

Amendments to the Pre-paid Telecom Cards Service Class License Agreement:

1. The Cover page shall be amended as follows:
 - a. The title of the agreement “Pre-paid Telecom Cards Service Class License Agreement” shall be amended to read as follows: “Amended and Restated Public Telecommunications Class License Agreement.”
 - b. The phrase “and amended pursuant to Article 39 of the Telecommunications law, on (date of amendment)” shall be added following the phrase “Issued at Amman [redacted]”

2. Page two of the agreement shall be amended as follows:
 - a. The title of the agreement “Pre-paid Telecom Cards Service Class License Agreement” shall be amended to read as follows: “Amended and Restated Public Telecommunications Class License Agreement.”

 - b. After the words “THIS AMENDED AND RESTATED LICENSE AGREEMENT” the phrase “made on the [redacted] day of [redacted]” shall be deleted and replaced with the following: “issued at Amman, [Effective Date] and amended, pursuant to Article 39 of the Telecommunications law, on [date of amendment]”

 - c. The preamble, following the Phrase “WITNESSES THAT WHEREAS” consisting of paragraphs A and B shall be deleted, and the following paragraphs A, B and C shall be inserted to read as follows:

A. In accordance with Article 12 of the Telecommunications Law, the TRC is empowered to issue licenses to build, operate and manage Public Telecommunications Networks and/or to provide Public Telecommunications Services in Jordan;

B. The Licensee holds a Pre-paid Telecom Cards Service Class License, and as contemplated by Article 29 of the Telecommunications Law, entered with the TRC into a license agreement/s, which record the terms and conditions upon which the Licensee is entitled to build, operate and manage Public Telecommunications Networks and/or to provide Public Telecommunications Services in Jordan.

C. Pursuant to Art. (39) of the Telecommunications Law and the Transition Instructions for Current Class Licensees issued by the TRC on January 11th, 2005, the Board of Commissioners of the TRC has decided to amend the license agreement/s, identified above in B.

- 3. Articles 1.1 to 8.7 shall be deleted and the following Articles 1.1 to 4.3 shall be inserted to read as follows:**

ARTICLE 1 – LICENSE

1.1 Grant of License

- 1.1.1 In accordance with the Telecommunications Law, the TRC hereby sets out the terms and conditions under which the Licensee is allowed to build, operate and manage Public Telecommunications Networks and/or provide Public Telecommunications Services in Jordan that do not involve the use of Scarce Resources as defined by this License Agreement and Regulations.
- 1.1.2 Attached to this License Agreement are the Operating License (Appendix 1), and the Schedules contained in Appendix 2. The Schedules form an integral part of this License Agreement and set forth the detailed obligations, terms and conditions applicable to the Licensee. It is intended that such Schedules will be amended and/or removed as applicable upon the adoption of Regulations by the TRC subject always to the applicable process as outlined in TRC Regulations and as set out in Article 39 of the Telecommunications Law.

1.2 Term

Subject to renewal or revocation in accordance with the Telecommunications Law, the term of the Operating License and of the License Agreement is for a period of ten (10) years, beginning on the Effective Date.

1.3 Effective Date

The Effective Date is ~~-(As stated in the previous Class License)-----~~

1.4 Interpretation

- 1.4.1 In this License Agreement, unless the subject matter or context otherwise requires, capitalized words or expressions shall have the meaning assigned to them in the Telecommunications Law, any applicable Regulations and this License Agreement. The use of headings herein and the division hereof into Articles, sections and Schedules is for the convenience of reference only and shall not affect the construction or interpretation hereof.
- 1.4.2 References to any law, by-law or Regulations include any modification, re-enactment or legislative provisions substituted for the same.

ARTICLE 2 – FEES

2.1 Initial License Fee

Pursuant to Article 3 of the Transition Instructions, the Licensee shall not be required to pay an initial Class License fee.

2.2 Annual License Fee

The Licensee shall pay to the TRC an annual License fee based on a percentage of the operating revenues arising from its Licensed Activities. The percentage shall be determined by the TRC, but shall not exceed 1% of such revenues. This annual License fee shall be recovered from all Licensees in order to recover the costs of the TRC regulating the Jordanian telecommunications and information technology sector, as detailed in this License Agreement and/or Regulations.

2.3 Contributions Related to Universal Service

The Licensee shall abide by any Regulations related to universal service, including obligations, as determined by the TRC, regarding the sharing of costs of universal service through contribution to a universal service fund to increase the provision of universal telecommunications and information technology services in the Hashemite Kingdom of Jordan in accordance with Article 86 of the Telecommunications Law.

ARTICLE 3 - CONDITIONS OF THE LICENSE

3.1 General

- 3.1.1 The Licensee shall comply with each of the terms and conditions set out in this License Agreement at all times during the term of the Operating License and the License Agreement. The Licensee acknowledges that failure to comply with any such terms or conditions may constitute grounds for termination of this License Agreement, revocation of the Operating License or the imposition of fines and/or penalties in accordance with the Telecommunications Law, Regulations and the terms hereof.
- 3.1.2 The Licensee shall comply with all laws of the Hashemite Kingdom of Jordan applicable to its Licensed Activities, including, the Telecommunications Law and all Regulations.
- 3.1.3 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector, including fair and transparent practices and procedures in the exercise of its regulatory operations, in accordance with the Telecommunications Law and that the TRC will continue to review and refine this regime to ensure its sufficiency and completeness, taking into consideration market trends and developments. The Licensee is subject to that regime as applicable to its Licensed Activities. Without limiting any rights or powers of the TRC hereunder or under applicable law, the TRC undertakes to establish and comply with open, fair and transparent practices and procedures in the exercise of its

regulatory operations and, in particular, except in emergency situations and subject to its obligations of confidentiality, to issue all its Regulations, relevant to such above-mentioned general regime publicly and in writing following appropriate consultation with interested parties.

3.2 Co-operation with the TRC and Relations with other Licensees

3.2.1 Co-operation with the TRC

3.2.1.1 In accordance with Article 29(g) of the Telecommunications Law, the Licensee shall at all times co-operate with the TRC and its authorized representatives in the exercise of the functions assigned to the TRC under the Telecommunications Law and shall make its telecommunications facilities reasonably capable and available for the implementation of judicial, administrative and national security requirements.

3.2.1.2 In accordance with Article 29(b) of the Telecommunications Law, the Licensee shall furnish to the TRC such information as it may reasonably require, periodically and from time to time, for the purpose of exercising the functions assigned to TRC under the Telecommunications Law. Such information shall be furnished at the time and in the format defined in this License Agreement and any Regulations relating to the provision of information by Licensees.

3.2.1.3 The TRC shall have access to all premises of the Licensee in accordance with the provisions of the Telecommunications Law.

3.2.2 Relations with other Licensees

3.2.2.1 In accordance with Articles 6(j), 29 *bis* and 29(e) of the Telecommunications Law, the Licensee undertakes to enter into interconnection agreements with other Licensees and shall implement the interconnection obligations as stipulated in the Telecommunications Law, any Regulations on interconnection issued by the TRC and this License Agreement.

3.2.2.2 In accordance with Article 29(j) of the Telecommunications Law, the Licensee must cooperate with the Directory Services in accordance with Regulations relating to Directory Services to the extent applicable to the Licensed Activities.

3.2.2.3 In accordance with Article 29(l) of the Telecommunications Law, the Licensee shall co-operate with other licensees to facilitate the provision of telecommunications services to users.

3.2.2.4 The Licensee shall implement free calling for police, ambulance and other emergency purposes in accordance with Regulations established by the TRC from time to time to the extent applicable to the Licensed Activities. The

Licensee shall cooperate with emergency organizations in the efficient and prompt handling of emergency calls.

3.3 Service Obligations

- 3.3.1 In accordance with the Telecommunications Law, the Licensee shall provide services under its Licensed Activities to any Person wishing to obtain such services and willing to pay the Licensee's published prices and abide by the other generally applicable terms and conditions established by the Licensee in accordance with this License Agreement, subject to applicable Regulations.
- 3.3.2 The Licensee shall not unduly discriminate in the provision of or charges for its Licensed Activities between similarly situated Customers or groups of Customers or grant any undue preferences between them.
- 3.3.3 Notwithstanding Article 3.3.2 above, the TRC may allow the Licensee to propose discriminatory or preferential service offerings that fall within the exceptions provided for in Article 29(h) of the Telecommunications Law, to meet national security requirements or for operational, social or humanitarian reasons.
- 3.3.4 The Licensee shall meet quality of service obligations set out in this License Agreement as well as in any applicable Regulations.
- 3.3.5 In accordance with Article 29(m) of the Telecommunications Law, the Licensee shall comply with any roll-out obligations stipulated in this License Agreement and any applicable Regulations relating to roll-out and coverage obligations.

3.4 Relations with Customers

- 3.4.1 In accordance with Article 29(c) of the Telecommunications Law, the conditions of Customer contracts between Customers and the Licensee shall be governed by this License Agreement and by Regulations relating to customer protection.
- 3.4.2 In accordance with Article 29(d) of the Telecommunications Law, the TRC reserves its right to require the Licensee to provide a financial guarantee in order to reimburse the amounts due to Customers, such as fees and deposits, in case the Operating License is revoked and/or the License Agreement is terminated. This financial guarantee is subject to regulation on a basis determined by the TRC.

3.5 Pricing

- 3.5.1 In accordance with Article 29 (i) of the Telecommunications Law, the Licensee shall ensure that pricing schemes offered by the Licensee to Customers are fully transparent and shall be published in advance of becoming effective in the manner prescribed by the TRC.

3.5.2 The prices that the Licensee may charge its Customers in connection with the services provided by the Licensee may be subject to regulation by the TRC on the basis determined by the TRC in accordance with the Telecommunications Law.

3.6 Specifications

There will be no undue limitation upon the types of networks and technologies used by the Licensee. The Licensee may use any technology that is feasible for its Licensed Activities provided that it is in accordance with this License Agreement and any Regulations and its application does not cause damage to Public Telecommunications Networks or Public Telecommunications Services or to public health, safety or the environment. The TRC may issue specific Regulations related to forms of services or technologies. The Licensee shall abide by such Regulation when issued.

3.7 Resale of Services

The Licensee is authorized under the terms of this License Agreement and applicable Regulations to resell the services of other licensees.

ARTICLE 4 – MODIFICATION, RENEWAL AND TERMINATION

4.1 Modification

The TRC may amend this License Agreement and the Operating License in accordance with the provisions of the Telecommunications Law.

4.2 Renewal

The License Agreement and the Operating License will be eligible for renewal in accordance with instructions adopted pursuant to Article 38 of the Telecommunications Law. The License renewal instructions will include objective requirements and a transparent process whereby the TRC will verify, amongst other criteria that the Licensee has complied with its obligations under the License Agreement and is in compliance with all Regulations.

4.3 Termination

4.3.1 Before the expiry of its term, the License Agreement may be terminated and the Operating License may be revoked in the event of a material breach of this License Agreement by the Licensee as per the procedures specified in the Law, by-laws, Regulations and this License Agreement.

4.3.2 In addition to any other rights or remedies available to the TRC under applicable law, if this License Agreement is terminated and the Operating License is revoked, the full amount of the License fees, if any, that remain unpaid shall immediately become due and payable by the Licensee to the TRC.

4.4 Adherence to terms of Licensing

Without limiting any other right or remedy available to the TRC under law, if the Licensee fails to comply with any of its material obligations under the Telecommunications Law, any of its material obligations under any Regulations or any of its material obligations under the License Agreement, it shall be subject to a maximum fine payable to the TRC in an amount not to exceed fifty thousand Jordanian Dinars (JD 50,000) in respect of each such compliance failure. The amount of any sanction imposed pursuant to this Section 4.4 shall be determined with reference to the severity of Licensee's non-compliance.

IN WITNESS WHEREOF the parties hereto have executed this License Agreement.

TELECOMMUNICATIONS REGULATORY COMMISSION

by: _____
Chief Executive Officer

LICENSEE

by: _____
Authorized Signatory

4. The Operating License shall be amended to read as follows:

**THE HASHEMITE KINGDOM OF JORDAN
TELECOMMUNICATIONS REGULATORY COMMISSION
PUBLIC TELECOMMUNICATIONS OPERATING LICENSE**

**Appendix 1
(OPERATING LICENSE)**

WHEREAS

A. In accordance with the Telecommunications Law, the Telecommunications Regulatory Commission (the “TRC”) is empowered to issue to [REDACTED] (the “Licensee”) a license to build, operate and manage Public Telecommunications Networks and/or to provide Public Telecommunications Services in Jordan (all hereinafter referred to as “the Licensed Activities”).

B. The Board of TRC has decided to grant to the Licensee a Public Telecommunications Class License (the “Operating License”), to build, operate and manage Public Telecommunications Networks and/or to provide Public Telecommunications Services in Jordan;

C. The Licensee and the TRC have entered into a contract of an administrative nature that sets out the terms and conditions under which the Licensee may undertake the Licensed Activities;

NOW THEREFORE, this Operating License confirms as follows:

1. The Licensee is licensed to build, manage and operate Public Telecommunications Networks and/or to provide Public Telecommunications Services in Jordan that do not involve the use of scarce resources as defined by Regulations, unless the TRC has specifically exempted the specific use of the Scarce Resource from the need of an Individual License upon and subject to the terms and conditions of the Telecommunications Law, the License Agreement between the TRC and Licensee dated _(original date) and amended on (date of amendment) and applicable Regulations.
2. Subject to renewal or revocation in accordance with applicable law, Regulations and the above-referenced License Agreement, the term of this Operating License is for a period of ten (10) years, beginning on the Effective Date and terminating on –(Date as stated in the previous License)-----
3. Capitalized terms used herein but not defined shall have the meanings ascribed thereto in the said License Agreement or the Telecommunications Law.

Issued at Amman, this (Previous Effective Date mentioned in the previous Operating License) [REDACTED] day of [REDACTED].

**TELECOMMUNICATIONS REGULATORY
COMMISSION**

Per:
Chief Executive Officer

5. Appendix 2 containing schedules A, B, C, D, E, F, G, H, I and J shall be added, which include the following:

Appendix 2

Schedules

This Appendix contains the following Schedules:

Schedule A	Definitions
Schedule B	General Conditions of Class Licenses
Schedule C	Relations with Customers
Schedule D	Anti-Competitive Activities
Schedule E	Quality of Service
Schedule F	Interconnection Obligations
Schedule G	Restriction on Provision of Public Mobile Wireless Services
Schedule H	Data Communication Services
Schedule I	GMPCS Services
Schedule J	Pre-Paid Telecom Card Services

THE HASHEMITE KINGDOM OF JORDAN

THE TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE A

DEFINITIONS

1. General

- 1.1 This Schedule A forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and (the "Licensee") and is subject to the terms and conditions thereof.
- 1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such frameworks and regulations to ensure their relevance, taking into consideration market trends and developments. The Licensee is subject to that regime as it applies to the Licensed Activities.

2 Definitions

In the License Agreement, unless the subject matter or context otherwise requires, the following capitalized terms shall have the following meanings:

- 2.1 "Affiliate" means, in relation to any one Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person.
- 2.2 "Application Form" means the application forms for Individual and Class Licenses as approved by the TRC and amended from time to time.
- 2.3 "Chief Executive Officer" or "CEO" means the Chief Executive Officer of the TRC.
- 2.4 "Companies Law" means the Companies Law (No. 22 of 1997) of Jordan, and its amendments.
- 2.5 "Control" means the ownership of more than fifty percent (50%) of the voting interests in the subject Person and/or the ability to control in fact the business of the subject Person, whether by ownership, contract or otherwise.
- 2.6 "Customer" means any Person who has indicated willingness to the Licensee to receive Telecommunications Services from the Licensee on the Licensee's

terms and conditions, or has entered into a contract with the Licensee for the provision of such services.

- 2.7 “Effective Date” means the date on which the License Agreement was signed and the Operating License was granted.
- 2.8 “Frequencies” means the radio frequencies assigned to the Licensee for exclusive use in the operation of its Licensed Activities, as amended or modified in accordance with the Regulations.
- 2.9 “Transition Instructions” means the Transition Instructions for Current Class Licensees issued by the TRC on January 11th, 2005.
- 2.10 “License Agreement” means the License Agreement and all Schedules attached thereto, as amended or modified in accordance with the terms thereof.
- 2.11 “Licensed Activities” means the activities the Licensee is allowed to conduct under the terms of the License Agreement and the Operating License.
- 2.12 “Operating License” means the Public Telecommunications Class License granted by TRC to the Licensee, as amended or modified in accordance with the terms hereof.
- 2.13 “Person” means any individual, company, corporation, partnership, joint venture, consortium, government or governmental entity.
- 2.14 “Public Mobile Wireless Services” means Public Telecommunications Services, as defined by the Telecommunications Law, that (i) permit two-way communications between users’ terminals (radio stations) and other similar radio stations, as well as with any apparatus, station or service connected to the public switched telephone network in Jordan, and (ii) are supplied by means of multiple cells of radio communication transceivers, configured so as to permit full mobility of customer radio stations, with hand-off between adjacent cells and frequency re-use throughout the various cells.
- 2.15 “Regulations” means any instructions and regulatory decisions issued by the TRC in accordance with the Telecommunications Law.
- 2.16 “Scarce Resources” include radio frequencies and/or public rights of way and/or numbering that have not been exempted from an Individual License requirement by the TRC and as defined in the Regulations.
- 2.17 “Schedules” means the schedules in Appendix 2 which form an integral part of the License Agreement.
- 2.18 “Telecommunications Law” means the Telecommunications Law (Law No. 13 of 1995) of Jordan, and its amendments.
- 2.19 “TRC” means the Telecommunications Regulatory Commission of Jordan.

2.20 “Telecommunications System” means any transmission or switching device or other device or instrument used to convey, receive or transmit telecommunications signals for the purpose of providing Public Telecommunications Services.

THE HASHEMITE KINGDOM OF JORDAN
TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE B

GENERAL CONDITIONS OF CLASS LICENSES

1. General

1.1 This Schedule B forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and [REDACTED] (the "Licensee") and is subject to the terms and conditions set thereof.

1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.

2. Eligibility

The Licensee shall be a Jordanian company established and in good standing under the Companies Law of Jordan, as the same may be amended or replaced from time to time.

3. Use of Jordanian Resources

Subject to the applicable law and international obligations of Jordan, the Licensee shall maximize the use of Jordanian human and material resources in the installation, operation and management of its Licensed Activities to the extent reasonably possible in the circumstances and provided that such resources are available.

4. Ownership and Control

4.1 The TRC may issue Regulations directing the Licensee to operate its Licensed Activities and/or other services through affiliated companies, established under the Companies Law. The purpose of such Regulations shall be to segregate a particular service from other services that may be provided by the Licensee, and to ensure that the Licensee does not engage in anti-competitive practices of the type described in the License Agreement or applicable Regulations. The TRC shall monitor compliance with the Regulations and may issue such further Regulations as it considers necessary to achieve compliance with the License Agreement or Regulations relating to anti-competitive practices.

4.2 Any change in Control of the Licensee shall require the prior written approval of the TRC.

5. Assignment or Transfer of License Agreement or Operating License

Any assignment or transfer of the License Agreement and/or the Operating License shall require the prior written approval of the TRC.

6. Equipment

Any telecommunications equipment deployed in connection with Licensed Activities and any telecommunications terminal equipment provided by the Licensee to its Customers shall be subject to the type approval procedures stipulated in Regulations. The Licensee shall permit its Customers to purchase or lease TRC type approved terminal equipment from the Licensee or any third party.

7. Additional Services

The Licensee may offer additional services that are permitted under the License Agreement and the Regulations. If a licensee seeks to provide additional services not originally identified in the original license application submitted to the TRC, it must file a prior notification with the TRC not less than thirty (30) days before initiating the new service. The Licensee is obligated to provide all services, including such new services in accordance with the terms of the License Agreement and any applicable Regulations.

8. Standard of Conduct

The Licensee shall not use or knowingly permit the use of its Licensed Activities for any purpose that violates applicable laws. The Licensee shall endeavour to take all actions within its control to ensure that its Licensed Activities are not used for any such purposes. The Licensee shall include this same provision precluding the use of its Licensed Activities for illegal purposes in its contracts with Customers.

9. Confidentiality of Information

9.1 The Licensee shall clearly mark any information it considers to be confidential and provide clear justification for why it should be treated as such, and shall keep the amount of such information to minimum to enable the TRC to ensure transparent decision-making. All information furnished by the Licensee to TRC and marked "confidential" shall be held in confidence by the TRC, except where the TRC finds, after consultation with the Licensee, that there is insufficient justification for such confidential treatment or to the extent its release is required by any applicable law or order, provided that the TRC gives the Licensee prior notice of that release. This requirement of confidentiality shall survive any termination or expiry of the License Agreement or revocation of the Operating License. The Licensee acknowledges that confidentiality will not apply to any information supplied to the TRC regarding the Licensee's compliance with its obligations hereunder, which information may be made public by the TRC.

9.2 Nothing in this Section 9 shall limit the availability of any remedy otherwise available to the Licensee under Jordanian law and which the Licensee may seek from any private party that receives or uses confidential information as the result of a failure of TRC to protect that information.

10. Accounting & Reporting

10.1 The Licensee shall at all times maintain at its principal place of business within Jordan, proper, accurate, and up-to-date accounting books in accordance with accounting practices applicable in Jordan. All financial information submitted by the Licensee to the TRC for any purpose shall be prepared and presented in accordance with accounting standards applicable in Jordan or as directed by the TRC, provided that such direction does not result in any unreasonable additional costs being incurred by the Licensee.

10.2 Upon request, the TRC shall have reasonable access during normal business hours to the books and records of the Licensee in accordance with the provisions of the Telecommunications Law.

10.3 To the extent required by the TRC, the Licensee shall keep separate accounting by service and/or lines of business according to Regulations issued for such a purpose by the TRC.

11. Annual Reports

As soon as possible but in any event within four (4) months of the end of each fiscal year of the Licensee, the Licensee shall file with the TRC seven (7) copies of the annual report and audited annual financial statements. This annual report shall include detailed information in respect of the following:

11.1 all material instances in which, so far as the Licensee is aware, the Licensee's obligations under any provisions of the License Agreement have not been met, together with an explanation of the reasons for such failure;

11.2 a list of all types of terminal equipment, including handsets, used by the Licensee in providing its Licensed Activities together with TRC type approval references;

11.3 any other information deemed relevant by the Licensee or requested by TRC in writing; and

11.4 a detailed report on the Licensee's compliance with any applicable universal service, coverage and quality of service obligations.

12. Submission of Reports

Any information or reports provided to the TRC pursuant to the License Agreement shall be in either or both the Arabic language or the English language and signed by a senior officer of the Licensee who shall certify, so far as the Licensee is aware, the completeness and accuracy of the report or information. In the event of any inconsistency between an Arabic

language document and an English language document, the Arabic language text shall prevail.

13. Operating Revenue

The fee to be paid to the TRC under Article 2.2 of the License Agreement shall be net of service tax and calculated based on the operating revenues of the Licensee. The operating revenues are calculated after the deduction of the balance of amounts due to other interconnected licensees and international carriers, in respect of interconnecting capacity and/or traffic between the Licensee and these operators and in accordance with the following formula:

Operating Revenue = A + (B - C), where

- A: Total annual sales of the Licensed Activities to the Licensee's Customers net of service tax.
- B: The annual aggregate receivables from international carriers and interconnected licensees for the interconnection capacity or traffic originating from their customers and destined to Customers on the Licensee's network.
- C: The annual aggregate payables by the Licensee to international carriers and interconnected licensees for interconnection capacity or the traffic originating from the Licensee's network and destined to the customers of the international carriers or licensees.

14. Adherence to Terms of Licensing

- 14.1 The CEO of the TRC shall monitor the Licensee's adherence to the terms of the License Agreement and shall take appropriate measures to oblige the Licensee to comply with the Telecommunications Law, by-laws, Regulations and the License Agreement. Any decision of the CEO in exercising these responsibilities shall be final and binding on the Licensee unless and until it is overruled by the Board of Commissioners of the TRC.
- 14.2 Nothing herein is intended to limit in any way any rights of appeal or review that the Licensee may have available to it under the laws of Jordan.
- 14.3 Without limiting any other right or remedy available to the TRC under law, if the Licensee fails to make payment on any amount of fee, fine or penalty to the TRC pursuant hereto, interest shall accrue and be payable monthly in arrears on the outstanding amount, including accrued interest, at the rate of 9% per annum.

15. Termination Procedure

TRC shall not revoke the Operating License or terminate the License Agreement without first giving the Licensee notice in writing setting out the basis for such intended action and giving

the Licensee an opportunity of no less than thirty (30) days to correct the alleged material breach or to show cause why the License Agreement should not be terminated and the Operating License revoked. If the Licensee shows cause, or corrects the alleged material breach, to the satisfaction of the TRC, the TRC shall allow the Licensee sufficient time, as is reasonable in the circumstances, to remedy any breach that gave rise to the notice and that remains outstanding.

16. Prohibition

If the License Agreement is terminated and the Operating License is revoked by the TRC, neither the Licensee, a significant shareholder of the Licensee nor a Person with Control of the Licensee shall be entitled to apply for a license to install, operate or manage a Public Telecommunications Network or provide a Public Telecommunications Service, alone or with others, before the lapse of two (2) years following the date upon which such termination becomes effective.

17. Frequencies

17.1 To the extent the Licensee is authorized to utilize Frequencies pursuant to the TRC's Regulations and under the terms of a separate Spectrum License, the Licensee acknowledges that other countries may authorize or permit the use of their radio frequencies in a manner that interferes with the Licensee's use of the Frequencies and that it is the responsibility of the Licensee to report such interference as soon as practicable, in order that the TRC may take measures to counter such interference. The Licensee shall use the Frequencies in compliance with all national, regional intergovernmental and international arrangements in effect that are designed to reduce radio interference among all users of such Frequencies. The TRC shall defend the rights of the Licensee under the Spectrum License in accordance with the ITU Radio Regulations and the Telecommunications Law.

17.2 To the extent permitted under the terms of the Licensing Agreement and applicable Regulations, the Licensee may apply to the TRC for the right to use additional Frequencies in connection with its Licensed Activities. The TRC may authorize additional Frequencies to the Licensee pursuant to a separate Spectrum License, subject to availability and based on demonstrated existing or reasonable projected customer demand and an assessment of whether or not the Frequencies covered by the existing Spectrum License are being utilized efficiently. At all times, the Licensee shall implement all commercially reasonable measures to optimize the efficiency and effectiveness of its use of the Frequencies.

17.3 The TRC may, in order to comply with international radio spectrum co-ordination requirements, ITU allocations, or generally in the course of regulating the radio frequency spectrum in the best interests of Jordan, reassign Frequencies used by the Licensee. In such cases the TRC and the Licensee shall consult with each other before any such action is taken and the TRC shall provide the Licensee with adequate time and, where applicable, assign appropriate alternative Frequencies or take such

other reasonable action as may be necessary, to permit the Licensee to carry on its business without unreasonable costs or disruptions.

HASHEMITE KINGDOM OF JORDAN

TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE C

RELATIONS WITH CUSTOMERS

1. General

- 1.1 This Schedule C forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and XXXXXX (the “Licensee”) and is subject to the terms and conditions thereof.
- 1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.

2. Customers Complaints

The Licensee shall maintain adequate trained personnel to receive and respond promptly to complaints from Customers. The Licensee shall take all commercially reasonable action to promptly remedy and avoid the recurrence of the cause of all Customer complaints that relate to the quality or delivery of its Licensed Activities.

3. Customer Contract

Except to the extent the TRC exempts the Licensee from the requirements of this Section 3, the relationship between the Licensee and the Customers shall be governed by the terms of a Customer contract that incorporates standard terms and conditions approved in accordance with this Schedule. The Licensee shall not offer Public Telecommunications Services of any kind otherwise than pursuant to a Customer contract that incorporates approved standard terms and conditions, without the prior written consent of the TRC.

4. Content of Terms and Conditions

The standard Customer contract terms and conditions referred to in Section 3 shall include, at a minimum, provisions approved by the TRC in respect of the following matters:

- 4.1 deposits and alternative methods of providing security for payment where reasonably required, provided that in no circumstances may such deposit or security exceed the charges reasonably anticipated to be incurred by the Customer within a three (3) month period;

- 4.2 confidentiality of Customer information;
- 4.3 refunds or other rebates for service problems or over billing;
- 4.4 payment terms, including any applicable interest or administrative charges;
- 4.5 minimum contract period;
- 4.6 Customer and Licensee rights of termination; and
- 4.7 method of settlement of Customer complaints or other disputes, including provision for appeal to the TRC and the courts in the event that a dispute cannot be resolved by the parties.

5. Approval of Terms and Conditions

- 5.1 The Licensee shall file with the TRC for approval a proposed draft form of standard terms and conditions as required by Section 3 of this Schedule. Within sixty (60) days of receipt of a draft form, the TRC shall either provide written notice that the draft form is approved or advise the Licensee that the proposed draft is not approved. If the TRC does not notify the Licensee that the draft form is not approved within the said sixty (60) days period, the draft form shall be deemed approved as filed.
- 5.2 If the TRC does not approve a draft form submitted under Section 5.1 above, it shall provide a detailed written explanation of the reasons for such non-approval sufficient to permit the Licensee to revise the draft in a manner that would be approved by the TRC. The Licensee may then file an amended draft form for approval and Section 5.1 shall again apply.
- 5.3 When a form of standard terms and conditions is approved by the TRC, they shall be incorporated by the Licensee in all contracts between the Licensee and its Customers until such time as amended standard terms and conditions are approved by the TRC under this Article.
- 5.4 Nothing in any agreement between the Licensee and a Customer shall contradict or modify the applicable standard terms and conditions.

6. Availability of Standard Terms and Conditions

A copy of the approved standard terms and conditions shall be provided to any interested party upon request and, to any new Customer prior to commencement of service to, or receipt of any payment or deposit from, such Customer. All provisions of any Customer contract shall be typed and provided to each Customer in the Customer's choice of Arabic or English.

7. Amendments to Customer Contracts

- 7.1 Approved standard terms and conditions may be amended with the approval of the TRC at the request of the Licensee. Any requests for amendments by the Licensee shall be made by filing an amended draft with the TRC. The provisions of Sections 5.1 and 5.2 above shall govern the approval of any such amendment.

7.2 Any amendment to a Customer contract shall come into force thirty (30) days after announcement in the media or by delivery of a written copy of such amendment to the applicable Customer, unless that Customer objects to such amendments to the TRC or to the Licensee in writing before the expiry of that thirty (30) day period.

7.3 In the event that a Customer objects to an amendment to a Customer contract within thirty (30) days after announcement in the media or by delivery of a written copy of such amendment to such Customer, the Licensee may continue to serve such Customer according to the terms and conditions under the pre-existing Customer contract until the TRC decides about the Customer objections.. The continuation of Licensed Activities on such terms and conditions shall not be a breach of the Telecommunications Law or other laws, the License Agreement or Regulations.

8. Customer Invoices

8.1 All invoices rendered by the Licensee to Customers shall be timely, clear, concise, typed in the Customer's choice of Arabic or English and easy to understand.

8.2 All Licensee invoices shall describe in such details as is reasonably possible and applicable all charges for the current billing period and the due date for payment. Any Licensee invoices in respect of any outstanding balance and related interest or administration charges, if any, shall also contain in such details as is reasonably possible all amounts payable and the due date for payment.

9. Non-discrimination

9.1 Pursuant to Article 29(h) of the Telecommunications Law, and Sections 3.3.2 and 3.3.3 of the License Agreement, the non-discrimination obligation that applies to the Licensee is subject to exception in the following cases:

9.1.1 Marketing practices, such as the offering of promotional discounts, to the extent such practices do not constitute undue preferences or undue discrimination.

9.1.2 Specific arrangements made necessary for national security requirements or for operational, social or humanitarian reasons. The Licensee may propose discriminatory or preferential service offerings that fall within this exception provided that such proposals shall be made in writing to the TRC, which shall then determine whether such proposed discriminatory or preferential offerings are due and lawful. The Licensee shall not implement any such proposal without the prior written approval of the TRC, which shall not unreasonably be withheld or delayed. The cost to the Licensee of providing exceptional service offerings shall be in accordance with Article 29(h) of the Telecommunications Law.

10 Code of Practice for Customer Affairs

10.1 The Licensee shall prepare and publish a Code of Practice for Customer Affairs approved by the TRC, giving guidance to the Licensee's Customers and employees in

respect of any disputes and complaints relating to the provision by the Licensee of the service.

- 10.2 The Licensee shall prepare an initial draft of the Code of Practice and submit it for review by the TRC within one year of the Effective Date.
- 10.3 The Code of Practice for Customer Affairs shall contain guidelines on the following issues:
 - a) complaints;
 - b) dispute settlement process;
 - c) location of customer service departments;
 - d) customer invoices and billing arrangements;
 - e) quality of service performance targets;
 - f) other matters dealt with in the terms and conditions of service of the customer contract referred to earlier in Section 4 of this Schedule; and
 - g) service termination.
- 10.4 In the event of a dispute relating to the Code of Practice remaining unresolved between the parties in dispute, the TRC shall resolve the issues between the parties in accordance with the Telecommunications Law and Regulations.

11. Provision of Ancillary Services

- 11.1 If applicable to its Licensed Activities, the Licensee shall provide directory assistance services in accordance with TRC Regulations to the extent applicable to the Licensed Activities, (including, at least, name and telephone number) to its Customers. This directory assistance service shall include information concerning the Licensee's Customers and, based on the information available to the Licensee, the Customers of other licensees. The Licensee shall cooperate with other licensees in Jordan so that they may have convenient access to information concerning the Licensee's Customers for inclusion as party of their own directory assistance services. The Licensee shall use any such customer information obtained from other licensees only for the purpose of offering directory services and for no other purpose. The Licensee shall not be required to disclose Customer information to a competitor or to otherwise cooperate in the provision of directory services with that competitor in accordance with this Section 11.1 unless equivalent obligations are also imposed on that competitor.
- 11.2 The Licensee shall protect the privacy of all Customers who request, in writing, unlisted numbers, addresses, names, or other personal information.

HASHEMITE KINGDOM OF JORDAN
TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE D

ANTI-COMPETITIVE ACTIVITIES

1. General

- 1.1 This Schedule D forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and (“Licensee”) and is subject to the terms and conditions thereof.
- 1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.

2. Anti-Competitive Practices

- 2.1 The Licensee shall not alone or together with others, engage in or continue or knowingly acquiesce in any anti-competitive practices and, in particular, the Licensee shall:
- 2.1.1 not engage in any anti-competitive cross-subsidization;
 - 2.1.2 not engage in the abuse of its dominant position, if any;
 - 2.1.3 not enter into any exclusive arrangements with third parties for the location of its facilities that are acquired to provide its Licensed Activities;
 - 2.1.4 not enter into any agreements, arrangements or undertakings with any Person, including any supplier of services that compete with its Licensed Activities that have as their objective or effect the fixing of prices or any other restraint on competition;
 - 2.1.5 not engage in any anti-competitive tied or linked sales practices, provided that the Licensee may bundle services so long as the bundled services are also available separately;
 - 2.1.6 not use information obtained from competitors if the object or effect of such use is anti-competitive; and
 - 2.1.7 cooperate with other licensees in order to facilitate the provision of public telecommunications service.

HASHEMITE KINGDOM OF JORDAN

TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE E

QUALITY OF SERVICE

1. General

- 1.1 This Schedule E forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and (the "Licensee") and is subject to the terms and conditions thereof.
- 1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.

2. Quality of Service

- 2.1 The Licensee shall conduct its Licensed Activities according to performance parameters and quality of service objectives that meet or exceed generally recognized international industry standards.
- 2.2 The Licensee may be required by the TRC to measure and submit quarterly reports of its service quality. TRC reserves the right to conduct audits of the Licensee quality of service measurements and/or its own measurements at its own discretion.

HASHEMITE KINGDOM OF JORDAN
TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE F

INTERCONNECTION OBLIGATIONS

1. General

- 1.1 This Schedule F forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and (“Licensee”) and is subject to the terms and conditions thereof.
- 1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.

2 Interconnection with Other Licensees

- 2.1 The Licensee acknowledges that interconnection activities between the Licensee and other licensees are governed by the provisions of Articles 6j., 29e. and 29bis of the Telecommunications Law, any Regulations and the provisions of the License Agreement, all as may be amended or replaced from time to time.
- 2.2 The Licensee will act fairly and without discrimination in accordance with applicable law and the terms of the License Agreement in all business dealings with other licensees and shall co-operate with other licensees to facilitate the provision of telecommunications services to all users throughout Jordan and so as to optimise the use of common facilities in the location of network facilities.
- 2.3 The TRC shall exercise reasonable best efforts to cause other licensees to act fairly and without unfair discrimination or preference in accordance with applicable law and applicable terms of their license in all business dealings with the Licensee, including interconnection.
- 2.4 All interconnection obligations of the Licensee shall be interpreted and enforced by the TRC so as to ensure that so far as is reasonably possible in the circumstances they are competitively neutral and non-discriminatory.
- 2.5 The Licensee shall effect interconnection arrangements with all other licensees in Jordan for purposes of providing their lawful services. In negotiating interconnection and other arrangements with other licensees, the Licensee shall agree to:

- 2.5.1 provide interconnection at any technically feasible point in the network subject to operational practicability and commercial viability;
 - 2.5.2 provide interconnection under non-discriminatory terms, conditions (including technical standards and specifications) and rates and of a quality no less favourable than that provided for its own like services or for like services provided to non-affiliated service suppliers or for its Affiliates;
 - 2.5.3 provide interconnection in a timely fashion on terms, conditions (including technical standards and specifications) and cost-based rates that are transparent, reasonable, having regard to economic feasibility, and sufficiently unbundled so that the interconnecting party does not pay for network components or facilities that it does not require for the service to be provided.
 - 2.5.4 provide interconnection or access upon request, at points in addition to the network termination points offered to the majority of users, subject to the terms of a written agreement between the Licensee and the party requesting interconnection and at charges that reflect the cost of construction of necessary additional facilities;
 - 2.5.5 lease to such other service providers on a non-discriminatory basis, facilities (rooms, towers, ducts, cable etc.) under the control of the Licensee and required for use by such others; it being understood that the Licensee shall not be required to construct new facilities for lease to such other licensees hereunder)
 - 2.5.6 allow access to such facilities by such other licensees, upon request, for the purposes of installation, maintenance and repair;
 - 2.5.7 provide reasonable notice to such other licensees about any network design, roll-out or upgrade plans or changes that may be expected to affect the arrangements between the parties;
 - 2.5.8 take steps to protect such other licensees' systems from interference or other harm caused by the facilities and equipment used by the Licensee; and
 - 2.5.9 not enter into any arrangements for access to any service or facility that would preclude the operator of that service or facility or another licensee from entering into similar arrangements with the operator of that service or facility.
- 2.6 The Licensee shall make publicly available its interconnection procedures, and interconnection agreements and shall publish on its website its reference interconnection offers (if any).
 - 2.7 The Licensee shall be entitled to require, as a condition of entering into any interconnection agreement, that:

- 2.7.1 current generally accepted international engineering principles and practices in the telecommunications sector are adhered to in the provision of any interconnection services;
- 2.7.2 due account is taken of the needs of the Licensee's Customers and the needs of other licensees and private network operators, both current and future, that have made or make requests for interconnection arrangements with the Licensee;
- 2.7.3 It is not required to effect an interconnection arrangement if doing so would unduly risk causing damage to the Licensee's property, or the death of, or personal injury to, any person employed or engaged in the Licensee's business.

3. Failure to Agree

- 3.1 The Licensee shall follow the dispute resolution process prescribed by Regulations. If the Licensee is unable to reach agreement with another licensee on the terms and conditions of interconnection or other arrangements within one (1) month after the first request in writing for interconnection by either party, either party may by notice in writing request that the TRC adjudicate between them. The TRC's decision on all matters in dispute shall be binding on both parties.
- 3.2 During any dispute or difference the Licensee shall keep its Telecommunications System connected for the provision of service and conveyance of traffic between its Telecommunications System and the system of the party with which it is in dispute. The Licensee shall not disconnect the other party's Telecommunications System without the prior approval of the TRC.

4. Approval of Interconnection Agreements

All interconnection or other related agreements between the Licensee and any other licensee or private network operator shall be filed for approval with the TRC. The Licensee shall not give effect to any such agreement until it has been approved by the TRC. The TRC shall be deemed to have approved any such agreement thirty (30) days after it is filed unless it gives written notice of disapproval to the Licensee prior to the expiry of that thirty (30) day period.

HASHEMITE KINGDOM OF JORDAN

TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE G

RESTRICTION ON PROVISION OF PUBLIC MOBILE WIRELESS SERVICES

1. General

- 1.1 This Schedule G forms a part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and (the “Licensee”) and is subject to the terms and conditions thereof.
- 1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.
- 1.3 The Licensee further acknowledges that it shall not provide, and is not authorized to provide, any Public Mobile Wireless Services unless otherwise stated in this or another applicable License Agreement.

HASHEMITE KINGDOM OF JORDAN
TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE H

DATA COMMUNICATION SERVICES

1. General

- 1.1 This Schedule H forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and (the "Licensee") and is subject to the terms and conditions thereof.
- 1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.
- 1.3 Providers of data communication services shall comply with the terms and conditions contained in the Telecommunications Law, applicable Regulations and the License Agreement.

HASHEMITE KINGDOM OF JORDAN
TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE I

GMPCS SERVICES

1. General

- 1.1 This Schedule I forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and (the "Licensee") and is subject to the terms and conditions thereof.
- 1.2 The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.
- 1.3 This Schedule contains rules applicable to the Licensee to the extent it is providing GMPCS Services. In such a case, the Licensee will be subject to the general set of rights and obligations under the Telecommunications Law, the applicable Regulations, the License Agreement, and to these GMPCS Service specific rules. .

2. Definitions

- 2.1 "Constellation of satellites" means one or more satellites, geostationary or non-geostationary, operated as a system.
- 2.2 "GMPCS-MoU" means the Memorandum of Understanding to Facilitate Arrangements for Global Mobile Personal Communications by Satellite, Including Regional Systems, dated February 18, 1997, as the same may be amended or supplemented from time to time.
- 2.3 "GMPCS MoU Arrangements" means Arrangements Pursuant to the GMPCS-MoU to Facilitate the Introduction and the Development of Global Mobile Personal Communications by Satellite (GMPCS), dated October 7, 1997 and its Annex dated 13 March 1998 as they may be amended or supplemented from time to time.
- 2.4 "GMPCS System Operator" means an operator of a GMPCS System that is a signatory to the GMPCS-MoU and its implementing GMPCS-MoU Arrangements and is authorized by the TRC to cover the territories of Jordan using the radio frequencies in compliance with the GMPCS-MoU, the GMPCS-MoU Arrangements

and all regional inter-governmental arrangements in effect from time-to-time that are designed to reduce radio interference among system operators.

- 2.5 “GMPCS Service Provider” means any entity commissioned by a GMPCS System Operator and licensed by the TRC to provide GMPCS services to the Customers in Jordan.
- 2.6 “GMPCS System” means a satellite system (i.e., fixed or mobile, broadband or narrow-band, global or regional, geostationary or non-geostationary, existing or planned) providing telecommunication services directly to end users from a Constellation of satellites.
- 2.7 "Services" means telecommunications services provided by means of the GMPCS System operated by (GMPCS SYSTEM OPERATOR) and its Affiliates.
- 2.8 “GMPCS Frequencies” means the radio frequencies used by the GMPCS System Operator to cover the territories of Jordan and licensed by the TRC to the Licensee to provide the Service in Jordan

3. Specific Rules relating to GMPCS Service Providers

- 3.1 The Licensee shall file with the TRC copies of all roaming and other similar agreements relating to the offering of GMPCS services in Jordan.
- 3.2 The Licensee shall file with the TRC a guarantee that its GMPCS System Operator shall not knowingly permit its GMPCS Service to be offered to permanent residents of Jordan other than through a GMPCS Service Provider licensed by the TRC. Notwithstanding the above prohibition, it is understood that the GMPCS System Operator may accept direct satellite calls from or deliver direct satellite calls to customers of other GMPCS service providers who are in Jordan temporarily and who are using TRC type approved GMPCS terminal equipment.
- 3.3 The Licensee acknowledges that other countries may authorize or permit the use of radio frequencies in a manner that interferes with the Licensee’s use of assigned GMPCS Frequencies and that it is the responsibility of the Licensee to report such interference as soon as practicable, in order that the TRC may take measures to counter such interference.

HASHEMITE KINGDOM OF JORDAN

TELECOMMUNICATIONS REGULATORY COMMISSION

SCHEDULE J

PRE-PAID TELECOM CARD SERVICES

1. General

- 1.1. This Schedule J forms part of the Amended and Restated License Agreement issued at Amman, (effective date) and amended, pursuant to Article 39 of the Telecommunications law, on (date of amendment) between the TRC and (the "Licensee") and is subject to the terms and conditions thereof.
- 1.2. The Licensee acknowledges that the TRC is in the process of establishing a general regime for the regulation of the telecommunications sector in accordance with the Telecommunications Law and that the TRC will continue to review and refine such regime to ensure its relevance, taking into consideration market trends and developments. The Licensee will be subject to that regime as it applies to its Licensed Activities.
- 1.3. This Schedule contains rules applicable to the Licensee that is providing Pre-Paid Telecom Card Services. In such a case, the Licensee will be subject to the general set of rights and obligations under the Telecommunications Law, the applicable Regulations, the License Agreement, and to these Pre-Paid Telecom Card Service specific rules.

2. Definitions

- 2.1. "Access Telephone Number" means, the number that allows a Prepaid Telecom Card Service Customer to access the Pre-paid Telecom Card Service.
- 2.2. "Billing Increment" means, a unit of time used to charge Customers for Pre-paid Telecom Card Service.
- 2.3. "Personal Identification Number (PIN)" means, a number assigned as an authorization code that ensures system security for a Pre-paid Telecom Card Customer and allows the Licensee to track minutes used.
- 2.4. "Pre-paid Telecom Service Account" means, an amount of money paid by a Customer in advance to the Licensee so that the Customer can access the Pre-paid Telecom Card Service. When the customer completes the access to the service, the value of the account decreases at a predetermined rate.
- 2.5. "Pre-paid Telecom Card" means, a card or any other device purchased to establish a Pre-paid Telecom Card Service Account.

2.6 “Pre-paid Telecom Card Service” means, the provision of access to any lawful telecommunications service including; telephone, data Internet, etc. in which:

2.6.1 the Customer pays in advance for Telecommunications Services;

2.6.2 the Customer's Pre-paid Telecom Card Service Account is depleted at a predetermined rate as the Customer uses the Pre-paid Telecom Card Service; and

2.6.3 the Customer must use a PIN and an Access Telephone Number to use the telecommunications services.

2.7 “Recharge” means, a transaction in which the value of the Pre-paid Telecom Service Account is renewed. The Customer must be informed verbally or electronically of the new rates at the time of recharge.

3. Specific rules relating to Licensees providing Pre-paid Telecom Card Services

3.1 The Licensee shall provide, to the TRC, the necessary financial guarantees to refund the Customers for any unused balances, in case the Operating License is revoked, the License Agreement is terminated or the Licensee stops providing the Pre-paid Telecom Card Service wholly or in part. The Licensee will comply with Regulations that stipulate the rules for calculating the value of the said financial guarantees as they may be replaced or amended from time to time.

3.2 The Licensee shall ensure that all (100%) of its total Pre-paid Telecom Cards available to the public are fully operational in compliance with the specifications at all times and that all faults or outages are repaired within twenty-four (24) hours.

3.3 The Licensee shall not, without the prior written approval of the TRC, withdraw any Pre-paid Telecom Card from service.

3.4 The Licensee shall take all steps to ensure that any metering equipment used in connection with the services operated by the Licensee is accurate and reliable.

3.5 In addition to the general conditions applicable to all Licensees relating to annual reports, the Licensees offering Pre-paid Telecom Card services must also include detailed information in respect of the total number of Pre-paid Telecom Cards issued at the beginning and end of the annual period covered by the report and particulars of any Pre-paid Telecom Cards withdrawn from service in that period.

3.6 Relations with Customers

3.6.1 The Licensee shall at all times comply with each of the conditions specified in this Section and shall promptly notify the TRC if at any time it is not in compliance with those conditions, except to the extent the TRC exempts the Licensee from some of the requirements of this Section.

3.6.2 The Licensee shall not be required to enter into a written contract with its Customer for Pre-Paid Telecom Card Service.

3.6.3 The Licensee shall at all times comply with the following billing requirements:

- a) Billing Increments shall be defined and disclosed in the Licensee's published tariffs or price list on file with the TRC and on any display at the point of sale as well as on any Pre-paid Telecom Card, or on any Pre-paid Telecom Card packaging.
- b) A Pre-paid Telecom Service Account may be decreased only during the actual time a circuit is open. Station busy signals and unanswered calls shall not be considered open circuits and shall not be charged against the account.
- c) Licensees may not reduce the value of a Pre-paid Telecom Service Account by more than the Licensee's published tariffs or price list on file with the TRC plus any surcharges, fees and taxes disclosed at the time of purchase,
- d) A Pre-paid Telecom Service Account may be recharged by the Customer at a rate different from the original rate or the last recharge rate as long as the new rate and any surcharges conform with the Licensee's published tariff or price list on file with the TRC at the time of recharge. The Customer must be informed of the rates at the time of recharge.

3.7 Upon written request, the Licensee must be capable of providing TRC the following call detail data information at no charge:

- a) The number of the originating telephone;
- b) The date and time the call originated;
- c) The date and time the call terminated;
- d) The called telephone number; and
- e) The PIN and/or account number associated with the call.

3.8 The Licensee shall maintain call detail data records for at least 6 months.

3.9 Pre-paid Telecom Cards must be issued with all information entirely in the language in which the Pre-paid Telecom Card is marketed. At a minimum, all Pre-paid Telecom Cards must contain the following information:

- a) The value of the Pre-paid Telecom Card, including charges for all services, surcharges, fees, and taxes, if applicable,

- b) The Licensee name as registered with the TRC. A "doing business as" name may only be used if officially filed with the TRC. The language shall clearly indicate that the Licensee is providing the Pre-paid Telecom Card Services;
- c) The toll-free number as required by this Schedule;
- d) The maximum cost per minute shall be shown for local and national calls. International call prices shall be provided to the customer through a toll-free number printed on the Pre-paid Telecom Card;
- e) Instructions on using the Pre-paid Telecom Card correctly;
- f) Expiration date, if the card cannot be used after a date certain. If an expiration date is not disclosed on the Pre-paid Telecom Card, it will be considered active indefinitely; and
- g) The words "VOID" or "SAMPLE" or sequential numbers, such as "999999999" on both sides of the card if the Pre-paid Telecom Card was produced as a "non-active" Pre-paid Telecom Card so that it is obvious to the Customer that the card is not useable. If the Pre-paid Telecom Card is not so labelled, the card is considered active and the issuing Licensee shall honor it.

3.10 The following information shall be legibly printed on or in any packaging and displayed visibly in a prominent area at the point of sale so that the Customer may make an informed decision before purchase:

- a) The value of the Pre-paid Telecom Card, including charges for all services, surcharges, fees, and taxes, expressed in minutes.
- b) The Licensee's name as registered with the TRC. A "doing business as" name may only be used if officially filed with the TRC. The language shall clearly indicate that the Licensee is providing the Pre-paid Telecom Card Service;
- c) The toll-free number as required by this Schedule;
- d) The billing Increment expressed in minutes or fractions of minutes and maximum charge per billing increment for Prepaid Telecom Card Service for local, national, international calls will be provided to the Customer through a toll-free number printed on the Pre-paid Telecom Card;
- e) The expiration policy, if the card cannot be used after a date certain. If an expiration date is not disclosed at the time of purchase, the Pre-paid Telecom Card Service will be considered active until the Pre-paid Telecom Service Account is completely depleted;
- f) The recharge policy, if applicable. If an expiration date is not disclosed at the

time Pre-paid Telecom Card Service are recharged, the services will be considered active until the Prepaid Telecom Service Account is completely depleted;

g) A statement that if a Customer is unable to resolve a complaint with the Licensee that the Customer has the right to contact the TRC; and

h) A statement that:

(i) notifies a Customer of the Customer's extent of liability for lost or stolen Pre-paid Telecom Cards, if there is liability; and

(ii) warns a customer to safeguard the Pre-paid Telecom Card against loss or theft.

3.11 The Licensee shall provide an announcement-

a) At the beginning of each call indicating the time remaining on the Pre-paid Telecom Service Account or Pre-paid Telecom Card; and

b) When the Pre-paid Service Account or card balance is about to be completely depleted. This announcement must be made at least one minute before the time expires.

3.12 The Licensee shall provide a toll-free number with a live operator to answer incoming calls twenty-four (24) hours a day, seven days a week or electronically voice record Customer requests or complaints. A combination of live operators or recorders may be used. If a recorder is used, the Licensee shall attempt to contact each Customer no later than the next business day following the date of the recording. Personnel must be sufficient in number and expertise to resolve Customer inquiries. If an immediate resolution is not possible, the Licensee shall resolve the inquiry by calling the customer or, if the Customer so requests, in writing within ten (10) working days of the original request.

3.13 If the Licensee fails to provide services at the rates disclosed at the time of initial purchase or at the time an account is recharged, or fails to meet technical standards, the Licensee shall either refund the Customer for any unused Pre-paid Telecom Card Service or provide equivalent services.

3.14 When the Licensee expects to terminate operations for any reason, the Licensee shall at least thirty (30) days prior to the termination of operations:

3.14.1 Notify the TRC in writing:

a) That operations will be ending;

b) Of the date of the termination of operations; and

c) That the Licensee certifies that the actions required by this subsection have been completed;

3.14.2 Notify each Customer at the address on file with the Licensee, if applicable, that operations will be ending the date of the termination of operations, and explain how Customers may receive a refund or equivalent services for any unused services;

3.14.3 Announce the termination of operations at the beginning of each call, including the date of termination and a toll-free number to call for more information; and

3.14.4 Provide to Customers via its toll-free Customer service number the procedure for obtaining refunds and continue to provide this information for at least sixty (60) days after the date the company terminates operations.

3.15 Within twenty-hour (24) hours after ceasing operations, the Licensee shall deliver to the TRC a list of names, if known, and account numbers of all Customers with unused balances. For each Customer, the list shall include the following:

a) The identification number used by the Licensee for billing and debit purposes, and,

b) The unused time, stated in minutes, as applicable, and the unused Dinar amount of the Prepaid Telecom Service Account.