



Public Access Mobile Radio Licence

Licence No 1/2009 (1)

Pursuant to the provisions of the Federal Law by Decree No. (3) of 2003 regarding the Organisation of the Telecommunications Sector and its amendments, this PAMR Licence is granted to **Nedaa Corporation** for the period of ten years with effect from 15 September 2009 to 15 September 2019 to install, operate and manage the Public Telecommunications Network and to provide the Telecommunications Service specified in this Licence within the United Arab Emirates, subject to the conditions of this Licence, the provisions of the Federal Law by Decree No. (3) of 2003, its amendments and all other applicable laws and regulations in the United Arab Emirates.

SIGNED by

Mohamed Al Ghanim

Director General

The Telecommunications Regulatory Authority

Date: 15 September 2009

Article (1)
Definitions

1.1. In implementing the conditions of this Licence, the following terms shall have the meanings given to them here unless the context requires otherwise. Any undefined term here shall have the meaning ascribed to it in the Federal Law by Decree No. (3) of 2003 and its amendments. Words denoting reference to persons shall include natural and legal persons.

1.1.1. **Change in Control** means any transaction, sale, contract, recapitalisation or other reorganization or merger that results in a Change in Control of the Licensee including any transaction or series of transactions taking place after the date of this Licence as a result of which the holders of the voting securities or equity interests in the capital of the company immediately after its establishment, hold less than a majority of the voting power or equity interests in the Licensee after the transaction;

1.1.2. **Control** means the ownership of more than 50% of the voting interests in any person and/or the ability to control in fact the business and affairs of that person whether by ownership, contract or otherwise;

1.1.3. **Customer** means any person who has entered into a contract with the Licensee to receive the Licenced Service;

1.1.4. **End User** means any person including a Customer who receives Licenced Services from the Licensee;

1.1.5. **Emergency Call** means a call made to designated emergency numbers such as police, fire, ambulance or other emergency services designated by the Authority;

- 1.1.6. **Executive Order** means the Executive Order issued pursuant to the Federal Law by Decree No. 3 of 2003, as may be amended or replaced from time to time;
- 1.1.7. **Licence** means this document, as may be amended or replaced from time to time;
- 1.1.8. **Licenced Network** means the Public Telecommunications Network described in Article 3.1;
- 1.1.9. **Licenced Services** means the Telecommunications Services described in Article 4;
- 1.1.10. **Licensee** means the person described on page 1 of this Licence;
- 1.1.11. **Other Licenced Operators** means entities other than the Licensee which are Licenced pursuant to the provisions of the Federal Law by Decree No. (3) of 2003, its amendments and Executive Order;
- 1.1.12. **PAMR** means public access mobile radio services;
- 1.1.13. **PAMR System** means a public access mobile radio system comprising one or more transmitters using frequencies as authorized by the Authority and handheld terminals;
- 1.1.14. **Radio Frequency Authorisation** means the authorisation given by the Authority to the Licensee in connection with the PAMR System and ancillary Telecommunications Apparatus;
- 1.1.15. **Authority** means the General Authority for Regulating the Telecommunications Sector;

1.1.16. **Regulatory Framework** means the regulations, decisions, directives, regulatory policies, guidelines, recommendations and procedures made by the Supreme Committee and the Authority from time to time including any revisions or amendments made to them;

1.1.17. **Telecommunications Apparatus** means apparatus made or adapted for use in transmitting, receiving, or conveying any of the Licenced Services through the Licenced Network;

1.1.18. **Terminal** means the equipment used by End Users to access the Licenced Service.

Article (2)

Coming into Force and Compliance

- 2.1 This Licence shall come into force on the date of its issuance by the Authority until its expiry date as set out in the Licence.
- 2.2 The Licensee shall at all times comply with the terms of this Licence, the Regulatory Framework, the Radio Frequency Authorisation and all the relevant laws of the State.

Article 3

Licenced Network

- 3.1 The Licensee may install, operate and manage a Public Telecommunications Network comprising a PAMR System and ancillary Telecommunications Apparatus.

- 3.2 The Licensee shall notify the Authority of any significant changes to the Licenced Network or to any stored commands or protocols contained in it and shall provide the Authority with information about the changes and their effect in the State.
- 3.3 The Licenced Network including all Telecommunications Apparatus shall conform to the technical specifications for networks and equipment including for the use of frequency spectrum, as may be set out in the Regulatory Framework.
- 3.4 The Licensee shall obtain all necessary Licences and permits as may be required to build, modify and remove any construction in accordance with the relevant laws in the State.

Article 4

Licenced Services

The Licensee is authorized to provide voice and data Telecommunications Services in the State but only by means of the Licenced Network.

Article 5

Fees

- 5.1 The Licensee shall pay an annual Licence fee of AED 100,000.
- 5.2 The annual Licence fee shall be paid in full on each anniversary date of the Licence.

Article 6

Universal Service Obligations

The Licensee shall fulfil its universal service obligations as specified in the Regulatory Framework.

Article 7

Commencement of Service

The Licensee shall commission the Licenced Network and provide the Licenced Services on a commercial basis within a time specified by the Authority from the date of commencement of this Licence.

Article 8

Ownership and Control

- 8.1 The Licensee shall be a local juridical entity established and in good standing under the laws of the State and their amendments from time to time.
- 8.2 Any Change in Control of the Licensee shall require the prior written consent of the Authority.
- 8.3 The ownership of the Licence may not be transferred without the prior written consent of the Authority and until and unless all outstanding fees have been paid to the Authority.

Article (9)

General Obligations

- 9.1 The Licensee shall:
 - 9.1.1 comply with all localisation policies in the State;
 - 9.1.2 comply with the laws, policies or directions for foreign investment in the capital of the company;
 - 9.1.3 notify the Authority of shareholding in the company or any merger, change or restructuring to the capital of the company;

- 9.1.4 maintain its books of account and financial statements in accordance with the accounting standards and principles generally applied in the State;
 - 9.1.5 ensure that its books of account are audited annually by an independent firm of auditors registered in the State;
 - 9.1.6 submit 5 certified copies of its annual financial statements to the Authority within 4 months of the end of each financial year; and
 - 9.1.7 preserve its financial records and books of account for a period of 10 years after the end of each financial year.
- 9.2 The Licensee's financial year for purposes of maintaining its accounts shall start in January and end in December each year.
- 9.3 The Licensee shall provide information to the Authority on request and in the manner directed by the Authority, which may include any document, accounts, records, commercial agreements entered into with Customers or other information specified in a notice where such information may be required by the Authority for the performance of its functions.

Article (10)

Inspection and Monitoring

The Licensee shall permit the Authority or its authorized agent to have access to any premises of the Licensee and to inspect any Telecommunications Apparatus or documents including accounts or other records at any time, to ensure compliance with the provisions of the Licence and the Federal Law by Decree No. (3) of 2003, its amendments, Executive Order and the Regulatory Framework.

Article (11)
Standard of Conduct

The Licensee shall not use or knowingly permit the use of the Licenced Network or the Licenced Services for any purpose that violates the Federal Law by Decree No. (3) of 2003 and its amendments or any other applicable laws or the Regulatory Framework. The Licensee shall endeavour to take all reasonable action to ensure that the Licenced Network and the Licenced Services are not used for any such purposes.

Article (12)
Applications for Frequencies and Numbers

The Licensee shall apply to the Authority for spectrum and number authorisations in accordance with the Regulatory Framework and shall comply with the terms of any authorisations issued.

Article (13)
Relationship with Customers

The Licensee shall in its dealings with Customers, act promptly and in a transparent manner. The Licensee shall not unduly discriminate against similarly situated End Users and shall generally deal with End Users in accordance with the Regulatory Framework.

Article (14)
Dispute Resolution

Where a dispute remains unresolved between the Licensee and Other Licenced Operators or between the Licensee and a Customer or where a complaint is referred directly to the Authority, the Authority may resolve the matter in accordance with the Federal Law by Decree No. (3) of 2003, its amendments, Executive Order and the Regulatory Framework. In all cases the Licensee shall cooperate fully with the Authority for the resolution of such disputes.

Article (15)

Implementation of Charges, Conditions and Provisions of Public Services

The Licensee shall make publicly available the charges for its Licenced Services and terms and conditions on which Licenced Services are provided.

Article (16)

Emergency Services and CLI

- 16.1 The Licensee shall provide an Emergency Call service in accordance with the Regulatory Framework.
- 16.2 The Licensee shall, as set out in the Regulatory Framework comply with any requirements by the Authority to transmit Caller Line Identification (CLI) and shall co-operate with Other Licenced Operators to enable them to transmit CLI as required in that direction, guideline or rule.

Article (17)

Continuity of Service

- 17.1 The Licensee shall not intentionally interrupt the operation of the Licenced Network or provision of the Licenced Services without first notifying the Authority in writing and giving reasonable notice to Customers. The notice shall indicate the time during which the interruption will take place.
- 17.2 The Licensee shall not cease to provide Licenced Services without the express written approval of the Authority.

Article (18)

Interconnection and Access

Interconnection of the Licenced Network to networks of Other Licenced Operators and resolutions of interconnection disputes shall be governed by the Federal Law by Decree No. (3) of 2003, its Executive Order and the Regulatory Framework.

Article (19)

Competition

The Licensee shall comply with the rules regarding anti-competitive conduct as set out in the Regulatory Framework.

Article (20)

Public Emergency, Public Interest, Safety and National Security

20.1 Public Emergency

The Licensee shall comply with any directions as the Authority or other competent authorities may issue in case of public emergency on matters relating to work or ownership of the Licensee.

20.2 Public Interest, Safety and National Security

The Licensee shall comply with any directions as the Authority or other competent authorities may issue from time to time on matters relating to public interest, safety and/or national security. The Licensee shall maintain calling party/called party details and subscriber information in accordance with any measures issued by any competent authority responsible for public interest, safety and national security. The Licensee also undertakes to install at its own expense any equipment required to allow access to its Licenced Network and/or the retrieval and storage of data for reasons of public interest, safety and national

security. This obligation shall extend to the provisioning of the facilities terminating at the premises of a competent authority and shall be provided without charges of any kind. Furthermore the Licensee shall not undertake to provide any services which do not meet the requirements of any competent authority responsible for public interest, safety and national security.

20.3 Assumption of Control

The Licensee shall comply with any direction from the Authority or any competent authority requiring it to allow any authorized person by the Authority or any competent authority to assume full or partial control of the Licenced Services and/or the Licenced Network. Any such direction shall be in writing.

Article (21)

Access to Land

21.1 The Licensee shall have access to and use of public and private land in accordance with the provisions of the Federal Law by Decree No. (3) of 2003, its amendments, Executive Order and Regulatory Framework.

21.2 The Licensee shall comply with the directions of the Authority or any other competent authority in relation to the protection of the environment.

Article (22)

Amendment of Licence

22.1 Every request for an amendment to the Licence by a Licensee shall be made by an application in writing and stating the following:

22.1.1 the particular conditions which are requested to be amended;

22.1.2 reasons for the request.

- 22.2 The Authority shall consider the request and may seek further information if necessary before deciding:
- 22.2.1 to amend the Licence;
 - 22.2.2 not to amend the Licence;
 - 22.2.3 to amend the Licence but with modifications.
- 22.3 Every amendment initiated by the Authority shall be by way of the following process:
- 22.3.1 draft notice of proposed amendment (which may include a variation, revocation or addition to the conditions of the Licence) and reason for amendment to be given by the Authority to the Licensee;
 - 22.3.2 the Licensee shall be given a reasonable time to respond.
- 22.4 The Authority shall consider the response of the Licensee before deciding whether:
- 22.4.1 to amend the Licence;
 - 22.4.2 not to amend the Licence;
 - 22.4.3 to amend the Licence but with modifications.

Article (23)

Breach and Penalties

- 23.1 The Licensee shall be subject to penalties as provided in the Federal Law by Decree No. (3) of 2003, its amendments and Executive Order, if the Licensee fails to comply with any of the following:
- 23.1.1 any obligation under the Federal Law by Decree No. (3) of 2003, its amendments and the Executive Order;
 - 23.1.2 any obligations within the provisions of the Licence; or
 - 23.1.3 any obligations contained in the Regulatory Framework.

Article (24)

Force Majeure

- 24.1 The Licensee shall not be in breach of any condition of this Licence if its failure to perform results directly from force majeure. Force majeure shall not include a shortage of funding or the illiquidity of the Licensee.
- 24.2 The Licensee shall notify the Authority immediately on the occurrence of any event of force majeure giving the anticipated effects of the force majeure and the expected duration, and steps to be taken by the Licensee to mitigate the effects if possible.

Article (25)

Language

The Arabic language version of the Licence is the binding version. However an official English Language version has been prepared for guidance and assistance in interpretation of the Arabic language version.