

## **ANNEX (A)**

### **LICENSED SERVICE**

The Licensee is authorised for a duration of five years to provide resale of Public Mobile Telecommunications Services provided by class 1 licensee, and shall purchase the airtime services only from a Public Mobile Telecommunications Operator on a wholesale basis and resell them to the Licensee's own retail customers. The licensee shall not resell the mentioned Public Mobile Telecommunications Services provided by class 1 licensee to other service providers or operators. The licensee shall provide the services in accordance with the terms and conditions of this License and its Annexes as follows:

#### **First: Activities permitted:**

- ✓ SIM programming : the licensee would have the option to either independently issue, program and brand its own SIM cards, or depend on the host operator to provide programmed SIM cards .
- ✓ Packaging : The licensee may independently package and distribute its service offering, including starter-packs and vouchers, or out-source the task to the host operator.
- ✓ Billing : the licensee has the option to deploy the infrastructure required to ensure the correct charging and billing of services provided to customers or use the host operator infrastructure to do so.
- ✓ Service branding : the licensee shall independently brand its services.

#### **Second: In addition to the terms of this license, the Licensee is required to implement the following:**

##### **1. Establishment of service Nodes:**

The Licensee shall establish a service node in the Sultanate of Oman and should make available customer database, call traffic statistics and/or other records maintained by the service node for inspection by the TRA or any other government authorities, on request.

##### **2. Customer use of the Services:**

The Licensee shall inform its customers, from time to time, about how they can take adequate precautions to protect themselves from mobile phone misuse (including viruses and similar dangers) associated with access to the resale of mobile services.

##### **3. Wholesale rates between Licensee and Class I operators**

The Licensee and Class I operators for the provision of Basic Mobile Services (Mobile operators) shall negotiate in good faith the Wholesale rates for use of the network elements of the operator as per the resale obligations in the Class I licenses for the provision of Public Telecommunication Services.

**Third: Distribution:**

The licensee shall comply with the regulations in Annex D related to "Process for validation of new customers"

**Fourth: Branding:**

The licensee shall obtain the required approvals from the concerned authorities as per the Sultanate's laws and regulations for the brand it intends to use.

**Fifth: Provision of Maintenance Services:**

5.1 The Licensee shall ensure the provision of maintenance services, on the reasonable request of any person to whom it provides any Licensed Services, in respect of both the Licensed System, and approved Telecommunications Equipment supplied by the Licensee and which is under that person's control.

5.2 Condition 5.1 shall not apply in the following circumstances:

5.2.1 In relation to any relevant system or apparatus which is beyond economic repair or to the extent that the necessary components are no longer available;  
or

5.2.2 In the event that it is not, in the Regulatory Authority's view, reasonable to require the Licensee to provide the service requested by means of the Licensed Systems in the particular circumstances, including, but not limited to circumstances:

- a. beyond the Licensee's control;
- b. where the provision of the service would expose any person engaged in its provision to undue risk to health or safety; or
- c. where it is not reasonably practicable.

**Sixth : Provision of Public Emergency Call Service**

6.1 The Licensee shall provide access to emergency services that are provided by the host Class 1 licensee within the Licensed Area free of charge to the public.

6.2 The Licensee shall ensure that 9999 or such number as is designated by the Regulatory Authority as the public emergency call number is continuously available without restriction.

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### **Seventh: Provision of Directory Information Services**

Subject to the Beneficiary's request not to provide information in relation to him, the Licensee shall:

- 7.1 Provide directory information services upon request to a Beneficiary against a reasonable tariff as approved by the Regulatory Authority.
- 7.2 Allow any other Licensed Operator/service provider access to the Licensee's directory information, in such form as may reasonably be determined by the Licensee, on reasonable and fair terms as approved by the Regulatory Authority including reimbursement of the Licensee's direct costs reasonably incurred in granting access provided that;
  - 7.2.1 The Licensed Operator/service provider undertakes to use the information only to provide directory information services (provided it does not provide its customers with any services in respect of any Beneficiary who has requested the Licensee to keep his information confidential), or routing of calls;
  - 7.2.2 The Licensed Operator/service provider provides access to the Licensee to its own directory information on a similar basis as set out in 7.2; and
  - 7.2.3 The provision by the Licensee of the information is not unlawful.
- 7.3 Use all reasonable efforts to supply Customer(s) upon request with information relating to directory information services available in any other country to which the Licensee provides Telecommunications Services, against a reasonable tariff as approved by the Regulatory Authority.
- 7.4 The licensee has the option to either provide this service by itself or to source it from the host Class 1 licensee.

### **Eighth: Provision of Access To Operator Assistance Services**

The Licensee shall provide an operator-assisted voice telephony service to any beneficiary upon request against a reasonable tariff as approved by the Regulatory Authority.

**Ninth:** The licensee activities shall not include the right to own, operate, manage or control the following:-

- ✓ Radio network
- ✓ Switches
- ✓ Transmission facilities
- ✓ MSC, SMSC, MMSC
- ✓ HLR
- ✓ International gateway

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**ANNEX (B)**  
**QUALITY OF SERVICE REQUIREMENTS**

Licensee shall, to the extent applicable, meet the same quality of service requirements as those that apply to the existing Licensed Operator/s hosting the Licensee.

## **ANNEX (C)**

### **REQUIREMENTS FOR PROVISION OF PRE-PAID SERVICE**

#### **First: Prepaid Card Provision Requirements:**

The Licensee shall adhere to the following:

1. Customer must be informed about his/her balance before he/she makes a call and after dialling the number.
2. Customer must be alerted on the expiry of the card balance at least two minutes before the termination of the call.
3. All Prepaid Cards that serve as samples or specimens, or are voided must be clearly marked indicating its purpose/status.

#### **Second: Sale of Prepaid Cards:**

Licensees should ensure that the following minimal information is printed on the prepaid card:

- 1- Denomination of the card.
- 2- Licensee's name.
- 3- Licensee's hotline number.
- 4- Licensee's access number used for its Prepaid Card Service.
- 5- The authorization PIN code for accessing the Prepaid Card Service.
- 6- The expiry date of the Prepaid Card, if applicable.
- 7- Serial number.

#### **Third: Customer Prepayments and Bank Guarantee:**

- 1- The Licensee shall procure a bank guarantee in favour of the Authority for an amount of OR 500000 (half a million) if the Licensee intends to collect money deposits or issue pre-paid cards for the collection of payment from Customers, before the collection of any deposit in cash or issuing prepaid cards. It shall be issued by a Bank accredited in Oman, and incorporating the terms and conditions determined or accepted by the Authority.
- 2- The Authority may request additional bank guarantee or amendment to the bank guarantee provided when deemed necessary to ensure that the provided Bank Guarantee meet the operator's Customer obligations for Prepaid Cards.
- 3- Refund all the deposits or amounts cashed for the pre-paid cards in advance to the customers in accordance with Condition (2-9) of the licence or the Authority may encash the Bank Guarantee and apply condition (2-9).

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- 4- When a Licensee intends to terminate its pre-paid service, it should notify the customers according to the condition 2-3 of the licence and provide the Authority with a copy of the published notice. The notices on the refund policy shall include the time period of refund, the place of refund and the relevant contact numbers. The time period for refund shall not exceed 30 working days.

**Fourth: Compensation Requirements for Pre-Paid Services:**

The Licensee should keep proper documentation of refunds made upon service termination.

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**ANNEX (D)**  
**PROCEDURES FOR VALIDATION OF IDENTITY**  
**OF TELECOM CUSTOMER**

- Any telecommunications service shall not be activated by a licensed operator (for Example, activation of SIM Cards) until registration and validation of the user is carried out and subscriber's data is entered into the system, along with obtaining a copy of the subscriber identity (copy of subscriber ID card and passport).
- The subscriber registration form must be signed by both the customer and the employee of the licensee or of separate subsidiary or Affiliate of the licensee responsible for the registration and validation, who must be an Omani national.

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**ANNEX (E)**  
**OMANISATION**

The licensee shall achieve the Omanisation percentages of the total number specified in this annex for each phase:

The phase	At launch	12 months from Effective Date	24 months from Effective Date	36 months from Effective Date	48 months from Effective Date
Total No.	65%	70%	80%	85%	90%

In case of not achieving any of the Omanisation percentages of the total number for each phase, fines will be imposed at the discretion of the Authority according to condition (10.1)