good faith and use best efforts to complete negotiations within a reasonable period.
2. Host MNOs should offer (i) SMS; (ii) voice; and (iii) data wholesale services, in any combination on an end-to-end basis, as requested by the RPs.
3. Host MNOs should not impose unreasonable restrictions on:
 - (a) The use of the wholesale inputs by the RPs;
 - (b) The RPs' retail service offerings; and
 - (c) The RPs' retail prices.
4. Host MNOs may provide RPs with an offer that requires the RPs to purchase wholesale services from the Host MNOs on an exclusive basis, so long as such arrangements are mutually agreed between the Host MNOs and their RPs. Host MNOs, when asked, should provide the RPs with an offer that does not require the RPs to purchase wholesale services from the Host MNOs on an exclusive basis.
5. Host MNOs should not engage in unreasonable discriminatory traffic management practices in all respects.
6. Host MNOs and the RPs should agree on a pre-defined set of parameters on Service Level Agreement and quality of service for the wholesale services, to ensure that there is no discrimination in terms of service quality between the end users of RPs and Host MNOs, unless agreed otherwise.
7. Host MNOs and RPs should provide each other with a six-month notification period for unilateral termination or suspension of wholesale contract, unless in exceptional circumstances, such as default in payment, breach of contract, or activities that are likely to create imminent physical harm to the Host MNOs' network or defraud the Host MNOs. A reasonable notification period should still be provided for unilateral termination or suspension under exceptional circumstances.
 - (a) For any termination or suspension of the wholesale services, the Host MNOs should work with the RPs to minimise the impact to the end users of the RPs; and

- (b) Host MNOs should not impose terms to impede the RPs from terminating an existing agreement after reasonable notice is provided by the RPs.
8. Host MNOs and RPs should commercially negotiate on wholesale prices in good faith for at least 90 days before requesting IMDA's intervention. If IMDA intervenes, IMDA will adopt the following pricing methodologies:
- (a) A retail pricing methodology will be adopted for Mobile Virtual Network Operators where a basket of retail prices and other factors such as time-based adjustments, e.g., average retail prices over a period of 6 to 12 months, will be referenced; and
 - (b) A cost-sharing methodology will be adopted for MNOs without 5G spectrum. This is similar to current cost-sharing principles applied to mobile network infrastructure in tunnels and combined antenna systems in buildings. Other factors, including Weighted Average Cost of Capital will be considered, to account for investment risks, where applicable.

Application of Wholesale Framework:

1. The Wholesale Framework serves as guiding principles to assist Host MNOs and RPs in their negotiations, and provides guidance on how IMDA would likely decide if its intervention is required to resolve disputes in the negotiation for wholesale capacities with Host MNOs.
2. The Wholesale Framework is applicable to all mobile technologies including 3G, 4G and 5G (using 3.5GHz spectrum).
3. The Wholesale Framework does not cover network sharing and/or network leasing arrangements amongst MNOs, network slicing, leasing of capacity using mmWave spectrum bands/networks and customised enterprise offerings.
4. IMDA may review and amend, where it considers appropriate, these guiding principles from time to time.