

ANNEX F-1
Special Terms and Conditions

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1 General

- 1.1 This Annex provides special terms and conditions with applicable rates as agreed between the Parties, applicable to the provision of Mobile Access Services provided under Annex B-11 (Mobile Access Services) of the Reference Access and Interconnection Offer. In the event of any contradiction between this Annex F1 (Special Terms and Conditions) and the Main Body of the A&I Agreement or any other Annexure of this Agreement, then this Annex F1 shall prevail.
- 1.2 The Mobile Access Services shall commence on the Commercial Launch Date provide the following is completed:
 - (a) TRA's approval of this Agreement including this Annex F-1 (Special Terms and Conditions)
 - (b) Sign off of the user acceptance test by both Parties
 - (c) Completion of the Testing Period.
- 1.3 The Testing Period shall not exceed two (2) months from the sign off of the user acceptance test by both Parties, unless further testing is necessary to meet security compliance requirements.
- 1.4 During the Testing Period the Services shall be charged based on usage as per the respective service ARR minus the applicable wholesale discount rate.
- 1.5 The tariffs for all Services shall be billed in Omani Rials (OMR).
- 1.6 The tariffs are exclusive of VAT and any applicable taxes.

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2 Definition

The definitions in Annex A shall apply to this Annex in addition to the following:

ARR shall mean Average Retail Rate calculated as total revenue for a specific service divided by the total units of usage of that service within a period of time equivalent to one calendar quarter in accordance with TRA's approved ARR methodology. The applicable ARR to any given quarter shall be either a Pre-Paid ARR or a Blended ARR for all wholesale billing and shall not be used as a combination at any given billing period. The applicable ARR shall be shared by Ooredoo with Awasr on a quarterly basis upon TRA's approval within one (1) Business Day. Clause 14 of this Annex F-1 sets out the ARR calculation methodology and shall come into effect upon commencement of the Agreement.

Awasr shall mean Access Seeker or Reseller.

Blended ARR shall mean the ARR calculated as per TRA's approved methodology comprising of both pre-paid and post-paid segments as one rate for the respective service.

Blended TPIC shall mean the weighted average rate for the destination to be paid to International Operators for call terminations.

Commercial Launch Date means the date on which Ooredoo opens the full IMSI range following notification from Awasr, after the end of the Testing Period.

Customer shall mean a SIM (physical or e-SIM) identified by an IMSI number belonging to an Awasr customer that avails Mobile Access Services provided by Ooredoo.

ETC shall have the meaning given to it in Clause 11.1.

Initial Term shall have the meaning given to it in Clause 4.1.

International Bundle shall have the meaning given to it in Clause 6.5.

Margin Share shall have the meaning given to it in Clause 6.2.

Mobile Access Services shall mean Ooredoo providing Awasr with access to Ooredoo Mobile Network, as described in Annex B11 of the Agreement, for the purpose of supplying retail mobile services (i.e. voice, data and SMS) to Awasr Customers.

On On-Net Minutes shall mean Awasr Customer calling another to Awasr Customer only.

Ooredoo shall mean Access Provider.

Pass Through Offers shall have the meaning given to it in Clause 12.1.

Pre-Paid ARR shall mean the ARR calculated as per TRA's approved methodology comprising of pre-paid segment only.

Renewed Term shall have the meaning given to it in Clause 4.2.

Roll-Off Period shall have the meaning given in Clause 11.4.

Term shall mean the Initial Term and Renewed Term.

Testing Period shall mean the first period of the Initial Term during which Ooredoo shall open only 100 IMSI range numbers for Awasr's internal usage upon sign-off of the user acceptance test for the set-up of Mobile Access Services by both Parties.

Territory means the Sultanate of Oman.

Third Parties International Costs or "TPIC" all have the meaning given to it in Clause 6.3.

Thirty Day Active Customer shall mean a SIM (physical or e-SIM) identified by an IMSI number that has used at least one of the following chargeable pre-paid and post-paid services: call, SMS and/or data session on their mobile account, or, paid-off any due post-paid amount, or a bill has been issued for a post-paid Customer in that respective calendar month.

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3 ARR

3.1 ARR by Segment

- 3.1.1 Ooredoo shall provide Awasr with Pre-Paid ARR from the date following the sign-off of the user acceptance test by both Parties and thereafter shall continue to provide Awasr with Pre-Paid ARR on quarterly basis upon receiving TRA's approval.
- 3.1.2 Ooredoo shall charge Mobile Access Services on the basis of the Pre-Paid ARR minus the applicable wholesale discount until Awasr reaches 25,000 (twenty-five thousand) Thirty Day Active Customer in mobile post-paid segment.
- 3.1.3 From the month in which Awasr reaches 25,000 Thirty Day Active Customer in mobile post-paid segment and onwards:
- (a) Ooredoo shall charge Mobile Access Services on a Blended ARR basis; and
 - (b) Ooredoo shall continue to provide Awasr with a TRA approved Blended ARR on quarterly basis.
- 3.1.4 In the event the Thirty Day Active Customer in mobile post-paid segment drops below 25,000:
- (a) Ooredoo shall charge Mobile Access Services on a Pre-Paid ARR basis effective from the following month to that in which the drop took place, and until such time Awasr reaches 25,000 Thirty Day Active Customer in mobile post-paid segment or above; and
 - (b) Ooredoo shall provide Awasr with a TRA approved Pre-Paid ARR on quarterly basis.
- 3.1.5 Awasr shall provide Ooredoo with their Thirty Day Active Customer base for both pre-paid and post-paid segments of its Mobile Access Services on a monthly basis.
- 3.1.6 Awasr shall direct its statutory external auditor to provide Ooredoo with an independent verification of the Thirty Day Active Customer base for both pre-paid and post-paid segments on a half-year basis. In the event of any variation to the Thirty Day Active Customer of both pre-paid and post-paid segments a true up recalculation of charges shall apply based on the identified applicable wholesale discount, in accordance with table (A) in Clause 5.1 of this Annex F1 (Special Terms and Conditions) and Clauses 3.1.3 and 3.1.4 shall apply as applicable. The Parties shall settle the variation to Receiving Party within thirty (30) days from the date of the variation invoice.
- 3.1.7 the ARR charges shall be calculated as per Clause 14 of this Annex F-1 (Special Terms and Conditions) and, shall be submitted for TRA approval within 10 (ten) days from the beginning

of each quarter. For the avoidance of doubt, the rates shall apply retrospectively from the start of the quarter following TRA approval in accordance to clause 3.2.

3.1.8 Ooredoo shall provide TRA approved rates for the applicable ARR segment for the specific quarter as specified under this Clause 3.1.

3.2 ARR RATE APPLICABILITY

3.2.1 In the event the newly calculated ARR for the next quarter is less than or equal to the ARR recorded for the previous quarter, the ARR for the next quarter shall be recorded as the newly calculated ARR, and shall be applied for the next billing period.

3.2.2 In the event the newly calculated ARR for the next quarter is higher than the ARR recorded for the previous quarter, the ARR for the next quarter shall remain unchanged from the previous quarter, with the exception that if the ARR has increased during two (2) consecutive quarters, then the ARR for the latest quarter shall be recorded as the new ARR calculated for the next quarter, and shall be applied for the next billing period.

3.2.3 In the event that the applicable ARR shift from Pre-Paid ARR to Blended ARR or vice versa, then Clauses 3.2.1 and 3.2.2 shall not be applicable. Instead, in the event that the newly calculated ARR for the next quarter:

- (a) is less than or equal to the ARR recorded for the previous quarter, then the ARR for the next quarter shall be recorded as the newly calculated ARR, and shall be applied for the billing period.
- (b) is higher than the ARR recorded for the previous quarter, then the ARR for the next quarter shall remain unchanged from the previous quarter and shall only change from the subsequent quarter if the applicable ARR segment remains the same, and accordingly, the ARR for the latest quarter shall be recorded as the new ARR calculated for that subsequent quarter, and shall be applied for the billing period.

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4 Term

- 4.1 The Mobile Access Services shall commence on the Commercial Launch Date and continue for a period of five (5) years (the "**Initial Term**").
- 4.2 Upon expiry of the Initial Term or the Renewed Term, the Mobile Access Services shall be automatically renewed for subsequent twelve (12) month periods or as agreed in writing between the Parties ("**Renewed Term**") with the same terms and conditions applicable prior to the expiry of the Initial Term, unless either Party notifies the other Party of its intention not to renew the Mobile Access Services at least twelve (12) months before the expiry of the Initial Term or any Renewed Term.
- 4.3 During the Term, Awasr may not commercially launch substantially similar services to the Mobile Access Services with another Class 1 Licensee in the Territory.
- 4.4 The Mobile Access Services along with Agreement shall automatically terminate if either Party's relevant telecommunications license expires without renewal.

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5 Applicable Wholesale Discount

- 5.1 The following wholesale discount slabs shall apply based on the Thirty Day Active Customer base, for the monthly billing during the Term.

Table (A) - Applicable Wholesale Discounts

THIRTY DAY ACTIVE CUSTOMER BASE (TOTAL OF BOTH PRE-PAID AND POST-PAID SEGMENTS)	RETAIL MINUS WHOLESale DISCOUNT FOR MOBILE RESALE
0-150,000	ARR minus 40%
150,001-250,000	ARR minus 43%
250,001 + ONWARD	ARR minus 45%

- 5.2 Ooredoo shall provide Awasr with thirty (30) free On On-Net Minutes per month for each Thirty Day Active Customer for both active pre-paid and active post-paid Customers as a pool of free On On-Net Minutes for Awasr to commercialise to Thirty Day Active Customers at its sole discretion. The Parties agree that there shall be no roll-over of such unused free On On-Net Minutes in any month to any following month during the Term.
- 5.3 The following services shall be provided in line with the A&I and based on the wholesale discounts set out Table (A) above:

Mobile Data Resale: ARR (National Data for Prepaid or Blended Segment, whichever applicable) minus % of wholesale discount, based on the Thirty Day Active Customer base.

Mobile National Calls (Origination): ARR (National Call for Prepaid or Blended Segment, whichever applicable) minus % of wholesale discount, based on the Thirty Day Active Customer base.

Mobile National SMS (Origination): ARR (National SMS for Prepaid or Blended Segment, whichever applicable) minus % of wholesale discount, based on the Thirty Day Active Customer base.

Mobile International SMS (Origination): ARR (International SMS for Prepaid or Blended Segment, whichever applicable) minus % of wholesale discount, based on the Thirty Day Active Customer base.

- 5.4 Other services not mentioned above are chargeable as per the agreed terms mentioned in the A&I Agreement and its annexures as amended.

6 International Calls

At the request of Awasr, Ooredoo shall, along with the Margin Share (International Calls originating by Awasr Customers) provide, any of the following additional options:

- International Calls Being Terminated by Ooredoo
- International Calls handed over to Awasr International Gateway
- Call by Call Carrier Selection and Carrier Pre-select services as per RAIO

Requests by Awasr for the abovementioned services shall be agreed between the Parties within no less than 30 (thirty) days prior to commencement of the abovementioned services. For the avoidance of doubt, commencement of such services shall be on the 1st of the month following the 30 (thirty) day period.

The Services and their respective rate calculations are set out below:

(a) Margin Share (International Calls originating by Awasr Customers):

- 6.1 Ooredoo shall provide at Margin Share international voice services initiated by Awasr Customers that are routed through Ooredoo's international gateway to international operators for onward termination.
- 6.2 The revenue received from Awasr Customers for all outgoing international voice traffic, after the exclusion of all Third Parties International Costs and any applicable governmental taxes and VAT, for international voice shall be split equally between the Parties as 50% to Ooredoo and 50% to Awasr ("**Margin Share**").
- 6.3 Ooredoo shall be responsible for the payment of international third parties termination costs for international voice in effect to such third parties that Ooredoo incurs from its bilateral deals with international operators per destination (collectively hereinafter as "**Third Parties International Costs**" or "**TPIC**") and Awasr shall reimburse Ooredoo for TPIC, which shall be invoiced by Ooredoo to Awasr along with the Margin Share receivable to Ooredoo.
- 6.4 Awasr may, only once in consecutive twelve (12) calendar months, request to move some or all international destinations from Margin Share to Awasr International Gateway and vice-versa, by giving Ooredoo no less than thirty (30) days' notice of such change. Such change will take effect on the 1st of the month following the thirty (30) days' notice.
- 6.5 Awasr shall allocate the revenue from retail bundled package that include international voice service ("**International Bundle**") to each service included in such International Bundle based on the actual consumption of each services provided within the International Bundle,

whether such International Bundle has expired or has been fully utilized. The bases of revenue allocation for the respective services within the International Bundle shall be based on the stand-alone Awasr's average retail rates for each respective service forming part of International Bundle. All revenue and usage from unexpired International Bundles shall be carried forward until the date of expiry of the International Bundle subscribed by Awasr Customer. Only the allocated revenue of the international voice service from the International Bundle shall be Margin Shared after deduction of TPIC. The stand-alone international service packages offerings by Awasr shall be Margin Shared based on the retail value of such stand-alone international service packages offerings divided by the service consumption after deduction of TPIC.

For Example:

If Awasr's has an International Bundle of OMR 1.500 to provide Customers with 1 GB of national data and 10 international voice minutes.

If the utilization of such International Bundle by Customer is 0.95 GB and 9 minutes.

Accordingly:

Awasr's average retail rate for national data= OMR 1.000/GB

Awasr's average retail rate for international voice= OMR 0.100/Minute

The allocated revenue of each service shall be calculated as follows:

*National data service calculated revenue = (actual data usage in GBs in the International Bundle * Awasr's average retail rate for data)*

$$= (0.95 \text{ GB} * \text{OMR } 1.000/\text{GB}) = \text{OMR } 0.950$$

*International voice service calculated revenue = (actual International voice usage in minutes in the International Bundle * Awasr's average retail rate for International voice)*

$$= (9 * \text{OMR } 0.100/\text{Minute}) = \text{OMR } 0.900$$

International Bundle calculated revenue = Sum of all services calculated revenue

$$= \text{OMR } 0.950 + \text{OMR } 0.900 = \text{OMR } 1.850$$

*International voice allocated revenue in the International Bundle = International Bundle retail price * (International voice service calculated revenue/ International Bundle calculated revenue)*

$$= \text{OMR } 1.500 * (\text{OMR } 0.900/\text{OMR } 1.850) = \text{OMR } 0.730$$

The OMR 0.730 shall be shared as Margin Share after deduction of TPIC, whilst the national data shall be charged based on applicable ARR minus the applicable wholesale discount as per above Clause 5.1.

- 6.6 Ooredoo shall, on a monthly basis, provide Awasr with the Blended TPIC in effect per destination for that period.
- 6.7 Ooredoo shall notify Awasr on changes of any TPIC and charging mechanism as and when such changes occur. Ooredoo shall charge Awasr under the same charging mechanism

(example: 60/60, per second, etc.) as it is being charged by the destination country or per Ooredoo's international partners.

- 6.8 For the purpose of Margin Share calculation, Awasr shall, on a monthly basis, provide the revenue allocation details to Ooredoo for all International Bundles as described in Clause 6.5.
- 6.9 Awasr shall direct its statutory external auditor to provide an independent verification of the Margin Share data provided by Awasr on a half-year basis to Ooredoo. Any variation in the Margin Share data identified by the statutory external auditor shall require a true up recalculation of the Margin Share to Ooredoo. The Parties shall settle the variation, if any, to the receiving Party within thirty (30) calendar days from the date of the variation invoice.

(b) International Calls Being Terminated by Ooredoo:

- 6.10 Based on Awasr's request, Ooredoo shall manage international calls originated by Awasr's Customers. The charges for such international calls shall be the applicable rates for the period for Mobile Call Origination rate plus the National Bilateral Transit Rate plus the effective International Termination Rate by destination that Ooredoo incurs from its bilateral deals with international operators per destination, plus an admin fee of 25% applicable only on the International Termination Rate.

For Example:

4.0 (Mobile Call Origination rate) + 1.95 (National Bilateral Transit Rate) + (10 baiza x 1.25) = 18.45 baiza per minute (where 10 baiza is assumed to be country x blended (mobile and fixed) termination rate per minute).

- 6.11 Ooredoo shall, on a monthly basis, provide Awasr with the Blended TPIC currently in effect per destination.
- 6.12 Ooredoo shall notify Awasr on changes of any TPIC and charging mechanism as and when such changes occur. Ooredoo shall charge Awasr under the same charging mechanism (example: 60/60, per second, etc.) as its being charged by the destination country.
- 6.13 The final charge for the month shall be rounded up to a minute.

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(c) International Calls handed over to Awasr International Gateway:

- 6.14 Based on Awasr's request, international calls originated by Awasr Customers shall be handed over by Ooredoo to Awasr's international gateway. The charges of such calls shall be the Mobile Call Origination rate plus the National Bilateral Transit Rate.

For Example:

4.0 (Mobile Call Origination rate) + 1.95 (National Bilateral Transit Rate) = 5.95 baiza per minute.

- 6.15 In the event that Awasr ceases to operate its international gateway permanently during the Term, Ooredoo shall provide international voice services initiated by Awasr Customers that are routed 100% through Ooredoo's international gateway to international operators for onward termination at Margin Share.

(d) Option for Call by Call Carrier Selection and Carrier Pre-select services as per RAIO

- 6.16 At Awasr's request, Awasr may also opt to use the call by call carrier selection and carrier pre-select in accordance with A&I Regulations. For which Awasr shall sign a separate order form, as per the commercials agreed between the Parties and approved by the TRA.

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7 National Roaming within Oman (inclusive of Universal Service Obligations (USO) Usage)

- 7.1 Any national roaming by Awasr Customer in USO or in non-USO areas (where Ooredoo has national roaming agreement with other national mobile operators) that are managed by operators other than Ooredoo, shall be charged monthly by Ooredoo to Awasr at cost as levied by other national mobile Operators to Ooredoo for roaming charges within their respective mobile networks, without the imposition of any additional charges
- 7.2 Awasr shall settle USO invoice within thirty (30) days from the invoice date, unless otherwise agreed by the Parties.
- 7.3 Any late payment penalties applicable for this Service, shall be charged as per the terms of this Agreement.

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8 Access to 5G

- 8.1 Ooredoo shall offer Awasr 5G mobile services in return for a set-up fee, that shall be paid prior to the commencement of the 5G mobile services, amounting to:
- (a) Ooredoo's cost of integrating Awasr to its 5G network, plus 25% admin fee; or
 - (b) A capped setup fee not exceeding OMR 100,000, whichever is lower.
- 8.2 At the request of Awasr, Ooredoo shall provide Awasr with an independent verification from its external auditor for Ooredoo's cost of integrating Awasr to its 5G network. For the avoidance of doubt, the auditors' report shall only provide confirmation on whether Ooredoo's costs for integrating the network is accurate and shall not include any sensitive commercial and competitive data or information.

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9 Security Related Obligations

- 9.1 Each Party shall be responsible, at its own cost, to ensure its own compliance with the national security requirements made by the relevant competent authorities. For the avoidance of doubt, Ooredoo shall comply with national security requirements, including that are related to requests made by competent security and legal authorities, that are related to Ooredoo's network and traffic that is available to Ooredoo, and Awasr shall comply with national security requirements, including that are related to requests made by competent security and legal authorities, that are related to Awasr's Customers' data and their activities that is available to Awasr.
- 9.2 Awasr shall be the sole interface in terms of receiving, handling and answering any legal and or criminal proceeding with any competent authorities relating to Awasr's Customers including but not limited to responding for court appointed experts, investigations conducted by ROP or public prosecution. Ooredoo will facilitate and assist Awasr in complying with such cases by provisioning of network related information only, such as CDRs to Awasr.
- 9.3 Without prejudice to 9.1 and 9.2, The Parties may agree that one Party becomes the sole interface for provisioning of both network related and Customer information only to national security requirements with the relevant competent authorities, after both Parties had negotiated in good faith and agreed to the applicable commercials, requirements and scope for such arrangement before such service is provided as one file.

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10 Fraud

- 10.1 Awasr shall comply with all applicable laws, Regulations and TRA Directives to combat fraud including, but not limited to, invalid Customer ID verifications or manipulation, unsolicited communication, fraudulent content resulting in scam, spam or spoof messages, manipulation of calling line identification (CLI), bypass and other irregular or illegal traffic, unauthorized subscription of any service, artificial traffic inflation, forgery of any record, unauthorized personal data disclosure and any international bypass as national traffic.
- 10.2 It is the primary responsibility of Awasr to establish systems and conduct fraud prevention operations, including the detection, prevention and investigation of fraud, and to establish fraud prevention procedures to protect Ooredoo's network from any fraudulent activities committed by Awasr's Customers. For the avoidance of doubt, Ooredoo shall not be responsible to take any action nor prevent fraud caused by Awasr Customers except to the extent required in accordance with the terms of this Agreement or where such action has been mutually agreed in writing by authorised representatives of both Parties.
- 10.3 The Parties agree to share the relevant appropriate information with each other, as required, in relation to fraud prevention operations.
- 10.4 When fraud or an illegal activity including, but not limited to abnormal usage profile attributable to illegal SIM-boxing, is suspected by either Party, both Parties shall co-operate in good faith to verify, control and solve it within the shortest possible period.
- 10.5 Notwithstanding the foregoing, where Ooredoo detects fraud or illegal activity on Ooredoo's network due to Awasr Customer activity, Ooredoo shall have the right to take immediate action against Awasr's Customer, which may include a suspension of services, blocking of traffic or international numbers or any other measures deemed necessary by Ooredoo on the relevant Awasr Customer or groups of Awasr Customers, without prior notice to Awasr where the activity was considered to pose a threat to Ooredoo's network or where such immediate action was required to prevent further exposure or damages. Ooredoo will notify Awasr about any such actions as soon as reasonably practicable.
- 10.6 Awasr shall be liable for all costs duly incurred, and invoiced by Ooredoo, regardless of any fraud situation between Awasr and Awasr Customers which may affect the amount of retail revenue Awasr receives.
- 10.7 Awasr shall indemnify Ooredoo for any losses or damages which arise due to or resulting from Awasr's failure to comply with or breach of its obligations as set out in this Clause 10, including any fraud, gross negligence or utter bad faith on the part of Customers.

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- 10.8 Ooredoo shall not be liable for any claims, damages, losses or revenue reductions incurred by Awasr as a result of any fraud prevention action or other treatment undertaken by Ooredoo to prevent, deduct or mitigate fraud or any other illegality.

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11 Termination

- 11.1 In the event that Awasr terminates the Mobile Access Services before the end of the Term, Awasr shall pay early termination charges ("ETC") for the remaining period of the Term.
- 11.2 Termination of the Mobile Access Services or any part thereof shall not affect the accrued rights and remedies of either Party up to the date of termination.
- 11.3 The ETC's shall be calculated as follows:

ETC = the average of the charges billed in the last six (6) invoiced months for the respective terminated Service multiplied by the number of months remaining in the Term.

- 11.4 In order to enable Awasr to replace the Services with equivalent services provided by another network operator and to support the provision of customer services to Awasr Customers in the interim, both Parties will cooperate to ensure orderly transfer of the Services for a period of up to a maximum of twelve (12) months after the date of termination of the Mobile Access Services ("Roll-Off Period") subject to Awasr providing a bank guarantee, deposit or prepayment as Ooredoo may reasonably require prior to the Roll-Off Period.
- 11.5 During the Roll-Off Period Ooredoo will act in good faith and use its best endeavours to assist Awasr with such transfer and Ooredoo will continue to provide the Services pursuant to applicable terms of this Agreement or commercially agreed between the Parties.
- 11.6 During the Roll-Off Period, Awasr shall be charged in accordance with the standard applicable A&I terms and rates.
- 11.7 Before the end of the Roll-Off Period:
- (a) each Party must pay the other Party any amount due and owing to the other Party under this Agreement;
 - (b) any licenses provided under this Agreement in relation to the Intellectual Property Rights of both Parties shall expire;
 - (c) Awasr shall cease to use Ooredoo's Intellectual Property and remove (at Awasr's own cost) from any establishment or place all representations of Ooredoo's Intellectual Property including without limitation all signs or display material bearing the Ooredoo Intellectual Property and deliver (at its expense) to Ooredoo (or to any person nominated by Ooredoo) such products and other materials in its possession or under its control which reproduce or display Ooredoo's Intellectual Property or, at the election of Ooredoo, destroy such products and other materials and provide Ooredoo with written confirmation of the same; and Access Seeker shall disconnect or allow (at Awasr's own cost) Ooredoo to disconnect all facilities and equipment from Ooredoo property, premises and facilities.
- 11.8 Ahead of any applicable termination, to the extent circumstances allow, Awasr, acting reasonably and in good faith shall afford to Ooredoo the opportunity and a reasonable length



of time in which to negotiate with Awasr terms and conditions for a new agreement to extend or supersede this Annex.

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12 Pass Through Offers

- 12.1 Awasr may avail Pass Through Offers of Ooredoo's mobile offers on a non-discriminatory, wholesale basis at a Retail Minus percentage in accordance with Article 26 of the Access and Interconnection Regulation. Ooredoo shall provide such Pass Through Offers at a fixed rate of retail minus 40% (forty percent) throughout the Term, provided that Awasr launches such mobile offers:
- (a) for the same duration of the respective offers; and
 - (b) with Awasr providing such Pass Through Offers on terms and conditions identical to those offered by Ooredoo to its consumers.
- 12.2 For the avoidance of doubt, any modification by Awasr that enhances the value provided to Customers including but not limited to, any combination of the Pass Through Offer including but not limited to free recharge and/or other retail services, shall nullify Awasr's right to the Pass Through Offer and shall result in charging such modified Awasr mobile offer in accordance with Section (5) Applicable Wholesale Discount of this Annex F1, as applicable for the relevant period.
- 12.3 Offers that are availed as Pass Through Offers at Retail Minus 40% shall be excluded from the calculations of Ooredoo's ARR for respective quarter.

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13 Roll Over

13.1 The Parties agree that there shall be no roll-over of unused data/call/SMS in any month to the following month during the Term.

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14 ARR Methodology

The following process will be used for calculating the rates of Mobile Access Services provided by Ooredoo. the rates are based on the Average Retail Rate (ARR) minus wholesale discount as described under Clause 5 of this Annex F-1

14.1 Relevant Periods

The Quarters start from first day of January, April, July and October and are named Q1, Q2, Q3 and Q4 respectively.

14.2 Pricing Methodology

The Wholesale Rate (WSR) is calculated using the below formula:

$$\text{WSR} = \text{ARR} (1 - \text{Retail Minus percentage})$$

The Retail Minus percentage is the discount rate as set out under Clause 5.

The ARR minus wholesale discount shall apply to the Services set out under Clause 5.3

The following methodology shall be used for implementing the Retail minus of ARR in accordance with the A&I Regulations.

14.3 Calculations

14.3.1 Ooredoo will calculate the **Average Retail Rate (ARR)** for each Service on a quarterly backward-looking basis using the formula:

$$\text{ARR} = (\text{Total Retail Revenue from the Service}) / (\text{Total units of the Service consumed}).$$

The Services are:

- (i) circuit-switched calls (i.e. voice, fax, video and circuit-switched data) that originate from Ooredoo end users on Ooredoo Network (units being minutes);
- (ii) text messages that originate from Ooredoo end users on Ooredoo Network (units being number of text messages); and
- (iii) packet-switched data sessions initiated by Ooredoo end users on Ooredoo Network (units being GB).

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14.3.2 The units for each Service include the units consumed in Ooredoo Retail Offer ("ORO") bundles. The total units consumed in ORO bundles are the charging units measured and applied by Ooredoo from the bundle allowance. The units consumed will also include units consumed as part of any promotional, discounted, bonus or free-of-charge data and other usage, whether "above the line" or "below the line" (e.g., in any starter packs, free bundles, short-validity bundles and app- or URL-restricted bundles).

14.4.3 With exception to Pass Through Offers as described under Clause 12, where ORO's are availed by Awasr as Pass Through at Retail Minus, 40% shall be excluded from the calculations of Ooredoo's ARR for respective quarter.

14.4 Total Retail Revenue

14.4.1 The Total Retail Revenue for each Service will be the total retail revenue earned by Ooredoo during the relevant quarter from providing that Service to Ooredoo end users.

14.4.2 The Total Retail Revenue shall include revenues earned from all of its consumer segregated by pre-paid and post-paid segments. On meeting the terms of Clause 3.1.3 above, Awasr shall be charged for Mobile Access Services on a blended (total average rate mix of prepaid and postpaid segments of Voice, text message (SMS), and Data) mobile ARR basis, as one blended rate for respective mobile Voice, SMS and Data services which shall then be charged as ARR minus the applicable wholesale discount.

14.4.3 In the case of circuit-switched calls or text messages from Ooredoo end users, the Total Retail Revenue:

- a) shall include calls or text messages to domestic destinations; but
- b) except as contemplated in this Clause 14.4, shall exclude calls or text messages to international destinations (and the relevant units consumed shall not take into account these calls or text messages).

14.4.4 The Total Retail Revenue (segment based or blend) shall exclude any handset revenues, revenues from any telecommunications services which are not Services (including value added services and international roaming), any revenue and usage arising out of offers that are part of Ooredoo's temporary Corporate Social Responsibility (CSR) programs or initiatives, Internal Usage and revenues from any non-telecommunications services (e.g. mobile wallet, FinTech, media content, carrier billing, etc.).

- (i) CSR programs or initiatives will be temporary if they are intended to apply for a short period and in response to specific events (e.g., natural disasters) or occasions (e.g., National Day).

- (ii) The Total Retail Revenue shall exclude any VAT.

14.4.5 The Total Retail Revenues earned from Service bundles shall be calculated in accordance with Clause 14.5. Service bundles include "add on" bundles, acquired with that Service bundle. The Total Retail Revenues earned from Service bundles comprising only calls or text messages to international destinations and standalone roaming Services shall be disregarded entirely.

14.4.6 The Total Retail Revenue for each Service shall be calculated on quarterly basis for ARR determination.

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14.5 Treatment of Service bundles

At the end of each Quarter, the Total Retail Revenue from each Service bundle used in that Quarter shall be allocated between the revenue for each of the Service in accordance with the following methodology.

14.5.1 The Baseline ARR for a Service shall be equal to Ooredoo's Fully Allocated Costs per unit incurred in providing that Service and shall be used to allocate the bundle revenue between the different components of the Services.

- (i) In the case of the circuit-switched voice Service and the text message Service for international destinations, and circuit-switched voice Service, text message Service and packet-switched data Service for international outbound roaming, the Baseline ARR shall be Ooredoo's total net costs per unit incurred in providing that Service.
- (ii) Ooredoo shall apply its audited Fully Allocated Costs in accordance with TRA's regulation for accounting separation.
- (iii) The Baseline ARR shall exclude any VAT and shall be updated on a Quarterly basis or in line with Ooredoo's relevant submissions to the TRA.

14.5.2 the Calculated Bundle Revenue in each Quarter shall comprise of:

- (i) **Data Bundle Revenue**, which shall be equal actual packet-switched data usage in the bundle (GB) times the Baseline ARR for the packet-switched data Service (OMR per GB);
- (ii) **Domestic Voice Bundle Revenue**, which shall be equal actual circuit-switched voice usage in the bundle to domestic destinations (minutes) times the Baseline ARR for the circuit-switched voice Service to domestic destinations (OMR per minute);
- (iii) **Domestic SMS Bundle Revenue**, which shall be equal actual text message usage in the bundle to domestic destinations (messages) times the Baseline ARR for the text message Service to domestic destinations (OMR per message); and

14.5.3 The Actual Bundle Revenue in each Quarter shall comprise of the actual retail revenue from such Service bundles in that quarter. The Actual Bundle Revenue shall exclude:

- (i) any VAT; and
- (ii) the revenues for the items referred to in Clause 14.4 that are included in the Service bundle calculated in accordance with Clause 14.5.

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- 14.5.4 The Service bundles for the purposes of this calculation shall be Service bundles that either:
- 14.5.5 expire or are fully utilised in the relevant Quarter; or
- 14.5.6 are activated by the end users in the relevant Quarter.
- 14.5.7 Where the Service bundle has not expired in the relevant Quarter, the revenue from that Service bundle shall either be applied in proportion to the number of days remaining in the relevant Quarter, with the remaining proportion of revenue being accounted for in the next Quarter.
- 14.5.8 Where the service bundle has not expired in the relevant Quarter, the usage from that service bundle in that Quarter shall be accounted for in that Quarter and any usage in the next Quarter shall be accounted for in that next Quarter.
- 14.5.9 The resulting per Service revenue shall then be applied to the usage in the service bundles during the relevant Quarter and that total revenue will be included in the Total Retail Revenue for that period in respect of those service bundles and the usage in those service bundles will be applied in determining the ARR for that Service.
- 14.5.10 If the Calculated Bundle Revenue is greater than the Actual Bundle Revenue, then the Calculated Bundle Revenue shall be pro-rated down so that the aggregate equals the Actual Bundle Revenue. If the Calculated Bundle Revenue is less than the Actual Bundle Revenue, then the Calculated Bundle Revenue for each Service shall be pro-rated up so that the aggregate equals the Actual Bundle Revenue.
- 14.5.11 The allocation of the Actual Bundle Revenue between the Service components of the bundle shall follow the corresponding Service's percentage share of the Calculated Bundle Revenue.
- 14.5.12 In all cases the resulting per Service revenue for international circuit-switched voice and international text messages shall be disregarded in the Total Retail Revenue for the relevant Quarter for the circuit-switched voice and the text message Services and that usage shall be disregarded in determining the ARR for those Services.

Example

Assume a Service bundle with 3 GB of packet-switched data, 90 minutes of domestic circuit-switched voice, 10 minutes of international circuit-switched voice, 75 domestic text messages and 25 international text message). and free roaming in GCC countries is sold for OMR 8.000. If the value of the free roaming in GCC countries based on Baseline ARR is OMR 1.000, then the Actual Bundle Revenue is OMR 7.000.

Also assume:

- i. the Party's Baseline ARR for the packet-switched data Service = OMR 2.000 per GB;
- ii. the Party's Baseline ARR for the circuit-switched voice Service to domestic destinations = OMR 0.035 per minute;
- iii. the Party's Baseline ARR for the circuit-switched voice Service to international destinations = OMR 0.050 per minute;
- iv. the Party's Baseline ARR for the text message Service to domestic destinations = OMR 0.010 per message; and
- v. the Party's Baseline AAR for the text message Service to international destinations = OMR 0.015 per message.

Then assume the actual packet-switched data usage in the Service bundle in the relevant period is 2.8 GB, the actual circuit-switched voice usage to domestic destinations is 85 minutes, the actual circuit-switched voice usage to international destinations is 10 minutes, the actual text message usage to domestic destinations is 60 messages and the actual text message usage to international destinations is 15 messages in each case on average for all users of that Service bundle in the relevant period.

In that case, the Calculated Bundle Revenue = Data Bundle Revenue + Domestic Voice Bundle Revenue + International Voice Bundle Revenue + Domestic SMS Bundle Revenue + International SMS Bundle Revenue, where:

- i. Data Bundle Revenue = (actual packet-switched data usage in the bundle in GB x the Baseline ARR for the packet-switched data Service in OMR per GB) = (2.8 GB * OMR 2.000 per GB) = OMR 5.600;
- ii. Domestic Voice Bundle Revenue = (actual circuit-switched voice minutes used in the bundle to domestic destinations x the Baseline ARR for the circuit-switched voice Service to domestic destinations in OMR per minute) = (85 minutes * OMR 0.035 per minute) = OMR 2.975;
- iii. International Voice Bundle Revenue = (actual circuit-switched voice minutes used in the bundle to international destinations x the Baseline ARR for the circuit-switched voice Service to international destinations in OMR per minute) = (10 minutes * OMR 0.050 per minute) = OMR 0.500;
- iv. Domestic SMS Bundle Revenue = (actual text messages used in the bundle to domestic destinations x the Baseline ARR for the text message Service to domestic destinations in OMR per message) = (60 messages * OMR 0.010 per message) = OMR 0.600; and
- v. International SMS Bundle Revenue = (actual text messages used in the bundle to international destinations x the Baseline ARR for the text message Service to international destinations in OMR per message) = (15 messages * OMR 0.015 per message) = OMR 0.225.

Therefore, the Calculated Bundle Revenue = OMR 5.600 + OMR 2.975 + OMR 0.500 + OMR 0.600 + OMR 0.225 = OMR 9.900, which is greater than the Actual Bundle Revenue of OMR 7.000.

In this case, the Actual Bundle Revenue shall be split between the Services according to a Service's share of the Calculated Bundle Revenue:

- i. Actual Data Revenue share = Actual Bundle Revenue * (Data Bundle Revenue / Calculated Bundle Revenue) = OMR 7.000 * (OMR 5.600 / OMR 9.900) = OMR 3.959;
- ii. Actual Domestic Voice Revenue share = Actual Bundle Revenue * (Domestic Voice Bundle Revenue / Calculated Bundle Revenue) = OMR 7.000 * (OMR 2.975 / OMR 9.900) = OMR 2.103;
- iii. Actual International Voice Revenue share = Actual Bundle Revenue * (International Voice Bundle Revenue / Calculated Bundle Revenue) = OMR 7.000 * (OMR 0.500 / OMR 9.900) = OMR 0.353;
- iv. Actual Domestic SMS Revenue share = Actual Bundle Revenue * (Domestic SMS Bundle Revenue / Calculated Bundle Revenue) = OMR 7.000 * (OMR 0.600 / OMR 9.900) = OMR 0.424; and
- v. Actual International SMS Revenue share = Actual Bundle Revenue * (International SMS Bundle Revenue / Calculated Bundle Revenue) = OMR 7.000 * (OMR 0.225 / OMR 9.900) = OMR 0.159.




Only the Actual Data Revenue share, Actual Domestic Voice Revenue Share and Actual Domestic SMS Revenue share will be applied to the usage in the Service bundles during the relevant Quarter and the Actual International Voice Revenue share and the Actual International SMS Revenue share shall be disregarded.

Therefore, the following shall be added to the Total Retail Revenue in respect of that Service bundle:

- i. for the data Service, OMR 3.959 (and units of 2.8 GB to be included in calculating the ARR for the data Service);
- ii. for the voice Service, OMR 2.103 (and units of 85 minutes to be included in calculating the ARR for the voice Service); and
- iii. for the text messages Service, OMR 0.424 (and units of 60 messages to be included in calculating the ARR for the text messages Service).

If the Calculated Bundle Revenue (OMR 9.900) is less than the Actual Bundle Revenue (say OMR 12.000), then as per the above example, the Actual Bundle Revenue shall be split between the Services according to a Service's share of the Calculated Bundle Revenue:

- i. Actual Data Revenue share = Actual Bundle Revenue * (Data Bundle Revenue / Calculated Bundle Revenue) = OMR 12.000 * (OMR 5.600 / OMR 9.900) = OMR 6.788;
- ii. Actual Domestic Voice Revenue share = Actual Bundle Revenue * (Domestic Voice Bundle Revenue / Calculated Bundle Revenue) = OMR 12.000 * (OMR 2.975 / OMR 9.900) = OMR 3.606;
- iii. Actual International Voice Revenue share = Actual Bundle Revenue * (International Voice Bundle Revenue / Calculated Bundle Revenue) = OMR 12.000 * (OMR 0.500 / OMR 9.900) = OMR 0.606;
- iv. Actual Domestic SMS Revenue share = Actual Bundle Revenue * (Domestic SMS Bundle Revenue / Calculated Bundle Revenue) = OMR 12.000 * (OMR 0.600 / OMR 9.900) = OMR 0.727; and
- v. Actual International SMS Revenue share = Actual Bundle Revenue * (International SMS Bundle Revenue / Calculated Bundle Revenue) = OMR 12.000 * (OMR 0.225 / OMR 9.900) = OMR 0.272.

As before, only the Actual Data Revenue share, Actual Domestic Voice Revenue share and Actual Domestic SMS Revenue share will be applied to the usage in the Service bundles during the relevant Quarter and the Actual International Voice Revenue share and the Actual International SMS Revenue share shall be disregarded.

Therefore, the following shall be added to the Total Retail Revenue in respect of each user of that Service bundle:

- i. for the data Service, OMR 6.788 (and units of 2.8 GB to be included in calculating the ARR for the data Service);
- ii. for the voice Service, OMR 3.606 (and units of 85 minutes to be included in calculating the ARR for the voice Service); and

- iii. for the text messages Service, OMR 0.727 (and units of 60 messages to be included in calculating the ARR for the text messages Service).

14.6 Effective date

The ARR minus applicable discount shall be effective from the Commercial Launch Date, and thereafter from the 1st day of the next Quarter.

14.7 Notification

At the beginning of each Quarter, Ooredoo will calculate the ARR relating to previous Quarter within 10 (ten) Business Days, and shall notify Awasr upon receiving TRA's approval on the wholesale rate calculation.

14.8 Audit rights

Awasr on a justified request can request the TRA to initiate an audit of Ooredoo's data to ensure compliance with the detailed agreed methodology as per TRA's approval. Any related costs and expenses shall be borne by Awasr

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15. International Roaming Services

- 15.1 the below sections sets out the calculation methodology for the provision of International Roaming Services:
- 15.2 Ooredoo shall provide international roaming on all its roaming destinations at roaming per destination conveyance cost ("**Per Destination Conveyance Cost**") plus 5% plus the applicable royalty charged on Ooredoo as per Ooredoo mobile License ("**Royalty**").
- 15.3 Ooredoo shall inform Awasr of any changes in Per Destination Conveyance Cost as and when it becomes applicable. Ooredoo shall provide Per Destination Conveyance Cost for respective international roaming services on quarterly basis to Awasr and as and when they become available.
- 15.4 The international roaming services shall include roaming data, voice calls and SMS. The number of units of usage within a month for respective international roaming service is calculated in terms of (seconds/minutes, SMS, KB/MB/GB) on the same basis charged by international roaming mobile operators to Ooredoo. The final invoice to Awasr for respective international roaming service shall be rounded to minutes, number of SMS and data in GBs. The rates and figures used will be at three (3) digits decimal.
- 15.5 Ooredoo shall provide Awasr with an independent verification from its external auditor on a half-year basis on the Per Destination Conveyance Cost for respective international roaming services. For the avoidance of doubt, the auditors' report shall only provide confirmation on whether Ooredoo's roaming rates are accurate and shall not include any sensitive commercial and competitive data or information. Any identified variation on the Per Destination Conveyance Cost for respective international roaming services, shall require a true up recalculation of charges based on the auditors' verification. The identified variation shall be settled to the Receiving Party within thirty (30) days from the variation invoice.
- 15.6 The Per Destination Conveyance Cost is calculated using the following formula:

Per Destination Conveyance Cost = Carrier Cost Per Destination for respective roaming service plus Other Roaming Costs applicable to conveyance of international roaming services. The Voice will be charged in minutes, SMS in numbers, and data in KB/MB/GB.

Whereas:

- a) **Carrier Cost Per Destination** are the costs from Mobile Operators that are attributable to Awasr's Customer base utilizing the roaming service and shall be based upon Ooredoo's respective roaming contract with respective destination operators.
- b) **Other Roaming Costs** are the actual direct costs related to international roaming services, such as data clearing house, financial clearing house, bank charges, roaming node cost, roaming link cost (both signaling and data links). For the avoidance of doubt, only international roaming costs that are related to roaming traffic shall be included in Other Roaming Costs. The Other Roaming Costs will be charged in minutes, SMS in numbers, and data in KB/MB/GB.

Other Roaming Costs for a billing period shall be calculated using the following formula:

= [Share of respective international roaming services of Awsr usage from total roaming usage] x [Ooredoo's Total Other Roaming Costs for the same period].

For example, to calculate the **Per Destination Conveyance Cost** using below information:

- A. Total international roaming data = 1000 GBs
- B. Total international roaming data used by Awsr Customer = 150 GBs
- C. Total Other Roaming Costs applicable to conveyance of international roaming services = OMR 200
- D. Carrier Cost Per Destination for country X = OMR 0.002 per MB
- E. International roaming data used by Awsr Customer for country X = 10 GBs
- F. Applicable Royalty on Ooredoo mobile = 12%

The **Per Destination Conveyance Cost** shall be calculated as follows:

Carrier Cost Per Destination = D x E x 1024

$$= 10 \times 0.002 \times 1024$$

$$= 20.480 \text{ OMR}$$

Other Roaming Costs = (B / A) x C

$$= (150/1000) \times 200$$

$$= 0.15 \times 200$$

$$= 30 \text{ OMR}$$

Per Destination Conveyance Cost = (a) + (b) = 20.480 + 30 = 50.480 OMR

The total international roaming invoice = [(c) x (1+5%)] x (1/(1-F))

$$= [50.480 \times (1.05)] \times (1 / (1 - 0.12))$$

$$= [53.004] \times (1.1363)$$

$$= 60.232 \text{ OMR}$$

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