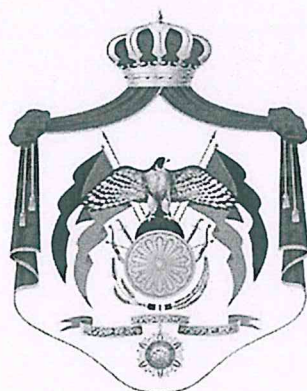


**THE HASHEMITE KINGDOM OF JORDAN
TELECOMMUNICATIONS REGULATORY COMMISSION
(TRC)**



**PUBLIC TELECOMMUNICATIONS CLASS LICENSE TYPE (B) GRANTED
TO**

(company name)

BY THE TELECOMMUNICATIONS REGULATORY COMMISSION

Issued at Amman, (effective date)

[Handwritten signature]

PUBLIC TELECOMMUNICATIONS
CLASS LICENSE AGREEMENT TYPE (B)

THIS LICENSE AGREEMENT *made* on the (effective date)

BETWEEN:

**TELECOMMUNICATIONS REGULATORY COMMISSION (TRC)
of the Hashemite Kingdom of Jordan**

OF THE FIRST PART

and

(Company name), a Jordanian company established under the *Companies Law* and registered at the Ministry of Industry and Trade under the number (..) on (...) (the "Licensee")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

- 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 Board of the TRC has decided to grant to the Licensee a Public Telecommunications Class License Type (B) (the "Operating License"), which is attached to this License Agreement as Appendix 1, to build, operate and manage Public Telecommunications Networks in Jordan;
- C. The TRC and the Licensee now wish to record the terms upon which the Licensee shall be licensed to build, operate and manage Public Telecommunications network in Jordan as contemplated by Article 29 of the Telecommunications Law;

NOW, THEREFORE, the TRC and the Licensee agree 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 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 15 years, beginning on the Effective Date.

1.3 Effective Date

The Effective Date is (.....)

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

On or before the Effective Date, the Licensee shall pay to the TRC an Initial License fee of JD 20,000 (Twenty thousand Jordanian Dinars).

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 Pricing

- 3.4.1 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.
- 3.4.2 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.

3.5 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.

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

(company name)

by: _____
Authorized Signatory

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") ... to issue to (company name) (the "Licensee") a license to build, operate and manage public telecommunications networks 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 Type (B) (the "Operating License"), to build, operate and manage public telecommunications networks 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 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 (**Effective Date**) (original date) 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 fifteen (15) years, beginning on the Effective Date and terminating on (terminating Date).
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, on the (effective date)

**TELECOMMUNICATIONS REGULATORY
COMMISSION**

Per:

Chief Executive Officer

Appendix 2

Schedules

This Appendix contains the following Schedules:

Schedule A	Definitions
Schedule B	General Conditions of Class Licenses type B
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	Special Provisions



THE HASHEMITE KINGDOM OF JORDAN
THE TELECOMMUNICATIONS REGULATORY COMMISSION
SCHEDULE A
DEFINITIONS

1. General

- 1.1 This Schedule A forms part of the License Agreement dated (**Effective Date**) the TRC and (**company name**) (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 "Chief Executive Officer" or "CEO" means the Chief Executive Officer of the TRC.
- 2.3 "Companies Law" means the Companies Law (No. 22 of 1997) of Jordan, and its amendments.
- 2.4 "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.
- 2.5 "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.
- 2.6 "Effective Date" means the date on which the License Agreement was signed and the Operating License was granted.

- 2.7 “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.
- 2.8 “License Agreement” means the License Agreement and all Schedules attached thereto, as amended or modified in accordance with the terms thereof.
- 2.9 “Licensed Activities” means the activities the Licensee is allowed to conduct under the terms of the License Agreement and the Operating License.
- 2.10 “Operating License” means this Public Telecommunications Class License granted by TRC to the Licensee, as amended or modified in accordance with the terms hereof.
- 2.11 “Person” means any individual, company, corporation, partnership, joint venture, consortium, government or governmental entity.
- 2.12 “Public Mobile Wireless Services”:
- 1) Any Telecommunications services and/or activities related to any of the following:
 - A) fixed-wireless communication and/or fixed-wireless access on 2G, 3G, 4G or 5G networks :
 - between Beneficiaries’ terminals (Radio Stations) and other Radio Stations;
 - with any Telecommunications Systems; with any apparatus;
 - with any station or service connected to any telecommunications networks in Jordan or abroad and/or
 - by other mean of Radiocommunications or other technologies
 - B) mobile communication and/or mobile communication access:
 - between Beneficiaries’ terminals (Radio Stations) and other Radio Stations;
 - with any Telecommunications Systems;
 - with any apparatus;
 - with any station or service connected to any telecommunications networks in Jordan or abroad and/or
 - any other mean of Radiocommunications or other technologies.
 - 2) Any services and/or activities supplementary to or connected with the above.
 - 3) Any Information Technologies services and/or activities related to or associated with, or complementary to, or derived from the above (A& B) for the provision of Fifth Generation Services.
 - 4) Any services and/or activities associated with, complementary to, or derived from Fifth Generation Services and technologies.
- 2.13 “Regulations” means any instructions and regulatory decisions issued by the TRC in accordance with the Telecommunications Law.

- 2.14 “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.
- 2.15 “Schedules” means the schedules in Appendix 2 which form an integral part of the License Agreement.
- 2.16 “Telecommunications Law” means the Telecommunications Law (Law No. 13 of 1995) of Jordan, and its amendments.
- 2.17 “TRC” means the Telecommunications Regulatory Commission of Jordan.
- 2.18 “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 LICENSE TYPE (B)

1. General

1.1 This Schedule B forms part of the License Agreement dated (**Effective Date**) between the TRC and (**Company name**) (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 provide an audited annual financial statement and an annual report to TRC 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, 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 License Agreement dated (**Effective Date**) between the TRC and (**Company name**) (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 adequately 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. Non-discrimination

- 3.1 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:
- 3.1.1 Marketing practices, such as the offering of promotional discounts, to the extent such practices do not constitute undue preferences or undue discrimination.
- 3.1.2 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.

HASHEMITE KINGDOM OF JORDAN
TELECOMMUNICATIONS REGULATORY COMMISSION
SCHEDULE D
ANTI-COMPETITIVE ACTIVITIES

1. General

- 1.1 This Schedule D forms part of the License Agreement dated (**Effective Date**) between the TRC to (**company name**) (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. 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 License Agreement dated (**Effective Date**) between the TRC and (**company name**) (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 License Agreement dated (**Effective Date**) between the TRC and (**company name**) (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 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 relevant legislations including Interconnection and infrastructure sharing instructions, and the provisions of the License Agreement, all as may be amended or replaced from time to time. The Licensee shall commit to follow the interconnection and infrastructure sharing instructions as issued by the TRC.
- 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 make 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 and as the TRC issues in this regard;
 - 2.5.5 Lease to such other service providers (licensees) on a non-discriminatory basis, infrastructure 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.

3. Failure to Agree

- 3.1 Regarding interconnection disputes with other licensees, The Licensee shall follow the dispute resolution process prescribed by the related Regulations/ instructions that issued by the TRC in this regard.

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.

Three handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a simple 'V' shape. The second and third signatures are more complex, with the third one appearing to have a circular element at the end.

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 License Agreement dated (**Effective Date**) between the TRC and (**company name**) (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)

Special Provisions

1. General

- 1.1 This Schedule H forms part of the License Agreement dated **(Effective Date)** between the **TRC** and **(company name)** (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. Special Provisions:

In addition to the Licensee obligations under the Law, other applicable Regulations, and this License agreements, the Licensee shall be subject to the following obligations related to the provisions of Class License Type B Services:

- 2.1 The Licensee shall provide sharing of Telecommunications Network subject to the principles of non-discrimination. The infrastructure sharing process shall follow and be implemented according to the instructions and regulations issued by the TRC in this regard.
- 2.2 Every network sharing agreement shall be in writing and shall specify the contractual terms and conditions agreed on by the parties.
- 2.3 Licensees shall meet all reasonable requests for access to its Telecommunications Network Facilities under fair and reasonable terms and conditions, including the price. Such written request shall specify the infrastructure elements for which the access is requested.
- 2.4 The Licensee shall ensure the provision of maintenance services, on the reasonable request of any person to whom it provides any Licensed Services