
Reference Resale Access Offer

BACKGROUND

Oman Mobile Telecommunications Company LLC is a corporation organised and existing under the laws of the Sultanate of Oman having its registered office at P.O. Box 649, P.C. 130, Azaiba ("OMTC"); and, hereby represented by Dr. Amer Awadh Al Rawas, Managing director OMTC.

As the first mobile operator in Oman market, OMTC is desirous to sell, under specific conditions, its Mobile Traffic to third parties through a Mobile Reseller activity. This activity aims to significantly develop the mobile market by increasing the level of mobile penetration and extend the access of mobile services to the mass market in Oman.

OMTC is willing to provide these services to Mobile Resellers in the Sultanate of Oman if Mobile Resellers propose to develop, promote and launch mobile public telecommunications services using such OMTC services, on and subject to the terms and conditions set out thereafter.

A Mobile Reseller should be managed by people with strong and proven expertise in the Telecommunication activity. Mobile Resellers should be able to rely upon a solid capacity to handle all the critical aspects of a Mobile Reseller activity (including but not limited to distribution channels, Customer Care, Technical platforms). These assets will provide Mobile Resellers with an efficient and immediate access to the clients they intend to address, thus enabling a significant increase of mobile penetration amongst population with no or low access to mobile telephony.

OMTC confirmed its interest to proceed with Mobile Resellers which fulfil the stated requirements because of their capacity to provide customers with simple, accessible, complementary offers and to implement alternative marketing and distribution plans which the Oman market requires.

This Reference Resale Access Offer sets out the intentions of OMTC to enter with Mobile Resellers into an agreement with reasonable terms and conditions.

OMTC and Mobile Resellers are hereinafter also referred to individually as a "Party" and collectively as the "Parties".

1 LEGAL EFFECT OF THIS REFERENCE RESALE ACCESS OFFER

- 1.1 This Reference Resale Access Offer is governed by and construed in accordance with the laws of the Sultanate of Oman.
- 1.2 This Reference Resale Access Offer sets out the intentions of the Parties with respect to a potential partnership and outlines the principle terms to be included in an agreement for the implementation of the Resale partnership ("Resale Partnership Agreement"). This Reference Resale Access Offer does not constitute a binding offer. This Reference Resale Access Offer does not represent a complete summary of the contractual or commercial aims of the Parties. This Reference Resale Access Offer does not impose on either Party an obligation to enter into the Partnership Agreement or any other agreement or transaction. Whilst it is the intention of the Parties to try and reach an agreement on the envisaged relationship, it is accepted without reservation that the possible failure to reach a binding agreement based on reasonable terms and conditions shall not be the basis for any claim whatsoever by either Party against the other.
- 1.3 Each Party acknowledges and agrees that the execution of this Reference Resale Access Offer does not guarantee any revenue or business for either Party. However, both Parties agree to view the collaborative venture contemplated by this Reference Resale Access Offer (the "Partnership") as an important relationship, and to seek to communicate improvements in that Partnership as opportunities to work together evolve.

2 CONFIDENTIALITY

- 2.1 Mobile Reseller agrees to keep confidential all discussions, correspondence and information received in connection with negotiations of this Reference Resale Access Offer, any subsequent Resale Partnership Agreement and all terms mentioned hereafter.

3 OBJECTIVES OF THIS REFERENCE RESALE ACCESS OFFER

- 3.1 As soon as reasonably practicable, the Parties will begin good faith negotiations to agree the terms of the Resale Partnership Agreement so as to implement the agreed points of principle set out in this Reference Resale Access Offer, with a view to signing the Resale Partnership Agreement.

4 RESALE PARTNERSHIP AGREEMENT

- 4.1 This Mobile Reseller Activity will enable Mobile Reseller to develop and sell mobile offers to Mass Market end-user. These mobile offers are pre-paid offers including services available on the OMTC Network to its pre-paid customer. These mobile offers will have to be compatible with OMTC Technical Architecture, and the development of these offers will be made in respect of the Network capacity of OMTC.
- 4.2 The Resale Partnership Agreement shall be for a period of five years provided the Mobile Reseller's class II license is still valid and in force.

5 EXCLUSIVITY

- 5.1 Mobile Reseller agrees not to enter into any negotiations or agreements on the provision of national and international Mobile Traffic with other network operators in Oman from the commencement of negotiations with Oman Mobile and within the period of the Resale Partnership Agreement, including the period after the merger between OMTC and OmanTel.
- 5.2 Should Mobile Reseller divulge information received during negotiations and discussions regarding this Resale Reference Access Offer, this Resale Reference Access Offer shall become null and void concerning the Mobile Reseller and all further discussions shall cease.

6 SIM CARDS

- 6.1 OMTC remains the owner of the intellectual property (electrical configuration) of the SIM card chip as it is an integral part of and unique to the OMTC network.
- 6.2 Mobile Reseller has the physical property of the SIM cards.

7 COMMERCIAL CONDITIONS

- 7.1 Mobile Reseller is free to define its commercial policy for the Mass Market and is solely responsible for it. Mobile Reseller owns the decisions on the choices of the offers which will be launched under its brand. These choices will be made in accordance with the terms mentioned above. Mobile Reseller will sell and promote its offers under its brand and under its exclusive responsibility.
- 7.2 Mobile Reseller shall provide adequate skills and quality in terms of: call centers, direct Marketing and direct Sales, tools to handle the request for activation and deactivation of the SIM cards, experienced (tried and tested) tools to handle the billing in a reliable way.
- 7.3 Mobile Reseller retail offers will be made in respect with the Network capacity of OMTC. Offers such as mobile-boxes or bridge GSM transforming the fixed to mobile traffic into mobile to mobile traffic will not be permitted.
- 7.4 Mobile Reseller will not be allowed to speak on behalf of OMTC nor set up an agreement under the name of OMTC. Mobile Reseller offers will not be distributed in OMTC direct channels.
- 7.5 Mobile Reseller is not allowed to resell OMTC Traffic to a third party through a Mobile Reseller activity.
- 7.6 Co-branded offers promoted by the Mobile Reseller must be approved by OMTC.

8 FORECASTS, SERVICE LEVEL

- 8.1 Mobile Reseller shall provide, in good faith, to OMTC a detailed 12 months traffic forecasts for the use of the Service. Such information will include but not be limited to Mobile Traffic and high-level subscriber forecasts. Mobile Reseller shall certify that the forecasts are trustworthy.
- 8.2 These forecasts will enable OMTC to provide Mobile Reseller with equivalent conditions on the Quality of Service as OMTC provides its own customers.

9 TARIFFS CONDITIONS

- 9.1 OMTC Reselling Tariffs will be negotiated as soon as Mobile Reseller agrees to the Reference Resale Access Offer and provides OMTC with a business plan including but not limited to a list of requested services; its technical delivery plan including IT and Business Processes; and its 12 months forecast
- 9.2 Reselling Tariffs can be renegotiated once a year. Mobile Reseller shall commit to pay a certain percentage of the 12 months forecasted traffic for the applicable month.

10 PAYMENT CONDITIONS

- 10.1 OMTC will monthly invoice the Mobile Traffic to Mobile Reseller according to the terms of the Resale Partnership Agreement, and payments shall be made within a maximum of thirty days after the date of invoice. In case of delay, penalty would apply.
- 10.2 Set-up fees shall be required of the Mobile Reseller. .
- 10.3 Performance Bond shall be required of the Mobile Reseller

11 MOBILE RESELLER OBLIGATIONS AND RESPONSIBILITIES

- 11.1 The sale of the Mobile Reseller's offers shall be the sole responsibility of Mobile Reseller. The Mobile Reseller is solely responsible towards the Clients of its offers. It shall indemnify OMTC against any claim, action or suit which may be brought by Mobile Reseller's Clients. Mobile Reseller will compensate OMTC for any costs or direct damage which could be the consequence of the non-execution of this obligation. Mobile Reseller will be responsible for mistakes which are exclusively committed by its staff or subcontractors in the execution of its obligations as planned under this agreement.

- 11.2 Mobile Reseller shall ensure that any offers are in line with its responsibilities and obligations as a Class (II) Service Provider Licensee, do not contradict or interfere with OMTC's obligations and responsibilities as a Class (I) Mobile Operator Licensee.
- 11.3 Mobile Reseller will be required to satisfy all legal obligations regarding the offers including but not limited to: Renewal of the SIM cards (in case of loss, technical problem), Unblocking of the SIM cards, Mobile Number Portability, Legal and Regulatory obligations.
- 11.4 Mobile Reseller will be required to satisfy all legal obligations regarding its activity: ensure protection and confidentiality of the personal data of its Customer Base, provide Public Authorities, including the TRA, with their information (including but not limited to Mobile Traffic, Customer information), respond appropriately to Justice, Police, Defense or Security authority requests and disclose a list providing the access numbers to Intelligence Department, Justice, Police authorities or Medical Emergency services.
- 11.5 Both Parties agree that the brand OMTC shall not be used on communication elements of Mobile Reseller except otherwise specified in the Resale Partnership Agreement or in writing by OMTC

12 OMTC OBLIGATIONS AND RESPONSIBILITIES

- 12.1 For the duration of the Resale Partnership Agreement and on its national GSM Network, OMTC will provide Mobile Reseller with a quality of service as required by its License. OMTC will inform Mobile Reseller of any excess of traffic seen on the Network which might endanger and compromise the quality of service
- 12.2 OMTC will ensure a quality of service as per their Class (I) License provided that the subscriber and usage forecasts fall within the Network capacity of OMTC. OMTC shall not be responsible for any disturbance caused by a third party, Force Majeure, maintenance or evolution on its Network or problem in the propagation of electric waves. OMTC shall not be responsible for any Mobile Reseller services provided on its Network by third parties.
- 12.3 Nothing in this Reference Access Resale Offer obliges OMTC to increase capacity or expand the coverage of the Network if it's not being adequately compensated by the Mobile Reseller. The costs required to enable the Network readiness to host and carry the traffic of the Mobile Reseller, in reliance upon subscriber and usage forecasts warranted by the Mobile Reseller, shall be payable solely by the Mobile Reseller.

13 AGREEMENT NON TRANSFERABLE

- 13.1 The Resale Partnership Agreement between OMTC and the Mobile Reseller can not be transferred, assigned or sold by the Mobile Reseller to a third party without OMTC's prior written consent and without prejudice to Clause 14 below.
- 13.2 The Resale Partnership Agreement is made considering the Capital structure of each Party. Mobile Reseller will inform OMTC of all share transfers or modifications which will affect directly or indirectly the structure and or the control of its Capital
- 13.3 Mobile Reseller shall be able to sell all or a part of its Capital to a third party if it is not a direct or indirect competitor of OMTC. If Mobile Reseller would sell part of its Capital to a third party, thus acquiring the control of Mobile Reseller, OMTC would have the right to terminate the Resale Partnership Agreement immediately

14 CUSTOMER BASE RESALE

- 14.1 If Mobile Reseller intends to sell all or part of its Customer Base to a third party, it will have to obtain OMTC's prior written consent. OMTC will have the right to make a first offer to buy the Customer Base. OMTC shall also have the right of first refusal for Mobile Reseller's offer. Mobile Reseller will inform OMTC of the terms of the agreement reached with any third party. OMTC shall have the right to match the offer made to Mobile Reseller.
- 14.2 In the event the Customer Base is sold to a direct or indirect competitor of OMTC, the Resale Partnership Agreement shall terminate immediately.

15 FRAUD

- 15.1 Mobile Reseller shall use all effective and efficient measures to comply with and take pro-active steps in Fraud Prevention Initiatives;
- 15.2 Mobile Reseller shall not permit the OMTC Network or the OMTC Services to be used for any illegal, immoral or unlawful purpose whatsoever (provided that, for the avoidance of doubt, Mobile Reseller shall use such effective measures as are technically available to it, to monitor the use of its mobile public telecommunications services by its Customers and it shall take all reasonable steps to investigate illegal, immoral or unlawful uses which are reported to it)
- 15.3 Mobile Reseller shall not be involved in, or recklessly, or negligently, permit or negligently allow any Mobile Reseller customer or employee or agent to be involved in any illegality, and to notify OMTC immediately on Mobile Reseller becoming aware of or suspecting any illegal activity.

16 APPENDIX 1 : TECHNICAL AND SECURITY REQUIREMENTS ON SS7

- 16.1 Mobile Reseller's systems (in other words, technical equipment plus associated software) should have had documented significant operational time using SS7 in national or international telecommunications networks. Mobile Reseller shall document and apply quality assurance systems when upgrading/installing new equipment and/or software. Mobile Reseller shall use and confirm to OMTC that it uses the quality assurance systems in its daily operations.
- 16.2 If Mobile Reseller implements items of equipment or software that have not had any documented operational time, the quality assurance systems for installation, upgrading, commissioning and testing must be documented. Mobile Reseller shall use and confirm to OMTC that it uses the quality assurance systems in its daily operations. A special agreement must be made, if, after this, one of the parties requests extended testing. In the event of implementing equipment/software without any documented operational time, the parties may request specially agreed testing. The results of such tests must be documented and accepted by the parties prior to commissioning.
- 16.3 Mobile Reseller must be able to carry out and complete a test procedure on end to end testing for all system interfaces components (e.g. test procedure on SS7). Performing test procedures will also apply when updating/installing new equipment and/or software if the changes might have a significant impact on OMTC's Network or the provision of the OMTC Services.
- 16.4 Mobile Reseller shall ensure correct signalling information relating to the customer/subscriber placing the call regardless of source, and to ensure that there will be no change in such information. The Mobile Reseller shall convey traffic or signalling reports to/from any third party in such a manner as to prevent it from being able to damage OMTC's Network or the provision of the OMTC Services.
- 16.5 OMTC and Mobile Reseller shall establish and maintain systems for monitoring and tracking signalling information, in order to prevent incorrect operation and misuse.
- 16.6 In the event of any changes in the standards of the signalling system, Mobile Reseller will be obliged, at its own expense, to upgrade their own system.
- 16.7 Mobile Reseller shall, at all times, assure that it has at least one person with documented skills in SS7 working as principal point of contact in the area. This person should have at least 1 year's documented and verified experience of working with SS7 in the 2 years prior to that person's appointment.

17 APPENDIX 2: SKILLS REQUIREMENTS

- 17.1 Mobile Reseller shall have an operations centre providing continuous 24-hour cover. Mobile Reseller shall have access to SS7 skills 24-hours a day. If Mobile Reseller's operation of SS7 is based on the use of subcontractors, Mobile Reseller shall present documentation to OMTC to show that the subcontractor concerned satisfies the requirements indicated in these terms and conditions.
- 17.2 If Mobile Reseller meet requirements for an operations centre providing continuous 24- hour cover and 24-hour access to skills by using resources outside Oman (for example, in the case of remote operation), Mobile Reseller shall provide evidence to demonstrate the manner in which the other requirements defined in this Agreement will be fulfilled, including safety procedures as well as physical and logical measures and personnel safety.
- 17.3 Mobile Reseller shall supply its own IN, at its own expense, and not rely upon OMTC IN.
- 17.4 Mobile Reseller shall provide, at its own expense, an sms gateway or other such similar device as a rating / charging mechanism for content provision, sms and data roaming. The Gateway shall only function as an interface to Oman Mobile's SMSc not be able to forward the actual Short messages to the destination handset or subscriber. Message termination function shall not be enabled/activated.

18 **APPENDIX 3: PHYSICAL AND LOGICAL SECURITY REQUIREMENTS**

- 18.1 If Mobile Reseller decides to collocate with OMTC then OMTC physical building housing the network elements that can be logged on to for SS7 operating functions and access Mobile Reseller systems must be protected in accordance with the following minimum requirements:
- a) outer doors must be manufactured in accordance with co-location international standards Grade 2. Doors must be equipped with at least one approved locking device.
 - b) telecommunications engineering equipment must be located in rooms with no windows. If it is impossible to avoid windows, for particular reasons, the glass thickness must be compliant with defined co-location international standards.
 - c) the building must be equipped with an approved AIA (Automatic Intruder Alarm). Buildings that are particularly exposed (such as buildings that have previously been subject to burglary), or parts of buildings, must be equipped with access control and/or Interactive TV.
- 18.2 If circumstances dictate that the building as a whole may not be secured in accordance with this requirement, any rooms in which the equipment and operations terminals are to be located must satisfy this requirement.
- 18.3 Mobile Reseller shall have an internal system for obtaining a confidentiality declaration from those members of their own staff who are going to come into contact with networks belonging to OMTC. The confidentiality pledge must be signed and should be stored in a satisfactory manner. The declaration is intended to prevent any confidential information coming into the possession of unauthorised persons or from being misused.
- 18.4 Mobile Reseller shall develop and establish standards and procedures for IT security, including procedures for maintaining user privileges. Strict user authentication will be required, and/or encryption of the connection, if the user has access to SS7 from a location other than the central unit, e.g. in the event of remote operation. Single-use password systems are often used when strict authentication is applied. In the event of remote login, other options that could be used for strict authentication would be RLN (Remote LAN Node), or TTP and a smart card with a digital signature. All these options need to be agreed between OMTC and Mobile Reseller.

19 APPENDIX 4: CO-LOCATION AND CONNECTIVITY REQUIREMENTS

- 19.1 OMTC physical building housing Mobile Reseller systems is expected to provide high class co-location services and provide a secure space for Mobile Reseller equipment, HVAC, power with backup, and a monitored network in order to assure the highest level of security, redundancy, infrastructure and reliability.
- 19.2 OMTC and Mobile Reseller must develop and establish standards and procedures in order to give access (on-site or remote) to Mobile Reseller personnel to maintain and operate Mobile Reseller systems.
- 19.3 OMTC shall provide to Mobile Reseller mobile within their co-location site where Mobile Reseller systems are hosted, access to experienced and qualified network engineers with application-level expertise to support and help with Mobile Reseller installation, configuration, maintenance and repair activities.

20 APPENDIX 5: CUSTOMER SERVICE

- 20.1 OMTC will not offer any Customer Service-related services to Mobile Reseller Subscribers directly.
- 20.2 Without exception, all Customer Service-related Services for Mobile Reseller Subscribers must be offered by Mobile Reseller, or a third party designated by Mobile Reseller. Mobile Reseller shall not refer its own subscribers to OMTC Customer Care.
- 20.3 OMTC shall provide on-line technical support services to Mobile Reseller, to the extent reasonably possible.

21 APPENDIX 6: INDICATIVE RESALE PRICES

21.1 From the Commencement Date, Mobile Reseller hereby shall pay to OMTC the following Charges for OMTC Services

Indicative Resale Prices			
National outgoing calls (RO/min)	Peak (60/30 billing)	0.04675	
	Off-Peak (60/30 billing)	0.03825	
International outgoing calls (RO/min) (60/30 billing increment)	Tariff 1	Peak	0.169
		Off-Peak	0.103
	Tariff 2	Peak	0.169
		Off-Peak	0.118
	Tariff 3	Peak	0.189
		Off-Peak	0.162
	Tariff 4	Peak	0.198
		Off-Peak	0.166
	Tariff 5	Peak	0.217
		Off-Peak	0.187
	Tariff 6	Peak	0.237
		Off-Peak	0.189
	Tariff 7	Peak	0.248
		Off-Peak	0.196
	Tariff 8	Peak	0.298
		Off-Peak	0.231
	Tariff 9	Peak	0.347
		Off-Peak	0.294
	Tariff 10	Peak	0.421
		Off-Peak	0.343
SMS (RO/Message)	National	0.0085	
	International	0.0425	
MMS	National (RO/100kb)	0.0420	
	International (RO/50kb)	0.1386	
National data exchange (RO/kb)		0.0004	
Set-up fees (RO)			
Implementation		250,000	
Monthly		2,500	
MSISDN provisioning			
Implementation (RO/MSISDN)		1	
Monthly (RO/MSISDN)		1	

21.2 All charges set out in paragraph 21.1 shall be paid within 30 days of receipt of invoice.

21.3 National Outgoing Voice Calls shall have the billing increment / billing pulse of 60:30, i.e. OMTC will charge Mobile Reseller minimum one full minute and after that in increments of 30 seconds.

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- 21.4 International Outgoing Voice Calls will have the billing increment / billing pulse of 60:30, i.e. OMTC will charge Mobile Reseller minimum one full minute and after that in increments of 30 seconds.
- 21.5 SMS is always charged per SMS.
- 21.6 MMS is charged per 50 kilobyte message for international MMS and per 100 kilobyte message for national MMS.
- 21.7 National data exchange / GPRS is charged per kilobyte.
- 21.8 For traffic when Mobile Reseller customers are roaming abroad (international roaming), OMTC shall charge Mobile Reseller on the billing increment / billing pulse of 60:60 (i.e. OMTC will charge Mobile Reseller minimum one full minute and after that in increments of 60 seconds) the same tariffs as it charges its own customers less a 1% discount (i.e. retail price minus 1%).