

RFA for a Mobile License



وزارة الاتصالات وتقانة المعلومات
MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY

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Table of Contents

1	BACKGROUND	5
2	DEFINITIONS	6
3	GOVERNING LEGISLATION	10
	3.1 Telecommunications Statutes.....	10
	3.2 Regulatory Framework.....	11
	3.3 Foreign Ownership.....	12
	3.4 Interconnection, Access Services and Infrastructure Sharing.....	12
	3.5 Licensing.....	1
	3.6 Mobile Number Portability.....	14
	3.7 Number Allocation.....	15
	3.8 Universal Access and Universal Service.....	15
4	LICENSE OVERVIEW	16
	4.1 Key commercial terms.....	16
	4.2 Key financial terms.....	16
	4.3 Key technical terms.....	16
5	LICENSING SCHEDULE AND PROCESS	17
	5.1 Licensing schedule.....	17
	5.2 Licensing Process.....	18
	5.3 Eligibility of Existing Licensees.....	20
6	INSTRUCTIONS TO APPLICANTS AND APPLICATION CONTENTS	20
	6.1 Part 1-Cover Letter.....	21
	6.2 Part 2 - Main Proposal.....	21
	6.3 Part 3 - Financial Proposal.....	24
	6.4 Part 4 - Application Fee and Bid Bond.....	24
	6.5 Part 5 - Binding Nature of Applications.....	24
	6.6 Part 6 - Completeness of Applications.....	25
7	PROCEDURE FOR FILING AN APPLICATION	25
8	GENERAL PROVISIONS	26
	8.1 Request for Clarification.....	26
	8.2 Confidentiality of Applications.....	27
	8.3 MOCT Use of Applications.....	27
	8.4 Cost of Application and Application Process.....	27
	8.5 Reservation of Rights.....	27

DRAFT FOR DISCUSSION

8.6 Other Provisions	29
8.7 Legal and Formal Requirements	30
8.8 Communications in Connection with the Licensing Process	30
Appendix 1	31
License Award Process Timetable	31
Appendix 2	33
Minimum Network Rollout and Coverage Requirements	33
Appendix 3	37
Qualification Criteria Table	37
Appendix 4.1	40
Cover Letter Form	40
Appendix 4.2	43
Power Of Attorney	43
Appendix 4.3	45
Bid Bond Form	45
Appendix 4.4a	48
Technical Proposal Form	48
Appendix 4.4b	50
Network Rollout and Coverage Form	50
Appendix 4.5	53
Business Plan Form	53
Appendix 4.6	55
Financial Proposal Form	55
Appendix 4.7	57
Financial Comfort Letter Form	57
Appendix 4.8	60
Pro-Forma Financial Summary	60
Appendix 4.9	64
Compliance Checklist	64
Appendix 4.10	67
Appendix 4.11	69
License fee Bond	69
Appendix 4.12	72



DRAFT FOR DISCUSSION

Asset Transfer Schedule	72
Appendix 4.13	74
Data room contents	74
Appendix 4.14	77
NDA for Data Room Access	77
Appendix 5	82

1 BACKGROUND

The Ministry of Communications and Information Technology (MoCT) is the primary authority responsible for regulating and supervising the telecommunications sector in the Syrian Arab Republic. Acting under the Telecommunications Law of 2010 and its implementing regulations, administered through the Syrian Telecommunications and Post Regulatory Authority (SY-TPRA).

The selected operator will take over one of the existing mobile operations. The licensee will take over the existing subscriber base, assigned spectrum, and a legacy infrastructure portfolio including radio sites, backhaul, and core network elements together with all associated staff and assets. The existing operations provides a platform for rapid expansion and modernization of the network; however, substantial new investment will be necessary to improve service quality, extend coverage, and prepare the network for next-generation technologies.

The scope of the license will include operation of active network and service platforms, interconnection with other operators, and nationwide commercial and customer-facing functions. However, the operator may expand backhaul (and, if required, backbone capacity) in cases where the wholesale transmission and access provider fails to deliver the necessary connectivity within 120 consecutive days.

Existing network assets together with the associated rights and subscribers defined in the appendices to this Request for Applications (RFA), will be transferred to the winning bidder of this licensing process. Transitional service arrangements, historical operating data, and other due diligence materials will be made available in the data room to facilitate a transparent and orderly handover. Aligned with national policy priorities, universal access remains a central objective. All citizens must have access to telecommunications services at affordable prices and acceptable quality, regardless of geographic location. Accordingly, the license will include obligations to extend coverage and maintain service continuity, with compliance monitored to help close the digital divide. As part of the broader sector development roadmap, the MoCT intends to announce in the near future a regulatory and licensing framework for Satellite Broadband (BB) and Fixed Wireless Access (FWA) services, in order to further enhance nationwide connectivity and technological advancement.

The purpose of this RFA is to set out the instructions and requirements for applicants seeking a Mobile Cellular Services License in the Syrian Arab Republic. Applicants should rely on this RFA, together with its appendices, any addenda or clarifications issued by the MoCT, and the materials provided in the data room as the authoritative sources for the licensing process.

2 DEFINITIONS

The words and expressions defined in the Commission Statutes shall have the same meaning when used in this RFA. The following words and expressions shall have the meaning assigned to them below, unless the context of the RFA requires otherwise.

Advisors means the MoCT representatives, agents, advisors, or consultants including their respective employees;

Affiliate in relation to service provider, means a person who controls the service provider, or who is controlled by the service provider or by any other person who is controlled by the person who controls the service provider;

Applicants means the mobile operators that submit the Application;

Application means an application for a License to provide Cellular Services filed in response to this RFA;

Application Processing Fee means the non-refundable fee payable as a condition of participation, set out in Clause 6.4 of this RFA

Approved Foreign Bank means a bank incorporated outside Syria and approved by the Central Bank of Syria to conduct certain activities in Syria;

Authorized Signatory means any person who is duly authorized by an Applicant under Syrian law by virtue of: (a) a valid Commercial Register naming him as a manager of the company; (b) a valid authorization letter signed by the duly authorized representative of the company and attested before the competent Syrian authority; (c) a valid power of attorney made by the duly authorized representative of the company and attested by a notary public in Syria, or, in the case of a power of attorney issued outside Syria, duly attested by the relevant Syrian consular mission; or (d) a valid resolution of the board of directors of the company;

Backhaul means the national transmission infrastructure connecting mobile sites and core network elements, provided primarily by the wholesale transmission and access provider or by the licensee if the wholesale transmission and access provider fails to provide it

Bid Bond means a bid bond meeting the criteria set out in Clause 6.4 of this RFA and in the form and content of the Bid Bond Form;

Bid Bond Form means the form attached to this RFA as Appendix 4.3 of this RFA;

Business Plan means the commercial details submitted by the Applicant under the conditions stated in Clause 6.2 of this RFA;

Commission Statutes means the Act, the Ordinance, the Bylaw and any other legal instrument that is enforceable by the Telecommunications Law No. 18 of 2010 and its Executive Bylaw;

Commercial Service Launch means the date on which the Licensee commences offering Mobile Cellular Services to the public;

Confirmation Letter means the letter by which MoCT notifies the Successful Applicant that it will be awarded the License;

Container means a box or a container enclosing an original and two printed copies of an Application as well as an electronic copy;

Cover Letter means the cover letter to be submitted as part of an Application in such form and substance as the Cover Letter Form;

Cover Letter Form means the form attached to this RFA as Appendix 4.1 of this RFA;

Deadline means the date specified in Clause 6.1(d) of this RFA;

Effective Date means the date of issuance of the Licenses as specified in the License;

Eligible Applicants means those Applicants deemed by MoCT to have passed the qualification criteria under Clause 5.2.1;

Financial Comfort Letter means the financial comfort letter to be submitted as part of the Financial Proposal in such form and substance as the Financial Comfort Letter Form;

Financial Comfort Letter Form means the form attached to this RFA as Appendix 4.7 of this RFA;

Financial Proposal(s) means the financial proposal submitted as part of an Application in respect of the Mobile License comprising a validly completed Financial Proposal Form and Financial Comfort Letter Form;

Founder Shareholders means the shareholders identified by the Applicant as part of the response to this RFA;

Independent Tower Company means the company established to own and operate passive telco infrastructure and to provide access to Licensed Operators on a non-discriminatory basis

Licensed Services means the services the Licensee is authorized to provide, establish and operate or use under the License;

License means the license or any amendment of the license to provide Cellular Services, which is issued by MoCT in accordance with the provisions of the Act and the Bylaw;

Licensed Service Provider means any service provider licensed by MoCT to offer telecommunications services in Syria;

Licensee means the Applicant issued with a Mobile Cellular Services License;

License Fee Bond means a financial guarantee securing the full and timely payment of the License Fee in accordance with the License terms.

Lock-out Period means the period following the award of the license during which MoCT shall not issue any additional licenses to provide cellular services, in order to allow the newly licensed operator to establish and stabilize its operations before permitting entry of new operators into the market

Mobile Cellular Network means a mobile cellular network for the provision of Mobile Cellular Services to the public, including without limitation a network of radio base station sites and a network of Transmission Links;

Mobile Cellular Services or Mobile Services means radio communication services configured so as to permit full mobility of user terminals (radio stations), which permits a Subscriber within the mobile network to receive communications from or communicate with any apparatus or station. Mobile Services in this context shall exclude satellite Mobile Services;

MoCT means the Ministry of Communications and Information Technology;

Network Rollout Plan means the network facilities and coverage details submitted as per Clause 6.2 (d) of this RFA;

Network Rollout and Coverage Form means the form attached to Appendix 4.4 (b) of this RFA;

Qualification Criteria Table means the table setting out the qualification criteria for Applicants to be considered as Eligible Applicants (attached in Appendix 3 of this RFA);

Qualification Phase means the phase during which the MoCT selects the Eligible Applicants based on Applicants meeting the qualification criteria as defined in the Qualification Criteria Table;

Reserve Price means the minimum bid amount established by the MoCT for the purposes of this licensing process, below which no bid shall be accepted or considered.

Revenues means the total revenues of the company derived from telecommunications related activities and as stated in the latest audited financial statements;

RFA means Request for Application - the document that contains the requirements and instructions for filing the Applications for the Licensing of Cellular Services in Syria;

Selection Phase means the phase during which MoCT selects one of the Eligible Applicants based on the Financial and Technical Proposals submitted by the Applicants;

Sovereign Fund means the state-owned investment fund of the Syrian Arab Republic, established by Presidential Decree No. 113 dated July 14, 2025, and includes any successor entities, wholly owned subsidiaries, or investment vehicles acting through their duly authorized representatives

Successful Applicant means the Applicant who has been approved for award of the License by MoCT in accordance to Clause 5.2 of this RFA;

Subscriber means any person or any entity that is a party to a contract or other similar arrangement that is in force with a service provider for the supply of ICT service(s);

SY-TPRA means the national authority of the Syrian Arab Republic responsible for regulating, monitoring, and enforcing compliance in the telecommunications and postal sectors, acting through its authorized representatives;

Technical Proposal means the network plan and rollout plan related to the proposed Mobile Services of the Applicant as detailed in Clause 6.2(d) of this RFA;

Transmission Links means radio and non-radio communication facilities such as microwave systems and fiber optic cables used to link the facilities, including, but not limited to radio base station sites and switches, of the Licensee, whether with each other or with the facilities of another of the public telecommunication service providers licensed by MoCT;

Unified License means a license entitling its holder to provide both fixed and mobile telecommunications services. The Licensee may apply to convert to a Unified License after seven (7) years from the Effective Date, subject to SY-TPRA approval

Wholesale Transmission and Access Provider means the entity licensed to develop, own, and operate core transmission infrastructure and to provide access to such facilities on a wholesale basis to licensed service providers.

Year means a Gregorian year, unless specified otherwise.

3 GOVERNING LEGISLATION

This Clause summarizes the regulation of the telecommunications sector in Syria as it applies to Mobile Services. It is not complete, definitive, or exhaustive; Applicants should refer to the Statutes and all other relevant laws.

3.1 Telecommunications Statutes

The principal legislation governing the telecommunications sector in the Syrian Arab Republic is Telecommunications Law No. 18 of 2010, as amended, together with its executive provisions issued by decree. The legal framework was reaffirmed under article 51 of the Constitutional Declaration of the Syrian Arab Republic, promulgated 13th of March 2025. In summary, the Law and its implementing regulations:

- 3.1.1. Define the roles of MoCT (Chapter Two, Article 3), SY-TPRA (Chapter Three, Articles 4–5), and the incumbent Syrian Telecommunications Company (ST) (Chapter Four, Articles 18–23)
- 3.1.2. Establish the licensing framework for public telecommunications networks and services, including procedures for grant, modification, suspension, and revocation of licenses (Chapter Five, Articles 24–27)
- 3.1.3. Provide for management and allocation of radio-frequency spectrum and numbering resources, and adoption of national plans for both (Chapter Six, Articles 28–36; Chapter Seven, Article 37)

- 3.1.4. Set principles for interconnection between networks, access to essential facilities, infrastructure sharing, and rights-of-way and site permitting (Chapter Nine, Articles 41–42; Chapter Eleven, Articles 47–49)
- 3.1.5. Prescribe quality of service, coverage, and service continuity obligations (Chapter Nine, Article 40)
- 3.1.6. Set consumer-protection rules and competition safeguards, including prohibitions on anti-competitive conduct (Chapter Nine, Articles 39–43)
- 3.1.7. Define lawful interception, privacy, and data-retention obligations (Chapter Twelve, Articles 50–51)
- 3.1.8. Establish the basis for universal access and universal service policy, including obligations and funding mechanisms (Chapter Ten, Articles 44–46)
- 3.1.9. Provide monitoring and enforcement powers, information and audit requirements, sanctions, dispute resolution, and appeals (Chapters Thirteen and Fourteen, Articles 52–66)

3.2 Regulatory Framework

Regulation of mobile services is implemented through decisions, regulations, plans, and instruments issued by MoCT and SY-TPRA. For this licensing process, Applicants must note the following areas of regulation. Specific, binding requirements are set in the Draft License (including its Special Conditions and Annexes) and in the appendices to this RFA (Below frameworks to be confirmed with MoCT):

1. Licensing instruments and service authorization for public mobile services, including conditions attached to an individual license and the definition of permitted services
2. Radio-frequency spectrum management under the National Frequency Plan, including assignment and use conditions, equipment conformity, and interference management
3. Numbering administration under the National Numbering Plan, including allocation procedures, use conditions, and any portability decisions adopted by the regulator

4. Interconnection between networks on cost-oriented, transparent, and non-discriminatory terms, including reference offers where applicable and dispute-resolution procedures
5. Access to essential facilities, passive-infrastructure sharing, rights-of-way and site permitting, and related safety requirements
6. Quality of service and coverage obligations, including KPIs, measurement and reporting methods, and verification processes, with rollout and KPI details set out in the appendices and license annexes
7. Consumer protection rules, including transparency of offers and tariffs, contract requirements, and complaints handling
8. Competition safeguards, including prohibitions on anti-competitive conduct, non-discrimination duties, and tariff oversight where applicable
9. Lawful interception and data-retention obligations consistent with national requirements
10. Compliance monitoring, information and audit obligations, enforcement powers, sanctions, and appeals processes

3.3 Foreign Ownership

Telecommunications Law No. 18 of 2010 establishes the licensing framework but does not prescribe sector-specific foreign-ownership caps for telecommunications licensees (Chapter Five, Articles 24–27). For this award, MoCT has determined that the licensee’s shareholding must include a 25 percent stake held by the Sovereign Fund, established via Presidential Decree No. 113 dated July 14th, 2025, with the balance permitted for foreign shareholders, subject to approval and ongoing compliance.

3.4 Interconnection, Access Services and Infrastructure Sharing

The Telecommunications Law and its executive provisions require licensed operators to provide interconnection and access on transparent, non-discriminatory, and cost-oriented terms. MoCT and SY-TPRA regulate these arrangements, approve reference interconnection offers where required, and resolve disputes. Relevant provisions of Law No. 18 of 2010 include:

- Article 40 – quality of service, coverage, and continuity obligations

- Articles 41–42 – interconnection principles between public networks, including transparency, non-discrimination, and cost orientation
- Articles 47–49 – rights-of-way, access to property, site permitting, and expropriation procedures for telecommunications infrastructure

For this licensing process, Applicants should note the following obligations:

- Interconnection with other licensed operators for voice, messaging, and data services
- Technical and financial conditions for interconnection, including cost-based tariffs and reference offers where applicable.
- Access to essential facilities and passive infrastructure, including site sharing and rights-of-way, on fair and non-discriminatory terms
- Infrastructure sharing obligations as determined by MoCT and SY-TPRA, particularly where duplication is uneconomic
- Rights-of-way and site permitting processes consistent with national planning and safety requirements
- Compliance with service-level and quality standards for interconnection and access

The implementation of the Independent Tower Company model shall occur in three phases.

Phase 1: The Licensee shall retain full ownership, control, and operational responsibility for all passive infrastructure assets, including towers and associated facilities, pending their transfer to the Tower Company (“TowerCo”).

Phase 2: The transition to TowerCo shall be undertaken in accordance with independent valuation principles and asset carve-out rules to be approved by the MoCT, ensuring transparency, regulatory compliance, and continuity of service.

Phase 3: Upon the formal establishment and operationalization of TowerCo, passive infrastructure assets shall be held and managed under the Independent Tower Company model. TowerCo shall provide access to such passive infrastructure pursuant to lease agreements governed by fair, reasonable, and non-discriminatory (FRAND) pricing principles, with clear

provisions addressing lease terms, dispute resolution mechanisms, and the treatment of pre-existing sites.

Following the completion of the carve-out and divestment of the tower assets, the Licensee shall be entitled to lease capacity or infrastructure on such towers, and may utilize the financial proceeds derived from such divestment for such purpose.

3.5 Licensing

The Telecommunications Law establishes the licensing framework for telecommunications networks and services. Licensing is governed by Articles 24–27 of Law No. 18 of 2010, which set out the procedures for granting, modifying, suspending, and revoking licenses. Licenses are issued by MoCT, administered through SY-TPRA, and define the rights and obligations of licensees. For this process:

- Public mobile telecommunications services are provided under an individual license in accordance with Articles 24–27
- The license defines the service scope, coverage obligations, quality standards, spectrum and numbering allocations, fees, and reporting duties
- The new award is for a Mobile Cellular Services License, granting the right to provide mobile voice, messaging, and data services to the public. The Licensee may resell fixed-line broadband and voice services obtained under wholesale arrangements, subject to applicable rules
- In line with sector policy, the license will provide for transition to a Unified License after seven years, subject to MoCT approval and compliance with rollout and quality obligations
- Detailed rights and obligations are set out in the Draft License, which form an integral part of this RFA

3.6 Mobile Number Portability

The allocation and use of numbering resources is governed by Article 37 of Law No. 18 of 2010, which establishes the National Numbering Plan and empowers MoCT and SY-TPRA to manage and assign number ranges to licensees. SY-TPRA will announce a regulatory roadmap for mobile number portability in due course.

Number portability is not mandated in the Law but may be introduced by decision of MoCT or SY-TPRA under their numbering authority. If mandated, portability requirements will apply equally to all mobile operators, including technical standards, routing arrangements, and cost responsibilities.

For this licensing process:

- Number ranges will be allocated to the licensee in accordance with the National Numbering Plan and MoCT assignment decisions
- Applicants should note that any future requirement for mobile number portability will be set by MoCT or SY-TPRA and incorporated into the license as binding obligations

3.7 Number Allocation

The allocation and use of numbering resources is governed by Article 37 of Law No. 18 of 2010, which establishes the National Numbering Plan and empowers MoCT and SY-TPRA to manage and assign number ranges.

For this process:

- Number ranges will be assigned to the licensee in accordance with the National Numbering Plan and MoCT allocation decisions
- Numbering use must comply with the conditions set by MoCT and SY-TPRA, including technical standards, efficient utilization, and reporting requirements
- Allocations remain subject to review, modification, or withdrawal in accordance with the law and license conditions
- Any future numbering-related obligations, such as portability, will be introduced through MoCT and SY-TPRA decisions and applied equally to all licensees

3.8 Universal Access and Universal Service

The basis for universal service is set out in Articles 44–46 of Law No. 18 of 2010, which establish the Universal Service Policy and the framework for a Universal Service Fund. The Law defines the objective that all citizens should have access to telecommunications services at affordable prices and acceptable quality, regardless of geographic location. For this process:

- The licensee will be required to comply with universal access and service obligations as determined by MoCT and SY-TPRA

- Obligations may include geographic coverage requirements, rural or underserved area commitments, and defined service quality levels
- Contributions to the Universal Service Fund will be levied on licensees as specified in the Draft License and its annexes
- Enforcement, monitoring, and funding mechanisms will follow the provisions of Articles 44–46 and related regulatory decisions

4 LICENSE OVERVIEW

The key terms of the license are outlined below.

4.1 Key commercial terms

- a) The Licensee is authorized to operate a Public Mobile Telecommunications Network and provide mobile voice and data services within the Syrian Arab Republic.
- b) The Licensee assumes responsibility for existing mobile operations at commencement, including subscribers and legacy infrastructure, and is authorized to operate and manage the network throughout the license term.
- c) The License shall be valid for twenty (20) years from the Effective Date and may be extended by up to five (5) years at MoCT's discretion.
- d) For five (5) years from this License award, MoCT shall not issue any additional cellular licenses.
- e) Fixed services may be offered on a resale basis only; no fixed access infrastructure may be constructed absent transition to a Unified License.
- f) The Licensee shall own and operate all active network elements and passive network. Applicants agree to the establishment of an Independent Tower Company and to the transfer of tower assets to the new entity if and when the Ministry decides to create such a Tower Company.

4.2 Key financial terms

- a) The Licensee shall pay revenue sharing Fifteen percent (15%) during the first Year following the Commercial Operations Date; sixteen percent (16%) during the second Year; seventeen percent (17%) during the third Year; eighteen percent (18%) during the fourth Year; and nineteen percent (19%) during the fifth Year. Thereafter, the applicable rate shall reset to twenty-one and one-half percent (21.5%), which shall apply for the remainder of the License Term.”, regulatory fees (1%) of net revenues and Universal Service contributions (1%) of net revenues in accordance with the License Document.

4.3 Key technical terms

- a) The Licensed Network shall support 2G, 3G, 4G/LTE and 5G (including sub-6 GHz and mmWave bands) and comply with ITU, ETSI, 3GPP and applicable Regulatory Framework standards.

- b) The Licensee shall have the exclusive right to use the Radio Frequency Spectrum assigned to it, as stated in Annex 1 of the Draft License.
- c) The Licensee shall have the right to use the numbers assigned to it, as set forth in Annex 2 of the Draft License.
- d) The Licensee shall comply with the relevant provisions specified in Annex 4 of the draft license, the Telecoms Act and the Executive Bylaw with regards to Quality of Services. In particular, it shall provide a level of Quality of Service pursuant to internationally recognized standards and ITU recommendations as well as quality standards published by SY-TPRA.

5 LICENSING SCHEDULE AND PROCESS

The Applications must include elements as detailed in Clause 5 of this RFA.

5.1 Licensing schedule

MoCT will conduct the licensing process in accordance with the timetable set out in Appendix 1

- a) Interested parties may obtain this RFA on the date published by MoCT, from MoCT's website or offices, at no cost.
- b) MoCT will provide access to a data room containing the materials listed in Appendix 4.13. Parties seeking access must register interest and execute the Non-Disclosure Agreement (NDA) as per appendix 4.14. Access will open on the date specified in Appendix 1 (Timetable).
- c) Potential Applicants must submit any questions concerning the RFA and its appendices no later than the date specified in Appendix 1, using the communication protocol set out in Clause 7.8.
- d) MoCT will publish consolidated answers to such questions, together with any addenda to this RFA, on its website by the date specified in Appendix 1.
- e) The deadline for submitting Applications under the procedure set out in Clause 6 is the date and time specified in Appendix 1, at 3:00 PM Damascus time.
- f) Along with the Application, Applicants must remit a processing fee of USD 3,000,000 as detailed in Clause 6(k) and the payment instructions in Appendix 4.3
- g) Applicants must lodge a Bid Bond amounting to ten million US Dollars (USD 10,000,000) with their application and complete all requirements by the dates set out in Appendix 1. The Bid Bond should not be included in the envelope with the sealed bid.

- h) The Qualification Phase will run under Clause 4.2, with MoCT notifying Applicants of the list of Eligible Applicants on the date specified in Appendix 1.
- i) The MoCT will open the sealed bids of the for evaluation of the qualified bidders.
- j) The Reserve Price for the license has been internally determined by the Ministry. Any bids submitted below this reserve price will not be considered.
- k) MoCT will issue the Award Notice on the date specified in Appendix 1.
- l) The winning Applicant must, within ten (10) days of the award notice, pay ten percent (10%) of the bid value and post a License fee Bond covering the remaining ninety percent (90%) of the bid amount valid for 120 days, using the form in Appendix 4.11.
- m) Full payment of the bid value must be completed within one hundred and twenty (120) days of the award notice, upon which MoCT will proceed to execute the license in accordance with Clause 4.2.3.
- n) Conditions precedent and transition deliverables, including incorporation of the Syrian operating company with the required shareholding, execution of the asset transfer and transitional services documents, and initial compliance filings, must be completed by the dates in Appendix 1. A long-stop date for completion of the asset handover will also be specified in Appendix 1.
- o) MoCT may modify any date in this timetable by issuing an addendum to this RFA, which will be published in the same manner as the RFA itself.

5.2 Licensing Process

The Licensing Process will consist of the following elements:

5.2.1 Qualification Phase

In order to be an Eligible Applicant for entry to the Selection Phase, Applicants must pass the qualification criteria as detailed in the Qualification Criteria Table (Appendix 3 of this RFA) by demonstrating in their Application that they have:

- a) adequate financial resources, evidenced by audited accounts and funding commitments.
- b) appropriate commercial experience and capabilities for operating a mobile cellular service company;
- c) appropriate technical experience and capabilities for deploying and operating a mobile cellular service at national scale;

- d) independence from existing mobile licensees operating in Syria, including compliance with ownership restrictions
- e) Each applicant shall lodge a Bid Bond equal to ten million US Dollars (USD 10,000,000) together with their application, in the form and by the date specified in Appendix 1 and Appendix 4.3.
- f) The bid bond shall be submitted in a sealed envelope as part of the Commercial Offer, in accordance with the requirements published by MoCT.
- g) Should the MoCT, for any reason, decide not to proceed with the auction process, the Bid Bond as well as the application fees shall be refunded in full to the bidder(s), though the decision of MoCT shall be final.

5.2.2 Selection Phase

- a) Once the eligible applicants has been determined, they will participate in the Selection Phase
- b) The successful applicant shall be the eligible applicant who submits the highest valid bid.

5.2.3 Issuance of the License

- a) In accordance with Article 27 of the Telecommunications Law No. 18 of 2010, MoCT shall seek Cabinet approval where required for the award of the License
- b) Upon such approval, MoCT shall issue an Award Notice to the Successful Applicant setting out the payment schedule and conditions precedent to License issuance
- c) Prior to the issuance of the License, the Successful Applicant shall:
 - i. Within 10 Days of the Award Notice, the Licensee shall pay an amount equal to ten percent (10%) of the Upfront License Fee; this amount counts toward the total license fee
 - ii. post a License Fee Bond equal to ninety percent (90%) of the bid value within ten (10) days of the Award Notice, in the form set out in Appendix 4.11
 - iii. pay the full upfront license fee within one hundred and twenty (120) days of the Award Notice

- iv. pay USD 1.6 million entitled to the consultant, in accordance with the terms and conditions set forth in Annex 2 of the framework agreement entered into between the consultant and MoCT
 - v. incorporate a Syrian operating company eligible to hold the License, with a shareholding structure of twenty-five percent (25%) held by the Sovereign Fund and up to seventy-five percent (75%) held by the successful bidder
 - vi. execute the Asset Transfer Schedule detailed in appendix 4.12 and Transitional Services Agreement, and file all initial compliance undertakings, the detailed asset register shall be made available within the data room
- d) The License shall be awarded upon full compliance with the above conditions. The Effective Date shall be the date specified in the License
 - e) A Lock-out Period of five (5) years from the License Award Date shall apply, during which MoCT shall not issue any additional licenses to provide Cellular Services

5.3 Eligibility of Existing Licensees

- a) Existing telecommunications service providers licensed to provide mobile services in Syria are not eligible to apply for, or hold any ownership interest in, an Applicant for this License.
- b) International telecommunications service providers who currently hold five percent (5%) or more of the equity in any existing Syrian mobile operator are not eligible to apply for, or to hold any ownership interest in, an Applicant for this License.

6. INSTRUCTIONS TO APPLICANTS AND APPLICATION CONTENTS

Each Application shall consist of the following elements:

6.1 Part 1-Cover Letter

Each Application shall include a duly completed Cover Letter Form, as per Appendix 4.1 of this RFA, dated and signed by an Authorized Signatory of the Applicant. Where applicable, a power of attorney authorizing the Authorized Signatory shall be attached. The Cover Letter must also identify all documents and information submitted pursuant to this Clause 5.

6.2 Part 2 - Main Proposal

The Main Proposal of the Application should include the following information:

a) Applicant's details

Applicants must provide the following information:

- i. proposed legal name of the Licensee;
- ii. details of the proposed ownership structure of the Licensee, including confirmation of twenty-five percent (25%) shareholding by the Sovereign Fund and up to seventy-five percent (75%) by the bidder
- iii. the name, legal status, registered office address and a description of the business of all proposed shareholders of the Licensee;
- iv. the financial statements of the majority shareholder. These financial statements must be provided for the preceding two fiscal years and should include an audited or certified income statement and balance sheet;
- v. draft Articles of Association and bylaws of the licensee, in a format acceptable to MoCT;
- vi. a written confirmation of independence, including ownership and/or control, from the current licensed Mobile Service Providers in Syria and international telecommunications service providers who currently hold 5% or more in current licensed operators;

- vii. proposed capital of the Licensee.
- viii. details of the organizational structure of the proposed licensee emphasizing project management, system design, technical support, implementation, marketing, sales, operations and maintenance, and the functions and responsibilities of each shareholder

b) Compliance with Qualification Criteria

Documentation must be provided that clearly and unequivocally demonstrates full compliance with each of the qualification criteria set out in Clause 4.2 of this RFA. This documentation must include:

- i. a written commitment to meet the qualification criteria as set out in Clause 4.2.
- ii. details of network implementation and operational experience, including length and breadth of experience, technologies deployed, scope of services, and subscriber base by segment and market
- iii. written commitment to meet the minimum network rollout and coverage requirements set out in Appendix 2 of this RFA
- iv. written commitment to comply with the Telecommunications Law No. 18 of 2010 and all applicable Syrian laws and regulations

c) Business Plan

The Applicant should provide information to show that the overall business plan is viable, realistic and adequately funded. The Business Plan Form attached as Appendix 4.5 of this RFA should be used as a cover page for the Business Plan.

The Business Plan should provide the following information:

- i. Corporate Strategy: high level corporate strategy, including sales and marketing plan, and how it would contribute to Syria Telecom Sector development;
- ii. Feasibility Study: including projected revenue statements, covering profit and loss, balance sheet and budgeted cash flow statements for the first 5 years of operation. Target market

segments, projected customer base, and tariffs by service offering; and

- iii. Human Resource Plan: detailed human resource plan and committed local workforce development in accordance with Syrian labor laws and regulations.
- iv. Financial Summary: Applicants should submit a financial summary using the Pro-forma Financial Summary attached as Appendix 4.8 of this RFA in addition to their full, financial statements including a profit and loss statement, a balance sheet, as well as a cash flow statement and a detailed financing plan. The financial information provided should include a detailed set of key assumptions driving the revenues model as well as a bottom up analysis of capital and operating costs for the services and supporting networks and systems. In their Pro-forma Financial Statements, the Applicants must not include the bid value of their Financial Proposal Form.

d) Technical Proposal

The Technical Proposal Form attached as Appendix 4.4(a) of this RFA should be used as a cover page for the Technical Proposal.

The Technical Proposal should provide the following information:

- i. Service launch, coverage and rollout commitments, including a rollout plan for each of the first five years of operation using the Network Rollout and Coverage Form in Appendix 4.4(b), meeting or exceeding the minimum requirements in Appendix 2
- ii. Proposed service launch date and scale, including coverage and services at launch, and any requirements for customers to roam on existing networks
- iii. operations and technical plan, including network and component hierarchy, capacity metrics, expected use of existing facilities (if any), frequency requirements for transmission, international access plan, and QoS measures
- iv. description of technology standards to be employed, evolution over five years, and migration plan (if applicable)

- v. systems and processes for network monitoring, billing, maintenance, and customer care, with proposed quality standards and reporting arrangements

6.3 Part 3 - Financial Proposal

- a) The Financial Proposal shall set out the upfront amount the Applicant will pay to MoCT for the right to acquire the License, including frequencies as defined in Annex 2 of the License and appendix 4.10 of this RFA, and must include a completed Financial Proposal and Financial Comfort Letter.
- b) Applicants shall submit the Financial Proposal in accordance with the procedure set out in Clause 6 of this RFA.
- c) The Financial Comfort Letter shall be from a Syrian Bank or from an Approved Foreign Bank, in the form set out in Appendix 4.7 of this RFA, indicating availability of financing for the first five years of the Applicant's Business Plan and Technical Proposal.

6.4 Part 4 - Application Fee and Bid Bond

The Application Fee and Bid Bond submitted by Applicants shall be:

- a) Application Processing Fee for an amount equal to USD 3,000,000 payable within 10 Business Days of Notice of Award to MoCT advisors. MoCT shall not be a party to the payment arrangement and shall not receive or control the fee. Payment of the fee is a participation requirement only that applies to all participants equally, and shall not create any conflict of interest, preferential treatment, or entitlement. The evaluation of applications shall be conducted solely in accordance with the criteria and procedures set out in this RFA.
- b) Bid Bond equal to ten million US Dollars (USD 10,000,000) to be submitted by each Applicant in a sealed envelope as part of the Commercial Offer, in the form set out in Appendix 4.3 of this RFA;
- c) both instruments must be issued by a Syrian bank or by an Approved Foreign Bank

the Bid Bond must be valid for a period of one hundred and eighty (180) days from the Application Deadline;

6.5 Part 5 - Binding Nature of Applications

By virtue of having submitted an Application, Applicants will be bound by the information provided and commitments made in their Application.

6.6 Part 6 - Completeness of Applications

Incomplete Applications will be disqualified.

7 PROCEDURE FOR FILING AN APPLICATION

- a) The first and final pages of the original Application must be signed by an Authorized Signatory. Each of the other pages must be stamped and/or initialed by the Authorized Signatory.
- b) An original and two copies of the Application shall be packaged together in a Container(s). Each Container shall be sealed, packed and closed, so that it is not possible to open it without visual evidence. If a Container is not sealed or marked properly, the MoCT will assume no responsibility for the Application or the disposition of its contents. Improperly marked or sealed packages may be rejected by the MoCT.
- c) The total size of the Application should not be greater than 200 pages of A4 in type no less than 10 points and all pages must be numbered (e.g. page 15 of 75). Applicants may attach additional information as annexes to the Application.
- d) Each of the original and two copies of the Application packaged together in the Container(s) shall be submitted in separate sealed envelopes clearly marked "Application for License to provide Mobile Cellular Services". The original and each of the two copies shall be respectively marked as "Original" and "Copy". In the event of any discrepancy between the original and the copies, the original shall prevail. The envelopes shall be sealed so that it is not possible to open them without visual evidence. The sealed envelopes comprising an Application shall enclose one separate sealed envelope marked as "Financial Proposal". The envelope shall contain the information and documentation prescribed in Clause 5.3 of this RFA. The envelopes shall be sealed so that it is not possible to open them without visual evidence.
- e) Applicants are also required to submit electronic versions which enable search capabilities of the Application in a Universal Serial Bus (Adobe Acrobat®, Microsoft Word®, Microsoft PowerPoint®, Microsoft Excel®). The electronic versions of the Application should not include any details of the Financial Proposal.

- f) Applicants must deliver the Container(s) by hand or by courier to the MoCT at the following address:

**The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic**

- g) The original and all copies of the Application shall be typed or written in indelible ink.
- h) Applications shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Applicant, in which case the person or persons signing the Application shall initial such corrections.
- i) All Applications will be valid for a period of 180 days from the Deadline for applications.
- j) Failure by any Applicant to provide all of the information required in the Application or any additional information required by the MoCT may lead to the rejection of such Application in its entirety.
- k) Each Applicant will be required to pay, along with its Application in a separate envelope marked as “Application Processing Fee,” a processing fee of USD dollars three million (USD 3,000,000), and provide a Bid Bond equal to ten million US Dollars (USD 10,000,000) in the form set out in Appendix 4.3. Both instruments must be lodged in accordance with Clause 6.4 of this document.

8 GENERAL PROVISIONS

8.1 Request for Clarification

- a) Questions concerning the RFA must be submitted to the MoCT in either Arabic or English by April 15th, 2026. All questions should contain the name, address, fax number and e-mail address of the questioner. All questions must make reference to the relevant clauses in the RFA and its Appendices.
- b) Answers to questions will be made available on the MoCT website by April 30th 2026. The MoCT will provide the answers to such questions in Arabic and English translation. If there is a discrepancy between the two documents, the Arabic version shall prevail.

8.2 Confidentiality of Applications

- a) The MoCT shall treat all Applications received in relation to this RFA as confidential during the period before the award of Licenses but Applications will not be returned to Applicants.
- b) Claims of confidentiality and the treatment of any information for which confidentiality is claimed are subject to the Telecom Law 18/2010 and Executive Provisions.
- c) Neither the MoCT and its employees nor its Advisors shall be liable in any respect whatsoever to any Applicant or any of its members or representatives for damages or harm resulting from a failure to maintain such confidentiality.

8.3 MOCT Use of Applications

Subject to applicable patent, copyright, trademark and similar laws, the MoCT shall have the right to use or reproduce ideas and information contained in an Application without notice or compensation of any kind to the Applicant.

8.4 Cost of Application and Application Process

The Applicant shall bear all costs associated with the preparation and filing of its Application. MoCT will in no case be responsible for these costs, regardless of the conduct or outcome of the Application process.

8.5 Reservation of Rights

- a) This RFA is available to all interested parties on the MoCT website. The MoCT retains the Copyrights of this RFA and related documents. Reproduction of these documents for purposes other than this Licensing process without MoCT written permission is subject to applicable Copyrights rules and regulation of Syrian Arab Republic. The information contained in this RFA or subsequently provided to Applicants, whether orally or in documentary form by or on behalf of the MoCT or any of its employees or Advisors, is provided to Applicants on the terms and conditions set out in this document.
- b) This RFA is not an agreement and does not constitute an offer by the MoCT to any other party. This RFA does not purport to contain all the information each Applicant may require. It is not the role of the MoCT, its employees or Advisors to consider the investment objectives, financial situation and particular needs of each Applicant who obtains this RFA. The MoCT has made reasonable efforts to include accurate

and current information in this RFA and in any other documentation provided to Applicants. However, no representation or warranty, expressed or implied, is made by the MoCT or its employees or by any of its Advisors as to the accuracy, reliability or completeness of the information provided and neither the MoCT and its employees nor any of its Advisors shall have any liability whatsoever to any Applicants or owners or shareholders or any other person resulting from use of or reliance on any of the information so provided. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information set out in this RFA and obtain independent advice from appropriate sources prior to use of or reliance on that information.

- c) Notwithstanding any other provisions in this RFA, for whatever reason and without incurring any costs or liabilities or any obligation to inform the Applicants of the reasons for its actions, the MoCT reserves the absolute and unfettered right, in its sole discretion:
- i. to take any action, including amending, updating and supplementing this RFA and any other MoCT documents, which it considers necessary to ensure that the licensing process occurs in a fair, open and transparent manner, in accordance with the laws of Syria and so as to meet the objectives of the MoCT;
 - ii. to modify the licensing process set out in this RFA and any other MoCT documents;
 - iii. to accept or reject any Application and to waive any minor informalities or defects in Applications received;
 - iv. to reject any Applicant or Application which the MoCT reasonably believes may pose a risk to national security, safety or scarce resources or which, following the award of a license, may lead to an anti-competitive environment in the market for public telecommunications services in Syria;
 - v. to annul, postpone and/or terminate the licensing process or revoke an award of license at any time before the license is actually issued; and
 - vi. to qualify or not qualify any one or more Applicants who have filed an Application.

- d) Neither the Government of Syrian or any of its agencies, employees, representatives, advisors or consultants, including the MoCT and its Advisors, shall incur any liability whatsoever to any Applicant or it's owners or shareholders or any other person by reason of any Decision made or action taken by the MoCT, its employees or Advisors in connection with the evaluation and selection of an Applicant or the carrying out or termination of the RFA process.

8.6 Other Provisions

- a) Disqualification Prior To Issuance Of License - The MoCT may refuse to evaluate Applicants and remove them from further consideration for any of the reasons set out below:
- i. failure to comply with any of the procedures or other requirements established by this RFA;
 - ii. illegal conduct by the Applicant related to the RFA process;
 - iii. any attempts by the Applicant to influence the evaluation of Applications;
 - iv. any corrupt practice by the Applicant, including the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to the licensing process established by this RFA;
 - v. any fraudulent practice by the Applicant, including misrepresentations of fact or intention, and collusive practices, prior to or after submission of Applications, designed to undermine the integrity of the RFA process.
- b) Applicants are not allowed to contact any member of the Board or staff of the MoCT and its Advisors in any way whatsoever in order to seek clarifications or other information regarding this RFA document other than by the means given in this RFA. Any breach of this requirement will result in the disqualification of the Applicant.
- c) Disqualification Subsequent To Issue Of License - If at any time the MoCT learns that any of the activities referred to in Clause 7.6(a) of this RFA has occurred, the MoCT may revoke the relevant license without compensation, in accordance with the provisions of the Act and the Bylaw. The provisions of this Clause are in addition to any criminal or

civil legal action that may be available to or taken by any government entity or regulatory authority, including the MoCT.

8.7 Legal and Formal Requirements

- a) Governing Law - This RFA and any License granted or denied pursuant to this RFA shall be exclusively subject to, and interpreted in accordance with, the laws of the Syrian Arab Republic.
- b) Settlement of disputes - Any dispute, controversy or claim arising out of or in connection with this RFA, or the breach, termination or invalidity thereof, shall be settled by MoCT under Telecom Law No. 18/2010 and applicable Syrian law.
- c) Language – The Application and associated documentation must be filed in both the Arabic and English languages. However, Applicants may elect to submit supporting materials including brochures, annual reports and technical documents only in the English language.
- d) Currency – All amounts of currency stated in the Application shall be expressed in US Dollars

8.8 Communications in Connection with the Licensing Process

- a) All correspondence with the MoCT, other than the filing of the Application, shall be submitted to either of the following addresses:
 - i. By e-mail to:
MobileRFA@moct.gov.sy
 - ii. Delivery by hand or by courier:
**The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic**
- b) All correspondence should contain the name, address, fax number and e-mail address of the sender for the dispatch of any written response.

Appendix 1

License Award Process Timetable

APPENDIX 1

[Note to Applicants: please refer to Clause 5.1 of the RFA]

LICENSE AWARD PROCESS TIMETABLE

Phase / Event	Date(s)
Deadline for submitting Questions on RFA	March 25 th 2026
Answers on RFA Questions	April 1 st 2026
Deadline for submitting Applications Referred to as Deadline in the RFA	April 30 th 2026
Qualification Phase Announcement of Applicants meeting the qualification criteria (Clause 4.2.1)	May 7 th 2026
Selection Phase MoCT to open sealed bids (Clause 4.2.2)	May 10 th 2026
Issuance of the License Award of license as per Clause 4.2.3	Subject to completion of the requirements as per Clause 4.2.3.

Appendix 2

Minimum Network Rollout and Coverage Requirements

APPENDIX 2

[Note to Applicants: please refer to Clause 5.2 of the RFA]

Minimum Network Rollout and Coverage Requirements

The license to be offered is “Technology Neutral”. The licensee is permitted to deploy any radio technology that meets the coverage and quality requirements highlighted in this document, as well as the market needs. The selection should take into consideration the need to continue to offer voice services while also availing of high quality, wide coverage mobile broadband data services.

The voice services offered by the licensee can include, but not be limited to, 2G/3G Circuit Switched services and Packetized Voice services (VoLTE & VoNR). The mobile data services may include Mobile Broadband data services, Mobile high speed Internet access, text messaging and IoT based services

Minimum network rollout and coverage requirements are defined in Tables 2.1.

Table 2.1 : Network Rollout and Coverage Obligations

1	Within 12 months of Service Launch	<ul style="list-style-type: none"> • Licensee is expected to provide 98% population coverage for voice and basic data services. • Licensee is expected to provide 90% population coverage for mobile broadband data services.
2	Within 24 months of Service Launch	<ul style="list-style-type: none"> • Licensee is expected to provide 100% population coverage for voice and basic data services. • Licensee is expected to provide 95% population coverage for mobile broadband data services.
3	5G Rollout Obligation	<p>Service Launch Milestones</p> <p>Commercial Launch Deadline</p> <ul style="list-style-type: none"> • Licensee shall commercially launch 5G Standalone (SA) services within 3 years from license award • Network must support: <ul style="list-style-type: none"> ○ 5G NR SA core, ○ VoNR readiness, ○ Network slicing capability (basic slice),

		<ul style="list-style-type: none"> ○ Latency < 15 ms (network-level target) <p>Coverage Obligations</p> <ul style="list-style-type: none"> ● Population Coverage <ul style="list-style-type: none"> ○ Year 1: ≥ 30% of population ○ Year 3: ≥ 50%. ○ Year 5: ≥ 80%. <p>Geographic Coverage</p> <ul style="list-style-type: none"> ● National roads, industrial zones, airports, economic zones, and priority government locations must be covered by year 1. <p>Indoor Coverage Targets</p> <ul style="list-style-type: none"> ● Indoor coverage KPIs for: <ul style="list-style-type: none"> ○ Government buildings, ○ Transport hubs, ○ Malls and commercial districts. <p>Performance & Quality-of-Service (QoS) Requirements with 12 months</p> <ol style="list-style-type: none"> 1. Minimum Downlink/Uplink Speeds for 90% of users within the network coverage <ul style="list-style-type: none"> ○ Downlink: ≥ 50 Mbps median. ○ Uplink: ≥ 25 Mbps median. 2. Latency Requirements <ul style="list-style-type: none"> ○ ≤ 15 ms end-to-end latency for enhanced mobile broadband (eMBB). ○ Support for ultra-reliable low-latency communications (URLLC) by year 3. <p>Network Slicing & Enterprise Enablement</p> <ul style="list-style-type: none"> ● Mandatory Slice Availability - Government-Priority Slice - Provide a secure slice for government/public
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		safety services (subject to regulator coordination).
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The awarded Licensee should provide a detailed rollout plan within a month following the award of the license.

At the first phase of network rollout (at the 12 months mark following the license award), the licensee network is expected to meet the following Network Performance obligations. All KPIs are to be measured for the target coverage areas defined above and are to be taken at busy hour (BH).

1. Network Availability – Range 96%-98%
2. Call Setup Success Rate (CS Services) – Range 98%-99%
3. Call Setup Success Rate (PS Services including Packet Voice) – Range 96%-98%
4. Drop Call Rate (CS Services) – Less than 2%
5. Call Drop Rate (PS Services) – Less than 4%
6. DL per user data throughput - \geq 50 Mbps increasing to 100 Mbps in Y3 for 90% of users within the network coverage
7. UL per user data throughput - \geq 25 Mbps increasing to 50 Mbps in Y3 for 90% of users within the network coverage
8. Packet Loss Rate (BH) – Range Less than 2%
9. End to End latency: 15 Msec decreasing to 12 Msec in Y3
10. Affordable broadband packages \leq 2% of monthly GNI
11. Redundancy for all core network elements
12. Infrastructure sharing (passive/active)

The above KPI target will be revised at the end of 12 months following the license award.

KPI assessment

In order to ensure optimal quality for the services offered, the licensee is expected to submit, to the Ministry/Regulator, quarterly detailed KPI report clearly showing any deviation from the target coverage and performance KPIs with justifications for any deviation. Furthermore MoCT/Regulator will be carrying out bi-annual assessment of the licensee's network. The assessment will cover both coverage and network performance and will be carried out with the full cooperation of the licensee



Appendix 3

Qualification Criteria Table

APPENDIX 3

[Note to Applicants: please print this form and complete in accordance Clause 5.2 of the RFA]

QUALIFICATION CRITERIA TABLE

Characteristic	Criteria	Compliance (Yes/No)	Reference Page Number
Operator Status	The Applicant must be a mobile operator with substantial operational experience in deploying and managing cellular networks.		
Subscriber Base	Has provided services to $\geq 10,000,000$ active subscribers in a single market in the latest audited year.		
Operational Experience	≥ 1 year operating a greenfield mobile network (or equivalent greenfield launch experience).		
Service Quality & Reliability	≥ 12 months of uninterrupted service with no major regulatory penalties in the latest audited year (home or reference market).		
Technology Capability	Demonstrated experience with next-generation technologies (5G NR SA) and capability to migrate networks as required.		
Revenue Scale	\geq USD 500 million annual mobile revenues (latest audited year), supported by audited financial statements.		
Minimum Asset Base	Positive total assets exceeding liabilities in the latest audited balance sheet (positive equity).		
Funding Access	Documented, committed funding/credit facilities sufficient to cover initial rollout commitments.		
Capitalization Commitment	Written commitment to provide adequate equity capitalization to support rollout & coverage obligations, and to lodge a Bid Bond equal to USD 10,000,000.		



Rollout Plan	Submission of a network rollout plan with clear coverage targets and timelines.		
Market Strategy	Submission of a documented market strategy covering positioning, pricing, and customer acquisition.		
Service Offering	Submission of a defined initial service portfolio for commercial launch.		

Appendix 4.1

Cover Letter Form

APPENDIX 4.1

[Note to Applicants: please print this form and complete in accordance with Clause 6.1 of the RFA]

COVER LETTER FORM

His Excellency the Minister of MoCT
The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic

[Insert Date]

Name of Applicant.....

Dear Sirs,

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

1. Having examined the RFA and the attached appendices including the Licenses, we the undersigned hereby submit an Application for the grant of a License to provide Mobile Cellular Services.
2. We have duly completed this letter and enclose herewith:
 - a) Main Proposal as detailed in Clause 5 of the RFA;
 - b) the [powers of attorney/notarized certificates] that clearly evidence the authority to sign of the signator[y/ies] of this cover letter and other documents filed with our Application that require signature (using the Power of Attorney Form attached as Appendix 4.2 of the RFA);
 - c) the Financial Proposal as detailed in Clause 5.3 of the RFA
 - d) a Bid Bond (using the Bid Bond Form attached as Appendix 4.3 of the RFA);
 - e) and a completed Compliance Checklist (using the Compliance Checklist Form attached as Appendix 4.9 of the RFA);

3. We confirm that our Application is open for acceptance by the MoCT until and including that date which is 180 days from the Deadline.
4. We confirm our agreement to the terms, conditions and provisions of the RFA.
5. We agree that, in the event of a discrepancy between this cover letter and the RFA, the RFA shall prevail.
6. We confirm that all information provided in our Application and all associated documentation is complete, true and accurate in every detail and by virtue of having submitted an Application, we are bound by the information and commitments made by us.
7. For the avoidance of doubt:
 - a) in this letter, words and expressions shall have the same meanings as are respectively assigned to them in the RFA; and
 - b) this letter and all other documents comprising our Application shall be governed by and construed in accordance with the laws of the Syrian Arab Republic.
8. We undertake that, if our Application is accepted, we shall:
 - a) pay all required fees and amounts stipulated in the RFA and the Licenses; and
 - b) perform all other obligations required by the RFA including without limitation all requirements set out in Clause 5 of the RFA.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Applicant]

[Date]

Appendix 4.2

Power Of Attorney

APPENDIX 4.2

[Note to Applicant: please print this form, complete and submit with Application]

POWER OF ATTORNEY

Name of Applicant.....

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

This power of attorney is made on [] by [] (registered number []) whose registered office is at [] (the **Company**).

The Company hereby appoints [] of [] to be its true and lawful attorney (the **Attorney**) with the full power and authority of the Company in its name to:

- a) execute on the Company's behalf in whatever manner required any document or thing lawfully necessary to effect the Application for the Mobile Cellular License in such form as the Attorney in his absolute discretion may reasonably deem necessary or desirable; and
- b) do or cause to be done all such acts and things as the Attorney in his absolute discretion may reasonably deem necessary or desirable in order to carry out and give effect to the Application for the Mobile Cellular License or any related matter.

The Company undertakes to ratify whatever the Attorney may do in its name or on its behalf in exercising the powers contained in this document and to indemnify the Attorney against any loss incurred by him in connection with anything lawfully done by him in the exercise or the purported exercise of the powers contained in this document, save for any loss which would not have arisen but for the negligence or fraud of the Attorney.

This power of attorney is governed by the laws of Syrian Arab Republic.

IN WITNESS of which this power of attorney has been executed as a deed and has been delivered on the date which first appears above.

[Signed as a deed by	[]
Acting by	[]
And	[]

.....
Director

Appendix 4.3

Bid Bond Form

APPENDIX 4.3

[Note to Applicant: please print this form and complete in accordance with Clause 5.1 of the RFA]

BID BOND FORM

His Excellency the Minister of MoCT
The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic

[Insert Date]

Name of Applicant.....

Dear Sirs,

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

Since *[insert name of applicant]* have submitted their Application for the Mobile Cellular Service to provide Public Mobile Cellular Services in the Syrian Arab Republic, we, *[Name of Issuing Bank]*, hereby unconditionally and irrevocably undertake to pay you the sum of 10,000,000 US Dollars in accordance with the following:

1. we shall pay you immediately upon your written demand and irrespective of any objection by the Applicant or any other party such amount or amounts as you may demand not exceeding in the aggregate the above mentioned amount, namely: by transfer to your account at any bank in the Syrian Arab Republic or in any other manner acceptable to you;
2. all payments made based on your demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees deductions or withholding of any nature whatsoever and by whomsoever imposed;

3. the undertakings contained in this bid bond constitute direct and fundamental obligations of ours and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source, such as change in the conditions of the licensing process or extension thereof or change in the scope or nature of work to be performed, or any omission, act or proceeding by you or by a third party which would excuse or discharge us from the obligations and liabilities stated in this bid bond;
4. this bid bond shall remain valid and in full force and effect until TBD pursuant to the conditions of this bid bond. If you provide us with a written and signed notice on or before the date specified for the expiration of this bid bond (or any subsequent extensions pursuant to the conditions hereof) that we should extend the bid bond, we shall:
 - a) automatically extend this bid bond for the required period from the original expiration date of the bid bond or from the expiration date of any subsequent extensions, as specified in the extension request; or
 - b) pay you the value of the bid bond;
5. we represent and confirm that the amount of this bid bond does not exceed twenty percent (20%) of the total paid-up capital and reserves of the bank; and
6. any dispute with respect to this bid bond shall be resolved exclusively by the competent authorities in the Syrian Arab Republic and according to the Syrian laws, regulations, decisions, rules and instructions.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Issuing Bank]

[Date]



Appendix 4.4a

Technical Proposal Form

APPENDIX 4.4(a)

[Note to Applicant: please print this form and complete in accordance with Clause 6.2 of the RFA]

TECHNICAL PROPOSAL FORM

His Excellency the Minister of MoCT
The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic

[Insert Date]

Name of Applicant:

Dear Sirs,

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

We, *[insert name of Applicant]* confirm that the attached document is our Technical Proposal to provide Public Mobile Cellular Services in Syria . As such, this Technical Proposal is subject to the terms and conditions set out in the RFA for Public Mobile Cellular Services in Syria and the Cover Letter submitted with our Application.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Applicant]

[Date]

Appendix 4.4b

Network Rollout and Coverage Form

APPENDIX 4.4(b)

[Note to Applicant: please print this form and complete in accordance with Clause 6.2 of the RFA]

NETWORK ROLLOUT AND COVERAGE FORM

Name of Applicant:

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

Applicants must complete this Network Rollout and Coverage Form and submit it as part of their Technical Proposal. As stated in Clause 5.2 of the RFA, the Licensee shall meet or exceed the minimum requirements stated in the Appendix 2 of the RFA.

Service Launch

Commercial Service Launch	
---------------------------	--

Rollout & Coverage

	Date	% Population covered	Cities Covered	Highways Covered
<i>Commercial Service Launch</i>				
Commercial Service Launch + 1 yr				
Commercial Service Launch + 2 yrs				



Commercial Service Launch + 3 yrs				
Commercial Service Launch + four (4) years				
Commercial Service Launch + five (5) years				

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Applicant]

[Date]



Appendix 4.5

Business Plan Form

APPENDIX 4.5

[Note to Applicant: please print this form and complete in accordance with Clause 6.2 of the RFA]

BUSINESS PLAN FORM

His Excellency the Minister of MoCT
The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic

[Insert Date]

Name of Applicant:

Dear Sirs,

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

We, *[insert name of Applicant]* confirm that the attached document is our Business Plan and forms part of our Application for a Mobile Cellular Services License to provide Public Mobile Cellular Services in Syria. As such, this Business Plan is subject to the terms and conditions set out in the RFA for Public Mobile Cellular Services in Syria and the Cover Letter submitted with our Application.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Applicant]

[Date]



Appendix 4.6

Financial Proposal Form

APPENDIX 4.6

[NOTE TO APPLICANTS: PLEASE PRINT THIS FORM AND COMPLETE in accordance with Clause 6.3 of the RFA]

FINANCIAL PROPOSAL FORM

The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic
[Insert Date]

Name of Applicant:

Dear Sirs,

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

We, [insert name of Applicant] bid [insert amount] US Dollars for the License.

We, [insert name of Applicant] confirm that:

1. the attached document is our Financial Proposal and forms part of our Application for a License to provide Mobile Cellular Services in Syria. As such, this Financial Proposal is subject to the terms and conditions set out in the RFA for Public Mobile Cellular Services in Syria and the Cover Letter submitted with our Application; and
2. subject to being open for acceptance by the MoCT until and including that date which is 180 days from the Deadline, this Financial Proposal is irrevocable, made without qualification and is not subject to any condition of any kind, other than being awarded the License.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]
[Name of Authorized Signator[y/ies]]
[Name of Applicant]
[Date]



Appendix 4.7

Financial Comfort Letter Form

APPENDIX 4.7

[Note to Applicant: please print this form and complete in accordance with Clause 6.3 of the RFA]

FINANCIAL COMFORT LETTER FORM

His Excellency the Minister of MoCT
The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic

[Insert Date]

Name of Applicant:

Dear Sirs,

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

We, *[insert name of signing bank]* understand that the company has made an offer to acquire a Mobile Cellular License in the Syrian Arab Republic for USD *[insert bid value]*.

Based on our thorough review of the following, we are confident that the company will have sufficient access to funding to meet its peak financing requirements during the first five years of the business plan, inclusive of the proposed license fees:

- the Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic (the RFA);
- the company's Application for the grant of the License including the business plan for the establishment of a mobile operation in the Syrian Arab Republic;
- the financial resources available to the company; and
- our assessment of the company's ability to raise financing in the domestic and international debt capital markets for the establishment of the mobile operation in the Syrian Arab Republic.

Our review and assessment is based on the information that was available to us at this date, and is subject to various conditions. These include no substantial delays in the license award process, execution of documentation in satisfactory form, satisfactory conditions in the domestic and international debt capital markets, and no change in the terms of the license to be issued.

This letter is not intended to create legal relations between us and is not a commitment to provide financing to the company.

This letter is governed by the laws of the Syrian Arab Republic and the courts of the Syrian Arab Republic shall have exclusive jurisdiction over any dispute arising out of or in connection with it. The parties accordingly submit to the exclusive jurisdiction of the courts of the Syrian Arab Republic.

Please do not hesitate to contact us if you have any questions.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Issuing Bank]

[Date]



Appendix 4.8

Pro-Forma Financial Summary

APPENDIX 4.8

[Note to Applicant: please print this form and complete in accordance with Clause 5.2 of the RFA]

PRO-FORMA FINANCIAL SUMMARY

Name of Applicant:

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

	Unit	Years after commercial launch				
		Year 1	Year 2	Year 3	Year 4	Year 5
Operating Metrics						
% Population Coverage	%					
Number of Base Stations	#					
Total Minutes of Usage	Millions					
Outgoing	Millions					
Incoming	Millions					
Number of Employees	#					
Market/Revenue Assumptions						
Population	Millions					
% Growth	%					
% Addressable Market	%					
Addressable Market	Millions					
Penetration	%					
Market Share	%					
Market Share of Gross Adds	%					
Market Churn	%					
Average Number of Subscribers	Millions					
% PostPaid Subscribers	%					
PostPaid ARPU	USD					
Voice ARPU	USD					
Data ARPU	USD					
				USD		
PrePaid ARPU	USD					
Voice ARPU	USD					
Data ARPU	USD					

Average ARPU (PostPaid and Prepaid)	USD
Domestic Voice ARPU	USD
International Voice ARPU	USD
Data ARPU	USD
% Roaming Revenue	%
Customer Roaming Revenue	USD million
Non Customer Roaming Revenue	USD million
	USD million
Network Revenue	USD million
Equipment Revenue	USD million
Interconnect Revenue	USD million
Other Operating Revenue	USD million
Revenue	USD million
Cost Structure	
Average Acquisition Cost per Subscriber	USD
Marketing Cost per Subscriber	USD
Total Subscriber Acquisition Cost	USD million
<i>% of Revenue</i>	%
Average Administration Cost per Subscriber	USD
Total Administration Cost	USD million
<i>% of Revenue</i>	%
National Roaming Costs	USD million
Interconnect Expenses	USD million
Other Operating Expenses	USD million
Total Costs	USD million
<i>% of Revenue</i>	
EBITDA	USD million
<i>% of Revenue</i>	
EBIT	USD million
<i>% of Revenue</i>	
Net Income	USD million
<i>% of Revenue</i>	

Cash Flow Items

Capital Expenditure	USD million
<i>% of Revenue</i>	%
Cash Flow from Operations	USD million
<i>% of Revenue</i>	%
Cash Flow from Financing	USD million
<i>% of Revenue</i>	%
Net Cash Flow	USD million

Financing Plan

Cash and cash equivalents	USD million
Debt	USD million
Equity	USD million
Total Sources of Financing (Debt and Equity)	USD million

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Applicant]

[Date]

Appendix 4.9

Compliance Checklist

APPENDIX 4.9

[Note to Applicant: please print and complete]

COMPLIANCE CHECKLIST

His Excellency Abdulsalam Haykal

Minister of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic

[Insert Date]

Name of Applicant.....

Dear Sirs,

Re: Request for Applications for the Licensing of Mobile Cellular Services in the Syrian Arab Republic

Note: Where the Applicant is compliant, no additional notes or reservations shall be added. In any case where the Applicant is not fully compliant with one or more of the following criteria a full explanation must be provided. Note that this compliance checklist is merely a summary of the RFA requirements, and in the case of any contradiction between the contents of the RFA and the contents of this checklist, the RFA shall prevail.

Application Check-List	Compliant (Yes/No)	Reference to page numbers in the Application
Cover Letter (Clause 5.1) i. Cover Letter Form (Appendix 4.1) ii. Power of Attorney authorization (Appendix 4.2)		
Main Proposal (Clause 5.2)		
i. Applicant's details (Clause 5.2 (a)) ii. Compliance with Qualification Criteria (Clause 5.2 (c) and Appendix 3) iii. Business Plan (Clause 5.2 (d) along with Business Plan Form as described in Appendix 4.5 and Pro-Forma Financial Summary as described in Appendix 4.8.) iv. Technical Proposal (Clause 5.2 (e) along with Technical Proposal Form as described in Appendix 4.4a and Network Rollout and Coverage Form as described in Appendix 4.4b)		
Financial Proposal (Clause 5.3)		
i. Financial Proposal Form (Appendix 4.6) ii. Financial Comfort Letter (Appendix 4.7)		
Bid Bond (Clause 5.4)		
Processing Fee (Clause 6(k))		

[Signature of Authorized Signator[y/ies]]
 [Name of Authorized Signator[y/ies]]
 [Name of Applicant]
 [Date]



Appendix 4.10

Assigned Radio Frequency Spectrum

APPENDIX 4.10: Assigned Radio Frequency Spectrum

For the provision of Mobile Telecommunications Services within the Syrian Arab Republic, and in accordance with the terms and conditions of this License Agreement, the License shall include a number of Spectrum Bands as defined in the designated frequency allocation.

Table 2.1 - Spectrum bundled with the license

Spectrum band	Assignment Duration of License	Assignment Optional*
800 MHz	2 × 30 MHz	
900 MHz	2 × 10 MHz	5 MHz
1800 MHz	2 × 25 MHz	15 MHz
2100 MHz	2 × 20 MHz	10 MHz
2600 MHz	100 MHz (unpaired)	
3500	100 MHz (unpaired)	

Optional Assignment for a period not exceeding five years from the date of award of the License. The Licensee will have to return the spectrum to the Ministry at the end of the period. The charges for the usage of the optional spectrum would be USD 10 million for the first year and USD 20 million per year for the remaining 4 years.

The Upper 6 GHz band (6,425-7,125 MHz), intended to support 5G-Advanced services, forms part of the Ministry's spectrum roadmap and may be made available in due course on terms and conditions to be decided by the Ministry.



Appendix 4.11

License fee Bond

APPENDIX 4.11

[Note to Applicant: please print this form and complete in accordance with Clause 6.4 of the RFA]

LICENSE FEE BOND FORM

His Excellency the Minister of MoCT
The Office of the Minister,
Ministry of Communications and Information Technology,
Al-Salhiyeh District,
Damascus
Syrian Arab Republic

[Insert Date]

Name of Applicant.....

Dear Sirs,

Re: License Fee Bond in relation to the Licensing of Mobile Cellular Services in the Syrian Arab Republic

Since [insert name of Licensee] has been awarded a License to provide Mobile Cellular Services in the Syrian Arab Republic, we, [Name of Issuing Bank], hereby unconditionally and irrevocably undertake to pay you the sum of [amount equivalent to ninety percent (90%) of the bid value] in accordance with the following:

1. we shall pay you immediately upon your written demand and irrespective of any objection by the Licensee or any other party such amount or amounts as you may demand not exceeding in the aggregate the above mentioned amount, namely: by transfer to your account at any bank in the Syrian Arab Republic or in any other manner acceptable to you;
2. all payments made based on your demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees deductions or withholding of any nature whatsoever and by whomsoever imposed;
3. the undertakings contained in this license fee bond constitute direct and fundamental obligations of ours and are unconditional and irrevocable. We

shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source, such as change in the conditions of the licensing process or extension thereof or change in the scope or nature of work to be performed, or any omission, act or proceeding by you or by a third party which would excuse or discharge us from the obligations and liabilities stated in this license fee bond;

4. this license fee bond shall remain valid and in full force and effect for one hundred and twenty (120) days pursuant to the conditions of this license fee bond. If you provide us with a written and signed notice on or before the date specified for the expiration of this license fee bond (or any subsequent extensions pursuant to the conditions hereof) that we should extend the license fee bond, we shall:
 - a) automatically extend this license fee bond for the required period from the original expiration date of the license fee bond or from the expiration date of any subsequent extensions, as specified in the extension request; or
 - b) pay you the value of the license fee bond;
5. we represent and confirm that the amount of this bid bond does not exceed twenty percent (20%) of the total paid-up capital and reserves of the bank; and
6. any dispute with respect to this license fee bond shall be resolved exclusively by the competent authorities in the Syrian Arab Republic and according to the Syrian laws, regulations, decisions, rules and instructions.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Issuing Bank]

[Date]

Appendix 4.12

Asset Transfer Schedule

APPENDIX 4.12

[Note to Applicant: please print this form and complete in accordance with Clause 5.2 of the RFA]

ASSET TRANSFER SCHEDULE

This Asset Transfer Form (“Form”) is issued in accordance with Clause 4.2.3 (C) (V) of the RFA and is to be used for documenting the transfer of assets between the existing operator (Transferor) and the licensee (Transferee).

4.12.1 - Assets to be Transferred

This Asset Transfer Form (“Form”) is executed between the Transferor and the Transferee for the purpose of documenting the transfer of ownership and/or custody of the assets listed below.

The following assets are hereby transferred from the Transferor to the Transferee:

Asset ID / Tag No.	Description of Asset	Quantity	Condition	Location	Remarks

(Additional rows may be added as needed.)

4.12.2– Transfer Details

Effective Date of Transfer: _____

Supporting Documents (if any): _____

Appendix 4.13

Data room contents

APPENDIX 4.13

Access to Additional Information

a. **Data Room Access**

Subject to the execution of a Non-Disclosure Agreement (“NDA”) in the form prescribed in Annex 4.14, the Authority shall grant prospective Applicants access to a designated data room.

b. **Scope of Information**

The data room shall contain supplementary materials relating to the existing operator’s existing operations, assets, subscriber base, and applicable legal and regulatory frameworks (summarized in table 4.13.1).

c. **Conditions of Access**

Access to the Supplementary Information shall be granted solely for the purposes of conducting due diligence in connection with this Request for Applications (RFA) and shall remain subject to all confidentiality obligations under the executed NDA and the provisions of this RFA.

Table 4.13.1 Overview of Data Room Materials

#	Documents
1	Request for Applications for Second Mobile License
2	Individual license document for Operation of Public Mobile Telecommunications Network in Syrian Arab Republic
3	Existing interconnection agreements, vendor contracts, disputes/litigation
4	2025 Constitutional Declaration for the Syrian Arab Republic
5	Telecommunications Law No. 18 of 2010
6	National numbering plan
7	National frequency plan
8	Existing Operator Monthly report (September 30th)
9	Existing asset register
10	Existing spectrum



11	Financial reports 2022-2024
12	Cell sites geo-location
13	Existing Operator Organizational structure and employee data
14	Quality of Service Requirements

Appendix 4.14

NDA for Data Room Access

APPENDIX 4.14

[Note to Applicant: please print this form and complete in accordance with Clause 5.1 (b) of the RFA]

Non-Disclosure and Data Room Access Agreement

This Agreement (hereinafter referred to as the “Agreement”) is made and entered into between: instead of “Ministry of Communications and Information Technology of the Syrian Arab Republic (hereinafter referred to as the “Ministry” or “MoCT”), having its principal office in Damascus, Syria;

and _____ (hereinafter referred to as the “Interested Party”), having its registered address at _____.

1. Purpose

This Section sets forth the purpose of this Agreement. The Ministry has established a secure online data room containing supplementary reference materials relevant to the Second License Proposal (the “Project”). The Interested Party has requested access to such materials for the sole and limited purpose of conducting its own internal assessment in preparing and submitting a proposal for the Project. This Agreement defines the conditions under which the Ministry will grant access to such materials and the obligations of the Interested Party in respect of confidentiality, use, and protection of information obtained.

2. Definition of Confidential Information

For the purposes of this Agreement, the term “Confidential Information” shall mean all information, whether written, electronic, or visual, including but not limited to data, reports, analyses, summaries, or other materials made available to the Interested Party or its representatives by the Ministry, whether directly or through the data room, and whether before or after the date hereof. Confidential Information shall include, without limitation, all information concerning the Project, its technical and commercial structure, processes, and any related studies or reference materials.

Confidential Information shall not include information that:

- a) is or becomes publicly available through no act or omission of the Interested Party in breach of this Agreement.
- b) is lawfully obtained by the Interested Party from a third party without restriction and without breach of any obligation of confidentiality; or

- c) is independently developed by the Interested Party without reliance upon or reference to the Confidential Information.

3. Obligations of Confidentiality

The Interested Party hereby undertakes and agrees that it shall:

- a. use the Confidential Information solely for the purpose specified in Section 1 hereof and for no other purpose whatsoever;
- b. not disclose, publish, or otherwise make available any Confidential Information to any third party except to its employees, affiliates, or professional advisers who have a legitimate need to know the same for the said purpose and who are bound by confidentiality obligations no less stringent than those contained herein;
- c. not copy, download, transmit, export, or otherwise transfer any part of the Confidential Information outside the data room or outside the Syrian Arab Republic without the prior written consent of the Ministry, except that the Interested Party, its affiliates, and its and their respective employees, officers, and professional advisers located outside the Syrian Arab Republic may do so in accordance with Clause 3(b) of this Agreement; and
- d. take all reasonable measures to ensure that all persons to whom such information is disclosed comply fully with the terms of this Agreement.

4. Data Room Access

The Ministry shall, at its sole discretion, grant the Interested Party limited, revocable, and non-transferable access to the online data room under the conditions and procedures as it may establish from time to time. Access may be withdrawn or suspended by the Ministry at any time without the need to provide prior notice or justification. All materials and data provided through the data room are supplied strictly for informational purposes, and the Ministry makes no representation or warranty, express or implied, as to their accuracy, completeness, or fitness for any particular purpose.

5. No License or Rights Granted

Nothing contained in this Agreement shall be construed, by implication or otherwise, as granting to the Interested Party any license, right, title, or interest in or to the Confidential Information, any intellectual property rights of the Ministry, or any rights other than the limited right of access expressly set out herein. The Interested Party shall not, without the prior written consent of the Ministry, use the name, emblem, or any other designation of the Ministry, nor make any public announcement, communication, or reference to this Agreement, the data room, or the Project in any form whatsoever; save to the extent required by applicable law or

regulation or by the rules of any stock exchange or regulatory authority to which the Interested Party is subject, in which case the Interested Party shall provide the Ministry with as much advance notice as is reasonably practicable and limit such disclosure to the minimum required.

6. Duration

The obligations of confidentiality and restrictions on use contained in this Agreement shall commence on the date of execution and shall remain in full force and effect for a period of five (5) years thereafter, irrespective of whether the Interested Party elects to proceed with, withdraw from, or is disqualified from participation in the Project.

7. Breach, Termination, and Remedies

Without prejudice to any other rights or remedies available under applicable law, the Ministry shall have the right to terminate this Agreement and immediately revoke access to the data room in the event of any breach or threatened breach by the Interested Party of its obligations hereunder. In such event, the Ministry shall be entitled to take any and all actions it deems necessary, including but not limited to seeking injunctive relief, initiating legal proceedings, claiming damages, and disqualifying the Interested Party from participation in the Project or any future undertakings with the Ministry.

The Interested Party acknowledges and agrees that unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to the Ministry and that monetary damages may be an insufficient remedy. Accordingly, the Ministry shall be entitled to equitable relief to prevent or mitigate any such unauthorized disclosure or misuse.

The applicable termination charges shall be subject to regulatory oversight and shall be determined on a cost-oriented basis in accordance with methodologies prescribed by SY-TPRA.

8. Governing Law and Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Syrian Arab Republic. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its interpretation, performance, or termination, shall be subject to the exclusive jurisdiction of the competent courts of Damascus, Syria.

9. Severability and Waiver

If any provision of this Agreement shall be held to any extent to be invalid, unlawful, or unenforceable under any applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect. No failure or delay by the Ministry in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.

10. Final Provisions

This Agreement constitutes the entire understanding between the Ministry and the Interested Party with respect to the subject matter hereof and supersedes all prior discussions, communications, and agreements, whether written or oral, relating to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless made in writing and executed by authorized representatives of both parties.

Executed in two originals, each of equal validity, as of the date set forth below.

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix 5

Draft License for Mobile Operator



وزارة الاتصالات وتكنولوجيا المعلومات
MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY

Individual license document for Operation of Public Mobile Telecommunications Network in Syrian Arab Republic

Table of Contents

1	General Provisions	5
1.1	Definitions	12
1.2	Documents constituting the License	12
1.3	Interpretation	12
1.4	Scope of License	12
1.5	License Term and Renewal	13
1.5.1	License Term	13
1.5.2	License Renewal	13
1.6	Change of Control	13
1.7	Transfer of License	14
1.8	Sub-contracting	14
1.9	Other provisions	15
1.9.1	Non-discriminatory services provisions	15
1.9.2	Public Rescue and Emergency Services	15
1.9.3	Social contribution, Scientific Research and Training	16
1.9.4	National Security	16
1.9.5	Safety	16
1.9.6	Universal Service	17
1.9.7	Consumer Protection	17
1.9.7.1	Privacy of Subscribers Communication	17
1.9.7.2	Treatment of Subscribers Data	17
1.9.8	Collaboration with SY-TPRA and competent authorities	18
1.9.8.1	General Provisions	18
1.9.8.2	Access to Premises	18
1.9.8.3	Information and Reports	18
1.9.8.4	Books and Records	19
1.9.9	Continuity of services	20
1.9.9.1	Case of Non-Renewal and Revocation of License	20
1.9.9.2	Case of Emergency	21
1.10	Other compliance obligations of the Licensee	21
1.10.1	Administrative and Legal Approvals	21
1.10.2	Unauthorized Usage	21
2	Commercial provisions	21
2.1	licensed Services	21
2.1.1	General	21
2.1.2	National Transmission Infrastructure	22
2.1.3	International Gateway	23
2.1.4	Radio Frequency Spectrum	23
2.2	Competitive Safeguards	23
2.3	Customer Relations	24

2.3.1	Non-Discrimination	24
2.3.2	Code of Practice	24
2.3.3	Standard Subscription Contract and Subscriber Information Form	24
2.3.4	Tariff Transparency	25
2.3.5	Clear Invoices for Post-Paid Services	25
2.3.6	Handling Subscriber Enquiries and Complaints	25
2.4	Pricing of Licensed Service	26
2.4.1	General Provisions	26
2.4.2	Specific Provisions	26
3	Financial provisions	27
3.1	Upfront License Fee	27
3.2	Upfront Frequency Fee	27
3.3	Revenue Sharing	27
3.3.1	General provisions	27
3.3.2	Payment Terms	27
3.3.3	Accounting Separation related to Revenue Sharing	28
3.4	Annual Regulatory Payments and Contributions to SY-TPRA	28
3.4.1	Fees of Usage of Communications Resources except Frequencies	29
3.4.2	Contribution to Universal Services	29
3.4.3	Other fees and Contributions	29
3.4.4	Payment Terms	29
3.5	Tax and Levies	30
3.6	Guarantees	30
4	Technical Provisions	30
4.1	Assigned Radio Frequency Spectrum	30
4.1.1	Spectrum License	30
4.1.2	Relevant Radio Frequency Spectrum	31
4.1.3	Other Spectrum Related Provisions	31
4.2	Numbering	31
4.3	Quality of Service	32
4.4	Maintenance and Troubleshooting	33
4.5	Conditions and requirements for the Licensed Network	33
4.5.1	General Provisions	33
4.5.2	Relevant Procedure for Agreements	33
4.5.3	Interconnection	34
4.5.3.1	General provision	34
4.5.4	Allowing Entry or Access to Basic Telecommunication Facilities	34
4.5.4.1	General Provisions	34

4.5.5	National Roaming	35
4.5.5.1	General Provisions	35
4.5.6	Mobile Number Portability (MNP)	36
4.5.6.1	General Provisions	36
4.6	Network Rollout and Coverage Obligations	37
4.6.1	General Provisions	37
4.7	Technology Updates and Migration	37
4.7.1	General Provisions	37
4.7.2	Procedures	37
5	Penalties and Compensatory Fines	38
5.1	Penalties and Compensatory Fines	38
5.1.1	Freezing of License	38
5.1.2	Revocation and Termination of License	38
5.1.2.1	Termination of Licensee	38
5.1.2.2	Revocation of License	38
5.1.3	Late or Non-payment	39
5.1.3.1	Revenue Share and Annual Fees Due to SY-TPRA	39
5.1.3.2	Other Payment Obligations	39
5.2	Procedures for Applying the Penalties and Compensatory Fines	39
5.3	Compensatory Fines Amounts	40
6	Final Provisions	40
6.1	Effective Date of the License	40
6.2	Issuing of New Licenses	40
6.3	Amendment of License	41
6.3.1	Written Amendment, Agreement	41
6.3.2	Conformity with the Regulatory Framework	41
6.3.3	Procedures for Amendments	41
6.3.3.1	Contractual Amendment	41
6.3.3.2	Amendment by SY-TPRA	42
6.4	Impact of Future Legislation and Regulations on License Document	42
6.5	Expertness, Quality of Management and Operation	42
6.6	The Economic Imbalances	43
6.7	Confidentiality of Information	43
6.8	Severability of License Provisions	43
6.9	Force Majeure	44
6.10	Governing Act	45
6.11	Dispute Resolution	45
6.11.1	Disputes between Licensee and SY-TPRA	45
6.11.2	Disputes between Licensee & Other Licensees	45
6.11.3	Disputes between Licensee and Subscribers	45
6.12	Waiver	45

6.13	Notices	46
6.14	Disclaimer with respect to Headings Used	46
6.15	Governing Language of License Document	46
6.16	Publications	46
7	Annexes	47
Annex (1)	Transitional Provisions	48
Annex (2)	Allocated Radio Frequency Spectrum	49
Annex (3)	Allocated Numbers	50
Annex (4)	Network Rollout and Coverage Plan	51
Annex (5)	Guidelines Principles for the Quality of Service "QoS"	53
Annex (6)	Financial Issues	53
Annex (7)	Minute of Agreement no. /2015/61 dated 10/7/2014	53

1 General Provisions

1.1 Definitions

Unless otherwise specified explicitly, the terms and expressions described below shall have the meanings assigned to them hereunder throughout the License Document. All other expressions not particularly addressed hereunder and used in capital letters shall have the same meaning as per the Telecoms Act and the Executive Bylaw:

- (1) "Government" or "Syrian Government" the Government of the Syrian Arab Republic.
- (2) "Council of Ministers / Prime Ministry" the Council of Ministers in the Syrian Arab Republic.
- (3) "Ministry" or "MoCT" the Ministry of Communications and Information Technology in the Syrian Arab Republic.
- (4) "Minister" the Syrian Minister of Communications and Technology in the Syrian Arab Republic.
- (5) "Telecommunications Act" or "Telecoms Act" the Telecommunications Act adopted by the Syrian Government and was issued on 09 June 2010 by Act No. /18/ for year 2010 and its amendment.
- (6) "Executive Bylaw" the "Telecommunications By-Law" released by the decree 261/year 2010
- (7) " Authority" or "SY-TPRA" the Syrian Telecommunications & Post Regulatory Authority as defined in the Telecoms Act and Post Act
- (8) "Board" or "Board of Commissioners" The Board of Commissioners of SY-TPRA
- (9) "Establishment" or "Syrian Telecommunication Establishment" Telecommunication Establishment as defined in the Telecoms Act or "STE" Public
- (10) "ST", or "Syrian Telecom" the Telecommunication company as established and defined under the Telecoms Act to supersede STE.-+-
- (11) "Agreement": Agreement no 61/2015 date 10/7/2014, assigned between the Authority and the two Mobile providers in Syria (MTN and Syriatel)
- (12) "Person" any natural or legal Person.

(13) "Telecommunications" any conveyance, emission, reception, or transmission of signs, signals, sounds, scripts, images (still or animated), data or any other type of information through Electronic Means.

(14) "Radio-Frequency Spectrum" or "Spectrum of Radio Frequencies" the electromagnetic waves of frequencies as assigned by ITU for Mobile usage.

(15) "Radio Telecommunications" Telecommunications that use the Radio-Frequency Spectrum.

(16) "Telecommunications Network": a system consisting of stations, Telecommunications nodes, wires, cables, radio connections that allows the provision of Telecommunications between two or more points.

(17) "Essential Telecommunications Facilities" the Telecommunications Facilities which are owned, possessed or provided by a limited number of Licensees, and are needed by other. Operators or Service Providers to provide their services, because it would not be technically or economically feasible to duplicate them or provide an alternative. These Facilities include buildings, towers, antennas masts, cable ducts, local loops, switches, - right of way and others, as determined by the Authority.

(18) "Public Telecommunications Services" the Telecommunications Services available to the public, on a telecommunications network, usually provided against a fee.

(19) "Public Telecommunications Network" a Telecommunications Network used to provide Public Telecommunications Services.

(20) "Telecommunications Equipment" any equipment, devices or tools used for Telecommunications purposes.

(21) "Telecommunications Terminal Equipment": the Telecommunications Equipment used by the user to benefit from Telecommunications Services.

(22) "Radio Telecommunication Equipment" the Telecommunications Equipment used for the purpose of radio Telecommunications.

(23) "Fixed Telecommunications Network" a Telecommunications Network in which the peripherals are fixed in a specific location.

(24) "Mobile Telecommunications Network" a Telecommunications Network in which the peripherals are connected via wireless and are able to connect while in motion.

(25) "Public Mobile Telecommunications Network" a Mobile Telecommunications network used to provide Public Telecommunications Services.

(26) "Network Termination Point" the physical point at which a subscriber is provided with ability to have access to a public telecommunication network. In the case of networks involving switching or routing, the Network Termination point is identified by means of a specific network address, which may be linked to a subscriber number or name.

(27) "Mobile Telecommunications Services" a Public Telecommunications Services provided by

Mobile Telecommunications Network.

(28) "Basic telecommunication services" Mobile telecommunication services based on data transfer from point to point between the user and the licensee, as stated in paragraph 1-a-1 of Clause 2-1-1 of the License Document.

(29) "Voice Service" a Telecommunications Service, including mobile radio-communications, involving the provision for the public or direct transport of real-time speech via the public switches network or networks such that any user can use equipment connected to a network termination point to communicate with another user of equipment connected to another termination point (two-way real time speech). This does not include:

- a) Any additional service having been provided in respect of the real-time two-way speech conversation;
- b) Any deliberate addition to the information content of that real-time two-way speech conversation.

(30) "Data Service" a telecommunications service, including mobile radio-communications, which consists in the data transfer, but excluding:

- a) Any additional service having been provided in respect of the data transfer;
- b) Any deliberate addition to the information content of those data;
- c) Two-way real-time speech.

(31) "Public Rescue and Emergency Call Services" Telecommunications Services offered to enable users to access public rescue and emergency services, within the coverage area, at no cost. These services including, but not limited to:

- a) The fire brigade and civil defense services,
- b) Ambulance services,
- c) Emergency Police.

(32) "International Telecommunications Service" the provision of Telecommunications Services between Syria and other countries outside Syria.

(33) "Call" a connection established to provide a public voice communications service allowing two-way real-time voice communication.

(34) "Standards of Practice" standards, specifications, rules, guidelines or guidance provided by the International Telecommunications Union ('ITU'), the European Technical Standards Institute (ETSI), GSM Association, third Generation Partnership Project (3GPP/3GPP2) and Later Generation, the Institute of Electrical and Electronics Engineers (IEEE), the International Electro technical Commission (IEC), the Telecommunications Industry association (TIA) or SY-TPRA, or other recognized standard-setting or related bodies associated with the telecommunications or information technology industries.

(35) "GSM" Global system for mobile communications as defined in the European Telecommunications Standards Institute (ETSI)'s and Partnership Third generations (3GPP/3GPP2) and Later Generation operating in the 900 MHz, 1800 MHz and 2100 MHz and such other frequency bands as SY-TPRA may determine from time to time.

(36) "Harmful interference" interference, which endangers the functioning of a radio navigation service or which seriously obstructs or repeatedly interrupts a radio communications service operating in accordance with the applicable international or national regulations.

(37) "National Radio Frequency Plan" the national plan for Radio Frequency Spectrum allocations and usages in the Syrian Arab Republic as prepared by the Supreme Committee for Radio Frequency Spectrum Planning, according to the Telecoms Act.

(38) "National Numbering Plan" the plan developed by SY-TPRA for the allocation and usage of numbers and codes to be used in the provision of Telecommunications Services in Syria according to the Telecoms Act.

(39) "Telecommunications Market" a set of Telecommunications Services or products, subject to offer and demand, with homogeneous competition conditions in a given geographic area and which price and service characteristics make them economic substitutes. The expression "The Telecommunications Market" shall be used to include all the Telecommunication Markets as defined herein.

(40) "Regulatory Framework" the set of policies, Acts, regulations, directives, resolutions, decisions, procedures, guidelines and other such determinations and their amendments adopted by the Syrian Government or SY-TPRA, pursuant to the provisions of the Telecoms Act in order to regulate the telecommunications sector in Syria.

(41) "Change of the Regulatory Framework" refers to any future change or amendment in the Regulatory Framework, whether through amendment of existing Acts or regulations, or enactment of new Acts or regulations, or an amendment having the force of Act in the interpretation or application by any judicial, arbitral or administrative body including SY-TPRA.

(42) "License" a deed of license granted by SY-TPRA, or any agreement or contract signed by SY-TPRA with a third person, for the purpose of allowing it to construct, operate or manage a Public Telecommunications Network, or provide Public Telecommunications Services or any other service decided by SY-TPRA, or using frequencies within the Radio-Frequency Spectrum.

(43) "Individual License" a license granted by SY-TPRA to a specific Person according to specific and defined conditions. Individual Licenses can be granted to a limited number of Licensees and for specific durations. Individual licenses can be granted using competitive selection methods, such as contests or auctions, or other selection methods.

(44) "Frequency License" or "Frequencies License" a license granted by SY-TPRA to use one frequency or more than one (frequencies band) within the Radio-Frequency Spectrum to provide radio Telecommunications.

(45) "Licensee" any person to which the License is granted by SY-TPRA pursuant to the Telecoms Act.

(46) "License Document" the present document after being ratified by Council of Ministers /Prime Ministry.

(47) "Radio Spectrum Allocation" the allocation of certain frequencies or frequency bands of the Radio Frequency Spectrum, to be used by frequencies licensees.

(48) "Licensed Network" the Mobile Telecommunication network, which shall be constructed, owned, operated, managed and charging revenues by the Licensee as described in the License Agreement Document.

(49) "Licensed Service" all Telecommunications Services, which the Licensee is allowed to provide according to the provisions of the License Agreement Document

(50) "Mobile Subscriber" or "Subscriber" any person that receives Telecommunications Services based on a Subscription Contract or Subscription Information Form with the Licensee.

(51) "User" any person who uses or benefits from Public Telecommunications Services.

(52) "Subscription Contract" the document that includes conditions and obligations for the provision of telecommunications services for Licensee's subscribers in addition to subscribers' obligation towards the licensee.

(53) "Code of Practice" a document published by the Licensee to provide guidance to the Licensee's Subscribers in respect of any procedures and complaints relating to the provision of the licensed Services.

(54) "Subscription information form" or "information form" the form which contains the subscriber's personal information.

(55) "License Effective Date" the date on which the License enters into force.

(56) "Financial Year" or "Fiscal Year" or "Calendar Year" a twelve month period running from the

January 1st to December 31st

(57) "Term of License" or "Licensed Period" the period during which the licensee can provide the licensed services, running from the Effective Date of the License, and so on, until the expiry of the License Term.

(58) "Amendment" or "Modification" of the license any modification of the license and shall mean any change and/or addendum made to the License Document after the License Effective Date.

(59) "Interconnection" a connection between Telecommunications Networks as defined in the Telecoms Act and relevant regulation.

(60) "Access" allowing a certain Licensee to have access to other Licensee's Telecommunications Facilities or Network, or getting its telecommunications services for the purpose of providing certain services, including in particular, giving access to Telecommunications Facilities, making available roaming over mobile telecommunication networks, connection of Telecommunications Equipment by wire or wireless means.

(61) "National Roaming" the ability of the Subscribers of one Licensee to use other Licensee telecommunication network within License geographical scope, where those Subscribers are out of range of coverage of their home Mobile Telecommunications Network.

(62) "Mobile Number Portability" the ability for a public mobile telecommunication services subscriber to retain the same mobile number when changing Licensee's network within Syria without changing the nature of the service offered.

(63) "International Gateway" a designated telecom equipment and switch which provide interoperability between the licensee's and a foreign operator's Telecommunications Network.

(64) "Interconnection agreement" the Agreement reached between two operators or more for the purpose of interconnection according to the regulatory Framework in force.

(65) "Agreement of entry or access to the Essential communications facilities" agreement between the licensee and another licensee for the purpose of entering or accessing Basic communications facilities according to the Regulatory Framework in force.

(66) "Retail Revenues" the total amount of revenues that the Licensee generates from the provision of all Telecommunications Services to End-users under the scope of the License Agreement Document during a Financial Year, taking into consideration the following:

a) Fees of all services provided by the Licensee to its subscribers, including but not limited to: fees of call, subscription and data traffic. The revenues generated from the added value services shall be also considered as a part of retail revenues.

b) Any revenue generated to the Licensee from the provision of any services on its network, including but not limited to: SMS advertisement. If the licensee provides indirect telecoms services, the retail revenue shall be equal to the amounts achieved according to the pricing in force.

c) This excludes tax and levy, which the Licensee collects from the subscribers according to the Syrian Acts and regulations.

(67) "Incoming Interconnection Revenues" the total amounts of wholesale revenues that the Licensee will actually generate from the provision of national and international interconnection as well as national and international roaming during a Financial Year, including further revenues gained by the Licensee through leasing capacity to a third party, excluding any tax and levy that the Licensee collects according to relevant Acts and regulations in force in Syria .

(68) "Outgoing Interconnection Costs" the costs paid by the Licensee to third parties with regard to national and international interconnection as well as national and international roaming, and including any fees collected by the Licensee for favor of other operators and service providers, including any tax and levy that the Licensee collects or paid by on part of third party according to relevant Acts and regulations in force in Syria .(69) "License Revenue" the total amounts of Retail Revenues and Incoming Interconnection Revenues that the Licensee will generate from the

provision of all licensed Telecommunications Services under the scope of the License Agreement Document during a Financial Year.

(69) "Revenue subject to revenue sharing" or "Revenue sharing" the total amounts of license Revenues after deducting the Outgoing Interconnection Costs.

(70) "Up-front License Fee" or "Initial License Fee" the monetary fee paid by the Licensee to the Government upon being granted the License.

(71) "Revenue sharing" The percentage the Licensee is obliged to pay to the Government from its revenues subject to revenue sharing, and pursuant to the conditions specified in the License Agreement Document.

(72) "Subsidization" any practice of charging higher prices on a licensed service, in order to support the lowest prices of other licensed service, and then to use the profits of the first licensed service to cover the losses resulting from the second one.

(73) "Control" refers to the possession of any person or the entitlement to acquire, directly or indirectly, 50% or more of the issued share capital, the voting power, securities or other ownership interest of that person or such part of the issued share capital of that person as would entitle to receive more than 50% of the distributed income of that person. The terms "controlling" and "controlled" shall be construed accordingly.

(74) "Affiliate" any company directly or indirectly is under the licensee's control.

(75) "Significant Interest" any person possess five percent (5%) or more of the issued shares of the Licensee or five percent (5%) or more in voting rights in the licensee.

(76) "Force Majeure"

a) any unexpected or non-preventable event beyond the control of the two License's parties and lead the Licensee's impossibility to perform its obligation in whole or in part, such as fire, storm, lightning, earthquake, flood or other extreme climate conditions, failure or shortage of power supplies, war, military operations, acts of terrorism or riots ... etc.

b) However, if the license is granted in exceptional political, economic, social, or security circumstances that constitute in itself a case of force majeure or emergency circumstances, this does not prevent the licensee from demanding the application of the provisions of force majeure or emergency conditions during the implementation of the license, as long as the events and facts that are invoked The Licensee constitutes a force majeure or exceptional emergency circumstance, in its scope, or in its effects.

(77) "Populated area" is an administrative unit with a population of over /5000/ people.

(78) "Working Day" a day of the week on which the Syrian Public Sector work according to Legislation and general rules in the Syrian Arab Republic; weekends as well as official national holidays of the Syrian Arab Republic are excluded.

(79) "Letter of Notice" or "Notice": the letter by which SY-TPRA shall notify the licensee of granting the License and the License Effective Date, after the completion of granting, ratification and notification procedures, in accordance with the provisions of the Telecoms Act and Executive Bylaw in particular Article /14/. Of the Executive Bylaw

(80) "SP" refers to New Syrian Pound.

(81) "Geographic License Scope" all the territory of the Syrian Arab Republic.

(82) "National Transmission Infrastructure" is the telecommunication network (wired and wireless), used to connect the various components of telecommunications networks within the territory of the Syrian Arab Republic.

(83) "Freezing of License" where the licensee does not accept new subscriptions and continues to provide its services and retain full rights and obligations stated in the license document.

(84) "Wholesale Transmission and Access Provider" means the entity licensed to develop, own, and operate core transmission infrastructure and to provide access to such facilities on a wholesale basis to licensed service providers.

(85) "Lock-out Period" means the period following the award of the License during which the MoCT shall not issue any additional licenses to provide Cellular Services, in order to allow the newly licensed operator to establish and stabilize its operations before entry of new operators is permitted

(86) "Sovereign Fund" means the state-owned investment fund of the Syrian Arab Republic, established by Presidential Decree No. 113 dated July 14, 2025, and includes any successor entities, wholly owned subsidiaries, or investment vehicles acting through their duly authorized representatives

1.2 Documents constituting the License

1. The License Agreement Document and its Annexes shall constitute an integral part of the License granted to the Licensee.

2. The following documents shall constitute integral parts of the License Document:

- a) The License Agreement Document;
- b) The Annexes to the License Agreement Document.

1.3 Interpretation

For the avoidance of doubts:

1. Words importing the singular only shall also include the plural and vice versa.
2. Any word or expression not defined under the License Document shall be interpreted in accordance with the definitions specified in the Telecoms Act, those adopted by SY-TPRA or provided by international telecommunications treaties to which Syria is a party, in addition to the definitions of the International Telecommunications Union (ITU).
3. SY-TPRA shall have the sole right to interpret the meaning of the word "reasonable" wherever stated in License Agreement Document.
4. Day refers to a working day wherever occur in the License Agreement Document.
5. In case of inconsistencies between the provisions of the License Document and its Appendices, the License Document shall prevail.
6. In case of inconsistencies between the provisions of the License Document and the License, the License shall prevail.
7. Without prejudice to Article 6.4 Paragraph /4/, in case of inconsistencies between the provisions of the License Document and those of the Regulatory Framework in force in Syria, the Regulatory Framework shall prevail.
8. The terms and provisions of the license shall refer to all articles, clauses and paragraphs of the License Agreement Document.

1.4 Scope of License

In accordance with the Telecoms Act and subject to the terms and conditions set out in the License Document, The Licensee is entitled to:

1. Operate and manage the public Mobile Telecommunications network and collect the revenues thereof, that is compatible with the Global System for Mobile communication GSM second generation 2G, the third generation 3G, the fourth

generation 4G/LTE, and the fifth generation 5G, including both sub-6 GHz mid-band and millimeter-wave (high-band) implementations, and any subsequent generations and any another generation later, in accordance with international standards set by the ITU And \ or ETSI especially the third generation partnership project (3GPP) and subsequent generations, which meet the conditions set forth in License Agreement Document and other relevant documents in the regulatory framework, and to provide the Mobile Telecommunications Services via this network in the Syrian Arab Republic, for a five (5)-year Lock-out Period following the award of the License, during which the MoCT shall not issue any additional licenses to provide Cellular Services. Exclusively use the assigned Radio Frequency Spectrum for the purpose of operating the network and providing the services pertaining to the Telecoms License according to Annex 2 and as stated in Clause 4.1.2 ("Spectrum License").

3. The Licensee shall own and operate the active components of the Public Mobile Telecommunications Network (including radio access and core equipment) and shall utilize passive infrastructure (towers, sites, power, shelters) through lease or co-location agreements with an Independent Tower Company, on fair and non-discriminatory terms approved by SY-TPRA

4. Provide fixed telecommunications services strictly on a resale basis, without construction or operation of fixed access infrastructure, until transition to a Unified License

1.5 License Term and Renewal

1.5.1 License Term

The License Agreement Document shall come into force on the License Effective Date, specified in the notification letter, and shall be valid for a period of twenty (20) years. The Ministry of Communications and Information Technology (MoCT) may, at its sole discretion and subject to consultation with SY-TPRA, extend the License Term for an additional period of up to five (5) years

1.5.2 License Renewal

1. Upon expiry of the initial term (including any extension pursuant to Clause 1.5.1), the License may be renewed for additional consecutive periods, subject to agreement between the Licensee and SY-TPRA and in conformity with the provisions of this License Document and the Regulatory Framework in force, including Article 16 of the Bylaw 2010

2. SY-TPRA may condition renewal upon modifications to the License provisions, including but not limited to the requirement to upgrade the technology deployed by the Licensee in accordance with Article 4.7 or subsequent regulatory directives.

1.6 Change of Control

The following provisions shall apply with regard to control of the Licensee, unless otherwise specified in the Telecoms Act or Executive Bylaw:

1. Any direct or indirect change in the Control of the Licensee, or in the Control of any shareholder holding a controlling interest in the Licensee, shall require the prior written consent of SY-TPRA.
2. The ownership structure of the Licensee shall initially comprise of seventy-five percent (75%) owned by the successful bidder and twenty-five percent (25%) ownership by the Sovereign Fund. Any changes in ownership are subject to the approval of the regulator.
3. In case of refusing the approval, SY-TPRA shall notify the Licensee about the decision issued in this regard accompanied with the reasons on which it is based on, no later than thirty (30) days after being informed by the request for approval.
4. The Licensee shall notify SY-TPRA in writing of any proposed change in ownership or transfer of a Significant Interest within seven (7) Days of becoming aware of the proposed change.
5. In case of failure of the Licensee to comply with any of the preceding provisions he must pay a Compensatory fine to SY-TPRA determined by the Board of Commissioners in accordance with the provisions of the regulatory framework without prejudice to the right of SY-TPRA to take any further action in accordance 'with the relevant provisions In the License Agreement Document In particular and accordance with the regulatory framework-in force in general.
6. SY-TPRA has the right to take the necessary measures to protect both national security and national interests as well as to maintain fair competition and to respect consumer rights. This includes the non-approval for any of these reasons, of the change of ownership and the listing of the Licensee in the foreign stock exchange as shown in items /3/ and /4/of this paragraph.

1.7 Transfer of License

1. The Licensee shall not assign, wholly or partially the License or entrust it to others without prior written consent of SY-TPRA. No Transfer of License shall be recognized

without this consent, and the consent shall not exempt the Licensee from any financial obligations due to SY-TPRA for the period before the transfer.

2. At the time of requesting SY-TPRA's approval, the Licensee must attach the transferee's written commitment to settle all dues and comply with this License.

3. In case of failure of the Licensee to comply with provision of clause /1/ and /2/ of this article, he shall pay a Compensatory fine to SY-TPRA determined by the Board of Commissioners in accordance with the provisions of the regulatory framework; without prejudice to the right of SY-TPRA to take any further action according to the relevant provisions in the License Agreement Document in particular, and the regulatory framework in force in general.

4. In the case of refusing the approval, SY-TPRA shall notify the Licensee about the decision issued in this regard accompanied with the reasons on which it is based on, within thirty (30) days from the submission of the request for approval and its enclosures.

1.8 Sub-contracting

1. The Licensee may implement any of the activities mentioned in Clause (1) of Article 1.4 "Scope of Telecom License" through a sub-contractor. However, the Licensee shall remain fully liable for any obligations arising in relation to such activities, including accounting of revenues subject to revenue sharing, provided that such subcontracting shall not infringe upon the responsibilities reserved to the Independent Tower Company.

2. The prior approval is not required in case the subcontracting is for carrying out the construction or installation work, or in case of contracting with a Licensee's Subsidiary unless the subsidiary is not Syrian. SY-TPRA shall be informed about affiliate subcontractor companies one week from date of contract and provide documents that SY-TPRA may request. SY-TPRA may add other cases for the exception of prior approval based on the Licensee's request.

3. In the event the Licensee's desire to carry on any action that would result in the loss of control over a sub-contracted affiliate company, then SY-TPRA prior approval is required for the continuation of subcontracting.

4. In case of failure of the Licensee to comply to any of the clauses listed above, he shall pay a Compensatory fine to SY-TPRA determined by the Board of Commissioners in accordance with the provisions of the Regulatory Framework without prejudice to the right of SY-TPRA to take any further action according to the relevant provisions in the License Agreement Document in particular, and to the Regulatory framework in force in general.

5. In case of SY-TPRA's refusal to grant the requested approval, then it shall notify the licensee of the decision issued in this regard accompanied with the reasons on which it is based on, within fifteen (15) days after the Licensee completes the necessary documents, and in the case of absence of any response from SY-TPRA during this period, the act of subcontracting 'by' the Licensee is not considered to be as a breach to the terms of this article.

6. SY-TPRA may withdraw its consent at any time, after giving notice to the Licensee, provided that the notification includes the reasons for SY-TPRA decision. The Licensee shall continue to implement the contract with the subcontractor for a reasonable period after receipt of the notice of SY-TPRA to withdraw its consent.

1.9 Other provisions

1.9.1 Non-discriminatory services provisions

Without prejudice to the provisions of Article /43/ of the Act; the Licensee is not entitled to refuse to provide service. Moreover, the Licensee shall not, whether in respect of tariffs, charges or otherwise, show undue discrimination against particular persons or persons of any class or description with regard to the provision of any Licensed Service.

1.9.2 Public Rescue and Emergency Services

1. The Licensee shall comply with the provisions of the Telecoms Act on Public Rescue and Emergency Services.

2. The Licensee shall especially ensure by means of its Mobile Telecommunications Network; that any person using Mobile Terminal Equipment legally connected to its Mobile Telecommunications Network, shall have access at no cost to any public rescue and emergency service within the coverage area, using numbers designated by SY-TPRA for public rescue and emergency service that the Licensee shall ensure their continuous availability without restriction.

3. These public rescue and emergency services include:

- a) The fire brigade and civil defense services;
- b) Ambulance services;
- c) Emergency Police;

d) Other emergency services as determined by the Telecoms Act or SY-TPRA according to the Telecoms Act.

4. The Licensee shall cooperate with emergency organizations in the efficient and prompt handling of emergency services and is entitled to compensation for the use of its Mobile Telecommunications Network by the competent authorities according to the relevant provisions of the Telecoms Act.

1.9.3 Social contribution, Scientific Research and Training

1. The Licensee shall contribute to scientific research, education and, training programs in the, ICT sector and other fields related to ICT as agreed upon, between SY-TPRA and the Licensee.

2. At the end of each financial year, the Licensee shall submit to SY-TPRA a report on such contributions to scientific research and training programs as agreed between SY-TPRA and the Licensee.

3. The Licensee shall contribute in social responsibility towards the Syrian society by to technically on financially participation to support conferences or events, social, scientific, cultural or sports activities organized according to the Acts and regulation in force and submit at the end of each year, a report to SY-TPRA

1.9.4 National Security

1. The Licensee shall comply with the provisions related to national security, according to the Acts and Decrees regulating the Telecom Sector.

2. The Licensee shall provide the technical ability in its equipment and networks to be connected to the lawful interception equipment of the competent authorities to allow the interception of any of the licensed services, with a capacity of (0.1%) of the real capacity of the Licensee network.

3. The Licensee shall be responsible, on its own expense, for the provision and operation of any needed interconnecting circuit to connect with the lawful interception system, according to the Regulatory Framework in force and without reliance on legacy ST exclusivity arrangements.

4. The Licensee shall not use its network in any way that violates national security.

5. The Licensee shall provide data concerning subscribers and usage data to the competent judicial authorities.

1.9.5 Safety

1. The Licensee shall take all the necessary steps and measures to ensure that the implementation of the License Agreement Document will not endanger public health and safety. The licensee shall be deemed compliant to this commitment when it adheres to the specifications and regulations issued by SY-TPRA, including Article /38/ of the Act.

2. The Licensee shall be liable for the safe operation of the equipment under its actual and legal domain, without infringing on responsibilities of the Independent Tower Company in relation to passive infrastructure.

3. The Infrastructure related to the License Document must comply with requirements in environmental Acts and the technical rules related to planning and structural building Regulations in force in the Syrian Arab Republic.

4. The Licensee shall apply the protocols, guidelines, technical specifications and standards related to health and environment, issued in this regard by SY-TPRA, the Syrian Public Authorities or resulting from international best practices as acknowledged by SY-TPRA.

5. The Licensee shall coordinate efforts with other competent authorities that construct or operate public utilities to avoid any conflict between the installations of its network with the networks of other utilities.

1.9.6 Universal Service

1. The Licensee shall abide by the regulations for Universal Service.

2. The Licensee shall contribute to finance the Universal Service Fund as determined in the Clause 3.4.4 below.

3. Without prejudice to the provisions of the Telecoms Act and Executive Bylaw or any other adopted Universal Service framework, the Licensee shall particularly observe the following requirements:

a) Providing the directory services, according to the provisions of the Regulatory Framework.

b) Providing Operator assistance service

(1) Upon request, The Licensee shall provide, or provide access to, operator assistance services to its Subscribers, by means of its Mobile Telecommunications Network. Directory Services are not considered part of the operator assistance service referred to here.

(2) Pricing for such services shall be according to the provisions of Clause 2.4.2, limited to the scope of the Licensee's licensed mobile and fixed resale services

1.9.7 Consumer Protection

Without prejudice to relevant provisions of the Regulatory Framework, especially the Telecoms Act and relevant regulations published by SY-TPRA, the Licensee shall observe the following:

1.9.7.1 Privacy of Subscribers Communication

1. The Licensee shall ensure secrecy and privacy of the data of its subscribers and users of its Telecommunications Services.

2. Subject to relevant provisions of the License Document, Telecoms Act, and other applicable Acts and regulations, and the national security requirements, the Licensee shall not use any apparatus comprised in the Mobile Telecommunications Network, which is capable of recording, silently monitoring, or intruding into communications excluding the recording calls related to the operator assistance service.

1.9.7.2 Treatment of Subscribers Data

1. The Licensee shall establish and implement reasonable procedures for maintaining privacy and confidentiality of users data obtained from any person to whom it provides the Licensed Services in the course of its business.

2. The Licensee shall maintain sufficient information on its privacy and confidentiality procedures to meet SY-TPRA requirements with regard to compliance with the privacy and data protection requirements of the License Document and the Telecoms Act and other applicable Acts and regulations.

1.9.8 Collaboration with SY-TPRA and competent authorities

1.9.8.1 General Provisions

1. When operating its mobile business under the terms of the License Agreement Document, the Licensee shall fully cooperate with SY-TPRA or any other

competent authorities as specified in the License Agreement Document, the Telecoms Act and Executive Bylaw.

2. In particular, the Licensee shall take all necessary measures to facilitate the work of judiciary control unit formed by SY-TPRA pursuant to Article /38/ of the Executive Bylaw

3. The Licensee shall facilitate the execution of measures with regard to Public Rescues and Emergency Services, national security, general mobilization, as specified in the License Document and the Telecoms Act.

1.9.8.2 Access to Premises

1. Subject to the relevant provisions of the Telecoms Act and Executive Bylaw, SY-TPRA is entitled to enter and inspect the sites of the Licensee in order to monitor the compliance of Licensee with the terms and conditions of the License Agreement Document and Regulatory Framework. This shall be carried using an official assignment from SY-TPRA.

2. In exercising their responsibilities, the staff of SY-TPRA or the duly authorized officials appointed by SY-TPRA shall have the right, under the official assignment, at any time during office hours, to the following:

a) Access to the Licensee's records, set forth in Clauses 1.9.8.3 and 1.9.8.4, meet with managers and access to the property as is necessary to perform effective supervision and enforcement of the terms and conditions of Regulatory Framework.

b) Make copies of any document or any other information for the preparation of the data set forth in Clauses 1.9.8.3 and 1.9.8.4 below.

c) Request additional information in writing from time to time from the Licensee pertaining to the data set forth in Clauses 1.9.8.3 and 1.9.8.4 below.

d) Excluded from the information set forth in this Clause any information that SY-TPRA accepts to be classified as due confidentiality.

3. Regulations of judiciary control unit formed by SY-TPRA shall apply, where appropriate.

1.9.8.3 Information and Reports

1. The Licensee shall submit reports, statements, information, data and explanations according to the provisions of the License Agreement Document

and the Regulatory Framework. The information includes, but is not limited to, the following:

- a) The records as per Article /15/ of the Executive Bylaw;
- b) An annual report detailing the proper actions taken by the Licensee to comply with its commitments under the License Agreement Document and relevant provisions of the Regulatory Framework, within four (04) months from the end of the Fiscal Year under review;
- c) Quarterly financial statements, and an annual financial statement within four (04) months from the end of the Fiscal Year under review.
- d) A copy of the annual, taxation statement submitted to Syrian taxation authorities which shows the taxes, duties which the Licensee collect for the Government for that year
- e) On a quarterly basis, all new Standard Subscription Contract and the applied charges for every offered service.
- f) On a monthly basis, a report on the traffic, number of subscribers and their categories.

2. SY-TPRA shall have the right to request the Licensee to submit other details in the periodic or special purpose reports, such as statistics, other accounting information and any additional information SY-TPRA may require in order to effectively supervise and enforce the terms of the License Agreement Document, the provisions of the Telecoms Act and regulations issued under it.

3. The Licensee shall d such records as may be necessary or may be determined by SY-TPRA to be necessary for the purpose of verifying the accuracy of the revenues sharing operations and the appropriateness of the billing system. The Licensee shall retain the records for a minimum period of time after the end of the relevant Financial Year. The relevant period will be determined by SY-TPRA.

4. For the purpose of enabling SY-TPRA to verify, from time to time, the appropriateness of the billing process and Revenue sharing operations, the Licensee shall:

- a) Furnish SY-TPRA with any information it requires; this includes the possibility of permanent access and full powers to read all of the databases used by the Licensee and supply required equipment except what SY-TPRA discreet it is not related to the Revenue Sharing.

b) Allow SY-TPRA access to any relevant premises of the Licensee during normal business hours, and upon a notice, sent to the Licensee (2) days before.

c) Allow SY-TPRA to examine or test the whole or any part of the billing process, upon a notice sent to Licensee one (1) day before.

1.9.8.4 Books and Records

1. The Licensee shall maintain its records in a way that facilitates the compliance of SY-TPRA monitoring tasks in such manner as SY-TPRA may from time to time, request. In particular, the Licensee shall keep and maintain all books pursuant to relevant Acts and regulations in the Syrian Arab Republic.

2. The Licensee shall put all books and registers at the disposal of SY-TPRA, and allow SY-TPRA to view them and obtain any additional information deemed necessary, with the exception of what SY-TPRA sees not relative to the content of the Clauses 1.9.8.3 and 1.9.8.4; This applies especially for:

a) All accounting and financial records pertaining to its network and services;

b) Identification of the name, type, location (expressed in terms of latitude and longitude coordinates or actual addresses, where more appropriate), and specifications for all significant network elements (including BTSs, MSCs, transmission points, interconnection points, network operations centers, OSS/BSS system support centers; customer care and support centers etcetera);

c) The performance of the network, including, but not limited to, performance regarding QOS metrics traffic flows, resolved and outstanding trouble tickets;

3. All accounts and records of the Licensee shall be kept in secure locations within Syria and in secure formats in order to ensure their preservation, including the use of secure and redundant back-up prudent information security measures (including use of firewalls and encryption) physical security and such other related measures to ensure the protection of the operator's and consumer's confidential data.

4. Licensee will secure all information relate to the networks and records of the quality of the service for two years.

5- Licensee will secure all records and information of communication and location log of national and foreign users, other information like that, and financial records for a period defined by SY-TPRA.

1.9.9 Continuity of services

1.9.9.1 Case of Non-Renewal and Revocation of License

1. In the case of non-renewal or revocation of the License, Upon non-renewal the State may purchase Essential Network Assets at Fair Market Value or lease them for up to 24 months to ensure service continuity. For the avoidance of doubt, this provision applies to both active and passive network components, subject to the Independent Tower Company arrangements in force.

2. In addition to the provisions of Article /19/ of the Executive Bylaw, SY-TPRA has the right to request of the licensee to continue the operation of the network during the transitional period following the revocation or non-renewal, and so to the extent necessary and essential for the continuation of the service. The transitional period should not exceed one (1) year unless licensee agrees to be extended, and retains the licensee's rights under the License Agreement Document during the transition phase. And the Licensee is not entitled to terminate the License for any reason without approval by SY-TPRA In the event of a violation, SY-TPRA is entitled to take all measures necessary to protect rights of Users, higher interests of the State or the national security.

3. The Licensee shall not intentionally interrupt or suspend the operation of its Mobile Telecommunications Network (or any part thereof) in the normal course of business, nor may it in the normal course of business suspend the provision of any type of Licensed Services without having first obtained the approval of SY-TPRA in writing (including approval of a scheduled service outage plan) and provided reasonable advance notice to persons affected by such interruption or suspension, in accordance with the Regulations issued by SY-TPRA.

4. The Licensee may suspend or interrupt the operation of its Public Mobile Telecommunications Network (or part thereof) without prior notice, but only for the shortest period practicable under the circumstances, where:

a) It has been directed to suspend or interrupt service by a Court, SY-TPRA or other competent authority;

b) It is necessary to do so in order to prevent imminent risk of danger, damage or injury to persons or property (including the security or integrity of any Telecommunications Network).

1.9.9.2 Case of Emergency

1. The Licensee shall comply with the provisions on emergency situations as per the relevant provisions of the Regulatory Framework.

2. In particular, in any situation of emergency and/or disaster as determined by the Government the Licensee must allow the use of its Public Telecommunications Network to achieve the objectives set by the competent authorities and is entitled to compensation for such use according to the relevant provisions of the Telecoms' Act.

3. This shall remain without prejudice to measures according to the Telecoms Act and Executive Bylaw.

1.10 Other compliance obligations of the Licensee.

1.10.1. Administrative and Legal Approvals

1. The Licensee shall be required to obtain all the necessary legal and administrative approvals from other competent authorities including the approvals and consent issued by the national security authorities in order to be able to provide the Licensed Services according to the relevant Acts and regulations.

2. The Licensee shall be liable for all charges, expenses and obligations related to the License Document that are legally due according to the act in force.

1.10.2 Unauthorized Usage

1. The Licensee shall not use or allow the usage of its Licensed Network or Services in a manner that violates the laws and regulations of the Syrian Arab Republic.

2. The Licensee shall take the recommended, appropriate and internationally applied measures to prevent unauthorized use of its network or services.

3. The Subscription Contract, the Subscriber Information Form and the Interconnection Agreements reached with the other Licensees, shall include the above mentioned conditions.

2 Commercial provisions

The Licensee shall manage mobile business according to commercial provisions set in the following articles:

2.1 licensed Services

2.1.1 General

Pursuant to the License Document, the Licensee is authorized to provide the following services for a five (5)-year Lock-out Period following the award of the License, during which the MoCT shall not issue any additional licenses to provide Cellular Services: 1. All Public Mobile Telecommunications Services ("Licensed Services") on the local, and international level. This includes the following:

- a) Services available over the network described under Article 1.4 (Scope of License), such services include:
 1. Basic Telecommunications Services: those are Voice, lower-speed data services such as text messaging and the ability to national roaming on existing networks.
 2. A variety of services enabled by higher data rates on existing networks, in accordance with the definition of the Data services set out in the License.
 - b) Any other services that can be provided through the network described under Article 1.4 (Scope of License) after obtaining the approval of SY-TPRA.
 - c) Fixed telecommunications services provided strictly on a resale basis, without construction or operation of fixed access infrastructure, in line with Article 1.4
2. Provision of international telecommunications Services shall be subject to restrictions set forth in the License Agreement Document with regard to national transmission infrastructure (clause 2.1.2) and International Gateway (Clause 2.1.3)

2.1.2 National Transmission Infrastructure

National transmission infrastructure shall be subject to the following rules:

1. The wholesale transmission and access provider shall have the exclusive right to provide national transmission infrastructure throughout the "Exclusivity Period".
2. During the Exclusivity Period, the Licensee shall not construct or operate any transmission links on its Mobile Telecommunications Network, **except** where wholesale transmission and access provider (i) confirms in writing that it is unable to accommodate the requested capacity, or (ii) fails to provide the requested capacity within one hundred twenty (120) days of a duly submitted and validated order. The Licensee is entitled to use the wholesale transmission and access provider's national transmission infrastructure on a fair and non-discriminatory basis, at prices approved by SY-TPRA. Where the wholesale transmission and access provider declines or is unable to provide the capacity, SY-TPRA may verify the accuracy of the Licensee's needs.

3. After expiry of the Exclusivity Period, the Licensee shall be entitled to construct and operate its own national transmission infrastructure for the provision of the Licensed Services, in accordance with the telecommunications law, provided that the Licensee does not provide connectivity services to third parties except with SY-TPRA approval, and without infringing responsibilities reserved to the Independent Tower Company. For the avoidance of doubt, this clause does not authorize the Licensee to construct, own, or operate passive site infrastructure (including towers, masts, sites, power, and shelters), which shall be obtained by lease/co-location from the Independent Tower Company unless otherwise approved by SY-TPRA.
4. SY-TPRA may, up to one (1) year before the end of the Exclusivity Period, consider any requests received from the Licensee to carry out the necessary works to prepare for the post-exclusivity regime.

2.1.3 International Gateway

International Gateway shall be subject to the following:

2.1.3.1 Mobile license will have the ability to build and operate an international gateway.

2.1.4 Radio Frequency Spectrum

Without prejudice to the above restrictions, The Licensee shall not operate any equipment that use the Radio Frequency Spectrum except pursuant to a Spectrum License issued by SY-TPRA according to the Telecoms Act as specified in Clause 4.1.1 of the License Agreement Document.

2.2 Competitive Safeguards

1. The Licensee shall observe the regulations on fair and free competition practices pursuant to the Telecoms Act and all relevant provisions of the Regulatory Framework, especially any regulations issued by SY-TPRA.
2. Without prejudice to the provision of Article /29-B/ of the Executive Bylaw, The Licensee shall not, alone or together with others, engage in or continue or knowingly agree on any anti-competitive practices and, in particular to those practices specified by SY-TPRA 's relevant regulations.
3. The Licensee shall enable Users to connect to its Mobile Telecommunications Network using Terminal Equipment compatible with the type approval regulations, purchased from third parties without penalty, surcharge or unreasonable delay, and shall apply the same non-discriminatory principles to Users of its fixed resale

services.

2.3 Customer Relations

The Licensee shall observe the regulations related to rights of subscribers pursuant to the Telecoms Act and all relevant provisions of the Regulatory Framework, and especially approved Subscription Contract and any regulations issued by SY-TPRA.

2.3.1 Non-Discrimination

The relevant provisions of the Telecoms Act shall apply,

2.3.2 Code of Practice

1. The Licensee shall publish a Code of Practice with regard to Subscriber affairs as approved by SY-TPRA at least three (3) months prior to the License Effective Date.

2, The Code of Practice shall give guidance to the Licensee's Subscribers in respect of any disputes and complaints relating to the provision by the Licensee of the Licensed Services.

3. The Code of Practice shall include the process for registering the Licensee's Subscribers in accordance with any regulations or guidelines issued by SY-TPRA.

4. The Code of Practice shall include, a commitment not to amend, modify, or otherwise change the applicable tariffs or terms of service for an existing Subscriber without first notifying the subscriber; across publishing in the central daily newspapers, the License's website and any means of communications it deems appropriate to the Licensee, with an adequate explanation of the impact of the change on the User. And, in case of any increase in tariffs, the subscriber has the option to fully or partially terminate the subscription of Licenses Services before the amendment takes effect without penalty or fee.

2.3.3 Standard Subscription Contract and Subscriber Information Form

1. The Licensee shall provide a model of the Standard Subscription Contract and the Subscriber Information Form to SY-TPRA for review and approval at least three (3) months after the License Effective Date. It shall also include any amendments may raise later on.

2. This form shall include the provisions specified in the guideline document issued by SY-TPRA in this regard.

3, In the event the Licensee desire to the launch of new services that need to be approved by SY-TPRA, the Licensee shall provide a model of the Subscription Contract related to these services within the application submitted for approval to provide the new service.

4. The Licensee shall be entitled to use a Standard Subscription Contract form and the Subscriber Information Form if there is no reply from SY-TPRA, after the expiry of a period of ten (10) days following its submission to SY-TPRA,

2.3.4 Tariff Transparency

1. The Licensee, in its service centers, shall publish in print and on its website the complete and accurate prices of the Licensed Services, access, use, termination of service, and the applicable terms of service which are of the subscriber interest.

2. Publication shall be at least in the Arabic language and the prices are set in Syrian Pounds (SP).

3. The publication shall also include information relating to the service's pricing structures, terms, and rates in a simplified and clear manner.

4. The Licensee shall ensure that this information is provided to a prospective User prior to activation of service.

2.3.5 Clear Invoices for Post-Paid Services

1. The Licensee shall issue invoices for post-paid services on a monthly basis. The invoice should detail, to the extent that it is relevant to the service in question, charges for service usage, the time period relevant to the billing, the allowed payment period during which no additional charges or interest accrues, procedures of payment, and steps that should be pursued in the event that the Subscriber defaults on payment during the said allowable period.

2. The Licensee shall provide Subscriber with hard copy of the invoice upon request. The relevant Act and regulations are applicable, the Licensee may issue an electronic format.

3. The Licensee is entitled to prepare a separate publication detailing tariffs the allowed services and means of changing between services listed.

4. The Licensee shall keep particularly electronically accounting records of the Subscribe bills for a minimum period of time after the end of the relevant Financial Year. The relevant period will be determined by SY-TPRA.

5. The Licensee shall be keen to have accuracy for the billing system; so for initiating the subscribers of any additional amounts higher than the amount that represents a specified pricing for services consumed. And returned to the Subscriber any amount of money beyond these specific pricing. SY-TPRA may request the Licensee to take any additional measures to ensure the accuracy of the billing system.

6. The Licensee shall, within a period not exceeding three (3) months prior to the Commercial Launch Date, put the necessary measures to guarantee its own billing system accuracy; and make SY-TPRA know about this during the same period.

7. The Licensee must be able to provide detailed information on the bill, for any of its post paid Subscribers upon request, related to pricing of any telecommunications services provided to Subscriber. And any potential wage imposes to provide detailed information on the invoice shall be subject to the prior consent of SY-TPRA.

2.3.6 Handling Subscriber Enquiries and Complaints

1. The Licensee shall provide efficient and convenient face-to-face service centers or call centers facilities for Users and handle any prospective Users to ask questions, address areas of uncertainty or misunderstandings, or receive additional information relating to the Licensee's tariffs and terms of service.

2. Face-to-face service and call centers shall apply the specifications provided by the guiding document for the service centers and points of sale subject.

3. The Licensee shall have trained staff to properly treat Subscribers' enquiries and complaints.

4. The Licensee shall implement a system that reduces the repeated causes of complaints related to provision and quality of service.

5. The Licensee shall submit to SY-TPRA a proposal for a system of complaints to review and approve it. In accordance with the Regulations of the Complaints System issued by SY-TPRA.

6. The Licensee shall publish its own complaints system, that approved by SY-TPRA, on its website. As it has to submit an annual report to SY-TPRA on its adherence to the provisions of the Complaints System.

7. The Licensee shall provide access to the Complaints and take care of subscriber system to the staff of SY-TPRA, in order to check the quality of these system.

2.4 Pricing of Licensed Service

Unless otherwise specified in the Regulatory Framework, pricing of Licensed Services shall be subject to the following provisions:

2.4.1 General Provisions

1. In accordance with Clause 2.3.1 and without prejudice with article /43/ of the telecoms Acts the Licensee shall apply tariffs and conditions for Licensed Services offered to Subscribers and End-users on non-discriminatory basis.
2. The Licensee shall submit a request to SY-TPRA stating the tariffs, the terms and conditions proposed to provide the Licensed Services in order to obtain its approval, accompanied with all relevant necessary documents, prior to the proposed date of applying of these prices and conditions, with a specific period. SY-TPRA shall issue a regulation that establishes the mechanism used to control the tariffs, including the deadlines.
3. The provision of paragraph 2 shall also apply where the Licensee requests from SY-TPRA or is requested by SY-TPRA to apply any change to increase or decrease tariffs, and the provisions of tariff transparency set forth under Clause 2.3.4 shall apply.

2.4.2 Specific Provisions

Pricing of Directory Services and Operator Assistance Services as referred to in Clause 1.9.6 shall be subject to prior consent of SY-TPRA. This also applies to any change of such price.

Unless otherwise specified in the following bellow provisions, the Licensee shall manage mobile telecommunications business according to financial terms set forth in the License agreement Document, in particular Annex 5.

3.1 Upfront License Fee

- a) The Upfront License Fee shall be determined via the selection phase and notified by MoF.
- b) Within 10 Days of the Award Notice, the Licensee shall pay a non-refundable deposit equal to ten percent (10%) of the Upfront License Fee; this amount counts toward the total.
- c) post a License Fee Bond equal to ninety percent (90%) of the bid value within ten (10) days of the Award Notice
- d) The balance of the Upfront License Fee shall be paid no later than one hundred and twenty (120) Days from the Award Notice to the MoF-designated account.

(e) Failure to meet (c) constitutes a material breach and entitles SY-TPRA to execute the License Fee Bond and withdraw the Award Notice

3.2 Revenue Sharing

3.2.1 General provisions

1. The Licensee shall pay to the Treasury (through SY-TPRA), during the License Term, an amount due from revenue sharing, as follows:

a) Revenue sharing shall be payable at the following graduated rates of Net Revenues subject to revenue sharing:.

Years	Applicable revenue share (%)
Year 1	15%
Year 2	16%
Year 3	17%
Year 4	18%
Year 5	19%
Rest of the licensing period	21.5%

Net Revenues are defined as gross billed revenues minus the following deductions:

- a. Interconnection and access charges paid to other operators
- b. International carrier payments for transit
- c. Discounts and refunds lawfully granted
- d. Bad debts written off
- e. Taxes (excluding income tax) and levies collected on behalf of the government

b) During the first three (3) years from the Effective Date, the Licensee will be exempt from paying customs/import duties on equipment, materials, and spare parts imported solely for execution of this License. During the first two (2) profitable fiscal years, as evidenced by audited financial statements, the Licensee will be exempt from corporate income tax. For the purposes of this section, “profitable” means positive profit before tax under IFRS, net of any non-cash revaluations

c) The Licensee shall pay a Regulatory Fee equal to one percent (1.0%) of net Revenues from all Licensed Services (excluding IXP and DC operations). This fee covers the Regulator’s oversight, audit, compliance, and policy enforcement costs and is not deductible from the revenue share. Payments are due quarterly alongside revenue share payments and shall be reflected in quarterly reports submitted to the Regulator.

d) The Licensee shall remit zero one percent (1%) of net Revenues to the Universal Service Fund. USF contributions are intended to support digital access in underserved regions, and payment is due quarterly with the same schedule as revenue share. These contributions are separate from the revenue share and regulatory fee. The Licensee shall contribute to the Universal Service Fund and shall support expansion of digital connectivity to underserved areas as determined by MoCT.

2. Payment shall be made on a periodic basis as follows:

Revenue share shall be calculated quarterly and remitted within thirty (30) days of quarter end, with annual reconciliation within sixty (60) days of fiscal year-end, supported by audited financial statements.

3.2.2 Payment Terms

1. The Licensee shall make the payments in respect of Revenue Sharing within the specified period and shall send a notice to SY-TPRA about payments.

2. In case of failure of the Licensee to satisfy this payment obligation in respect of Revenue Sharing within the specified period, the terms of Penalties and Compensatory Fines shall apply as per Article 5.1, without prejudice of other measures SY-TPRA may impose according to the Telecoms Act, Executive By law and other relevant Acts.

3.2.3 Accounting Separation related to Revenue Sharing

1. The Licensee, including all of its Affiliates, shall submit a report on its Gross Revenues related to the provision of Licensed Services separately and distinctly from the revenues and costs related to other activities.
2. The Licensee's financial reports shall be carried out in accordance with International Accounting Standards and certified on a quarterly basis by an independent public auditor certified to provide services in Syria. The relevant auditor shall be approved by SY-TPRA. SY-TPRA shall be entitled at any time to proceed to an independent verification of the accounting report submitted by the Licensee.
3. Revenue Sharing is calculated on the Revenue achieved and not collected, in the years to achieve.
4. The Licensee shall provide SY-TPRA with a clear mechanism for the calculation of Revenue Sharing for any service from its Licensed Services. Licensee may not achieve any amounts on the subscriber without the consent of SY-TPRA on such a mechanism.
5. All the services covered in the definition of the outgoing interconnection costs shall be issued in a regulation issued by SY-TPRA that will identify how to verify the accuracy of these costs.
- 6) The independent auditor shall describe, the scope and methodology of its quarterly audit of the Gross Revenues and confirm that, at a minimum, the audit review was performed in such a way as to ensure that all financial data were properly recorded and that adequate operational procedures existed, especially around cash receipts, and that the amount of Revenues subject to Revenue Sharing is materially accurate.
7. In the event of a dispute as to the amount or methodology for calculating Gross Revenues or the methodology or amount of the Revenue Sharing, SY-TPRA may carry out a formal investigation including an audit by a licensed auditor designated by SY-TPRA. Then the matter may be referred to the competent authority for separation of Disputes.

3.3 Annual Regulatory Payments and Contributions to SY-TPRA

3.3.1 Fees of Usage of Communications Resources except Frequencies

1. The Licensee shall pay to SY-TPRA yearly fees for the allocation and usage of prefixes, ranges, block or individual numbers or short numbers, and in case SY-TPRA approved on the expansion of the prefixes to add a new number and not a new series, it does not entail the Licensee any extra fees for the benefit of SY-TPRA.

2. The amount of the annual Numbering Usage Fees to be paid by the Licensee to SY-TPRA, with the amount corresponding to zero point five percent (0.5%) of the annual Revenues subject to Revenue Sharing generated during the relevant Financial Year.

3. In case of appearance of any kind of communication resources except numbers usage, SY-TPRA and the Licensee to be agreed upon about the fees of its allocation and usage.

3.3.2 Contribution to Universal Services

1. The Licensee shall be liable to an annual payment to SY-TPRA as a contribution to the Universal Service Fund established by SY-TPRA pursuant to relevant provisions of the Telecoms Act.

2. The fee of the annual contribution in the Universal Service Fund, due to SY-TPRA from the Licensee, shall correspond to one percent (1%) of the Annual Revenues subject to Revenue Sharing during the relevant Financial Year.

3. The provisions of the present Clause shall be subject to any regulations that SY-TPRA may adopt.

3.3.3 Other fees and Contributions

1. The Licensee shall pay to SY-TPRA other fees payable or which shall be payable in compensation to the work and services rendered to the Licensee by SY-TPRA upon the Licensee's request in accordance with the Regulatory Framework.

2. The amount fees of those services shall be specified in a fee schedule as may be published by SY-TPRA with a clear specification of the different services and the corresponding fees.

3.3.4 Payment Terms

Subject to any regulation that SY-TPRA may adopt, payment of the regulatory yearly fees and contributions referred to in Clauses 1, 2, 3, 4 of Article 3-4 shall be subject to the following modalities:

1. All payments will be due from 1st of January from starting operating year except the **Radio Frequency Spectrum Usage Fee**

2. The Licensee shall make payments due on a yearly basis at the beginning of the Financial Year under achievement and before the 31st of January. The Licensee shall notify SY-TPRA.

3. The payments to be paid are calculated temporary on the basis of the previous fiscal year revenue, and the differences are settled upon the issuance of the actual achievement of revenue for the year.

4. In case of failure of the Licensee to satisfy this payment and the obligation in respect of the annual regulatory contribution payments, the penalties and compensatory fines provisions shall apply as per Clause 5-1-3-1, without prejudice of other measures SY-TPRA may impose according to the Telecoms Act and Executive Bylaw.

5. The Terms of payments of the fees indicated in Clause 3-4-5 shall be subject to relevant regulations that SY-TPRA shall publish in the relevant fee schedule.

3.4 Tax and Levies

The Licensee shall be subject to tax and levies according to the relevant Acts and Regulations of the Syrian Arab Republic. The Licensee shall collect from the invoices of Subscribers all pertinent taxes and Levies imposed on him, according to the Acts and Regulations valid in force in the Syrian. Arab Republic.

4 Technical Provisions

Apart from the general technical provisions specified In the Regulatory Framework valid in Force, the following provisions shall be applied on the technical aspects of the Mobile Telecommunications Network related to the Licensee.

4.1 Assigned Radio Frequency Spectrum

4.1.1 Spectrum License

In accordance with the relevant provisions of the Telecoms Act, the Licensee is granted a Spectrum License as referred to in Paragraph 2 of the Article 1.4 above.

4.1.2 Relevant Radio Frequency Spectrum

Solely, for the purpose of operation of the Licensee's network and provision of the services specified in the Telecoms License, the Licensee shall have the exclusive right to use the Radio Frequency Spectrum assigned to it, as stated in Annex 1.

4.1.3 Other Spectrum Related Provisions

1. The Licensee is entitled to use the Radio Frequency Spectrum referred to in Clause 4-1-2 above and any other Radio Frequency Spectrum that SY-TPRA may assign to it according to the provisions of the Telecoms Act and the Executive Bylaw for the sole purpose of operating the Licensed Mobile Telecommunications Network and providing the Licensed Services.
2. Where needed and possible, SY-TPRA may assign an additional Radio Frequency Spectrum to the Licensee to satisfy its needs and enable it to carry out its services and meet its obligations under this License Such assignment shall be subject to regulatory procedures and conditions, especially fees as adopted and published by SY-TPRA according to the Telecoms Act and the Executive Bylaw.
3. Without prejudice to Paragraph 2 above, an additional Radio Frequency Spectrum Assignments shall be made by SY-TPRA to the Licensee only if the latter can demonstrate that the Radio Frequency Spectrum already assigned is being utilized effectively as measured against international benchmarks for spectrum utilization for similar spectrum Assignments, and that there is actual or reasonably projected subscriber demand requiring additional Radio Frequency Spectrum. Or when the new standards and new services, with the economic feasibility, required an additional part of Radio Frequency Spectrum.
4. Usage of the Radio Frequency Spectrum assigned to the Licensee shall be subject to all regulations published by SY-TPRA and consistent with National Radio Frequency Plan;
5. The Licensee shall comply with other obligations and provisions of the Regulatory Framework. The Licensee shall in particular makes use of the assigned Radio Frequency Spectrum in a way that does not cause Harmful Interference or Jamming.
6. SY-TPRA is committed to the Licensee's exclusive right for the use of the assigned Radio Frequency Spectrum. And in the event of any Harmful Interference or Jamming, SY-TPRA works to address the causes and apply the relevant provisions of the Telecoms Act, without prejudice to the right of the Licensee to claim of compensation from the Jamming causer.
7. Where up to fifty percent (50%) of the Spectrum assigned to the Licensee remains unused for a continuous period of twenty-four (24) months, the MoCT may require the Licensee to surrender such unused Spectrum for the purpose of reassignment
8. The MoCT may permit the Lot Operator to enter into Spectrum subleasing arrangements in connection with MVNO operations and small Distributed Antenna System (sDAS) purposes, in accordance with applicable regulations

4.2 Numbering

1. For the sole purpose, to carry out the specified activities in the telecommunications license, the Licensee shall have the right to use the numbers assigned to it, as set forth in Annex 2.
2. The Licensee shall comply with the relevant provisions of the Telecoms Act and the Executive Bylaw with regards to numbering and pay related fees as might be determined by SY-TPRA as referred to in Clause 3-4-3. In particular, the Licensee shall manage, allocate, and use numbers efficiently and in accordance with the National Numbering Plan and to the provisions of the Regulatory Framework in force. SY-TPRA shall include the Numbering Series assigned to Licensee within the National Numbering Plan.
3. The Licensee shall notify SY-TPRA of any material changes to the initially approved Numbering Plan and shall not implement any changes until it has received SY-TPRA consent.
4. From the period a National Numbering Plan is being implemented by SY-TPRA, SY-TPRA shall, at the request of the Licensee, from time to time and in accordance with the National Numbering Plan and the relevant provisions of the Telecoms Act and the Executive Bylaw, allocate to the Licensee:
 - a) The series (quantity of codes) of numbers that the Licensee may reasonably require, and in a quantity reasonably related to the number of Subscribers being served; and
 - b) Specific numbers as the Licensee may request for purposes SY-TPRA may approve. Only if proved that these are not required for other purposes than for the provision of Licensed Services.
5. In the event of the Licensee's Numbering plan is not consistent with the National Numbering Plan. SY-TPRA shall take such reasonable remedial action that does not cause undue inconvenience to the Licensee mobile Subscribers as may be necessary to ensure Consistency
- 6) The licensee shall not use numbers other than those approved or allocated to it by SY-TPRA
- 7) The Licensee may, where necessary and subject to prior consent of SY-TPRA, levy reasonable tariffs for the allocation of distinctive numbers to its Subscribers. And SY-TPRA shall issue the regulations of the distinctive numbers mechanisms of allocation and fees.
8. The Licensee shall not be entitled to transfer or sell numbers to other Licensees unless in accordance with the National Numbering Plan and after prior consent of SY-TPRA.

9. The numbers allocated by SY-TPRA to the Licensee, and the individual numbers allocated by the Licensee to Subscribers, remain part of a public property. When allocating numbers to the Licensee, SY-TPRA conveys no ownership or other proprietary right over the numbers to the Licensee.

10. The Licensee shall offer Number Portability as specified in Clause 4-5-6 of the present document.

4.3 Quality of Service

1. The Licensee shall comply with the relevant provisions specified in Annex 4, the Telecoms Act and the Executive Bylaw with regards to Quality of Services. In particular, it shall provide a level of Quality of Service pursuant to internationally recognized standards and ITU recommendations as well as quality standards published by SY-TPRA.

2. Throughout the License term, if the Licensee fails to abide by these standards, it will be subject to financial Compensatory fines proportional to the level of failure, and in accordance to penalties applicable by related regulations.

3. The Licensee shall ensure continuous provisioning of the Licensed Services throughout the initial License Term or the License Term in case of renewal. In the event of any failure of the network to operate temporarily, the Licensee shall immediately notify SY-TPRA of the reasons of this failure and the estimated duration of such failure and the expected date and time of restoration.

4. The Licensee shall submit a monthly report to SY-TPRA detailing the techniques and procedures used for assessing the Quality of Service parameters according to internationally recognized standards or as may be requested by SY-TPRA.

5. Any assessment of the Quality of Service by the Licensee remains without prejudice to the own right of SY-TPRA to assess the Quality of Service pursuant to relevant provisions of the Telecoms Act and the Executive Bylaw. SY-TPRA and the Licensee may exchange the results of their assessments. In the event of any discrepancy of the results, the results of SY-TPRA shall prevail, providing that SY-TPRA results shall not be inconsistent with International Recognized Standard

4.4 Maintenance and Troubleshooting

1. The Licensee shall provide a continuous maintenance system working on a twenty-four (24) hours and seven (7) days a week basis in order to support the maintenance troubleshooting and repair of faults occurring on its Licensed Network, limited to active network components under its responsibility.

2. The Licensee shall establish an automated service system for troubleshooting and responding to any complaint detailing a fault or breakdown in the system resulting from a failure in the network or equipment connected thereto. Moreover, the Licensee shall undertake troubleshooting of all faults in the Public Rescue and Emergency Calls Service as the highest priority.

3. The Licensee shall implement and maintain a Network Resilience framework, including the distributed deployment of core network infrastructure and Security Operations Center (SOC) capabilities, so as to ensure redundancy, continuity of service, and operational security

4.5 Conditions and requirements for the Licensed Network

4.5.1 General Provisions

1. The Telecoms License (Paragraph 1 of the Article /1-4/) authorizes the Licensee to operate and manage the active components of the Mobile Telecommunications Network and provide the Licensed Services, in accordance with the License Agreement Document. MoCT plans to establish a passive infrastructure company and such details shall be shared in due course.

2. The Spectrum Frequency License (Paragraph 2 of Article 1.4, Article 4-1-1) grants the Licensee an exclusive right to use of assigned Radio Frequency Spectrum to operate its network and provide related services. However, apart from the Radio Frequency Spectrum assigned as per Clause 4.1.2, SY-TPRA cannot guarantee that any requested additional Radio Frequency Spectrum will be available, but will assign any available Radio Frequency Spectrum on a non-discriminatory basis in accordance with the Telecoms Act and Executive Bylaw.

3. However, the Licensee shall comply with additional provisions of the Telecoms Act and the Executive Bylaw or any regulation from SY-TPRA with regard to import and use of radio equipment.

4.5.2 Relevant Procedure for Agreements

Without prejudice to the procedures expressly provided for in the relevant regulations, the relevant procedure for agreements between the Licensees shall be as follows:

1. The negotiations for the agreement shall be completed within thirty (30) Days from the date on which the Licensee submit a request to the other Licensee. The Licensee shall provide SY-TPRA with a copy of such request by formal Notice.

2. The terms and conditions of such agreement shall be submitted to SY-TPRA for approval at least twenty (20) Days before the proposed agreements comes into effect.

3. In the event of a dispute or where the Licensees have not reached an agreement as specified above after negotiating in good faith, SY-TPRA shall take the required decision within thirty (30) Days of the date on which it has been notified of such dispute or failure to reach an agreement by one of the parties, in accordance with the provisions of the Telecoms Act and Executive Bylaw or any regulations issued by SY-TPRA.

4.5.3 Interconnection

4.5.3.1 General provision

1. The Licensee shall observe the regulations on Interconnection pursuant to the Telecoms Act and all relevant provisions of the Regulatory Framework, especially any regulations issued by SY-TPRA

2. The Licensee shall satisfy reasonable requests submitted from other Licensees and enter into agreements with other Licensees for Interconnection of Telecommunications infrastructure, provided that:

a) It is technically feasible and

b) SY-TPRA is satisfied that any such agreement is efficient and

c) Each party substantively retains its own network identity from both a commercial and technical perspective.

3. The Interconnection Agreements shall be based on any Interconnection regulations that may be issued by SY-TPRA.

4. The Interconnection Agreements shall include regulatory technical and commercial issues to be addressed with the other Licensees in order to ensure the connectivity and provision of services between the users of these networks.

4.5.4 Allowing Entry or Access to Basic Telecommunication Facilities

4.5.4.1 General Provisions

1. In order to reduce the cost of deployment and to minimize the undesired environmental impact of networks, SY-TPRA encourages Licensees to apply the leading practices of Allowing Entry or Access to Basic Telecommunication Facilities.

2. The Licensee shall prepare a reference offer of Allowing Entry or Access to Basic Telecommunication Facilities under the relevant regulations issued by SY-TPRA, limited to facilities under the Licensee's responsibility and without infringing on the responsibilities of the Independent Tower Company.

3. In accordance with the provisions of the Telecoms Act, the Executive Bylaw and any regulations SY-TPRA may issue relating to Allowing Entry or Access to Basic Telecommunication Facilities, the Licensee shall provide Allowing Entry or Access to Basic Telecommunication Facilities with other Licensees on fair and non-discriminatory commercial and technical terms and conditions, limited to facilities under the Licensee's responsibility and without infringing on the responsibilities of the Independent Tower Company.

4. The Licensee shall satisfy reasonable requests from other Licensees, and enter into agreements with other Licensees for the Allowing Entry or Access to Basic Telecommunication Facilities, provided that:

- a) It is technically feasible,
- b) SY-TPRA is satisfied that any such agreement is efficient and
- c) Each party substantively retains, its own network identity from both a commercial and technical perspective

5. The Licensee is entitled to Allowing Entry or Access to Basic Telecommunication Facilities only where such services are technically viable and capacities available as assessed by SY-TPRA

6. Any agreement on Allowing Entry or Access to Basic Telecommunication Facilities shall not generate any anticompetitive effects

7. For the purpose of constructing, installing, operating or maintaining its Telecommunications Network, the Licensee shall be entitled to use all public and private properties in accordance with the Telecoms Act and the Executive Bylaw.

4.5.5 National Roaming

4.5.5.1 General Provisions

1. In order to reduce the cost of deployment and to minimize the undesired environmental impact of networks, SY-TPRA strongly encourages Licensees to implement National Roaming.

2. The provision of the present Clause shall remain without prejudice to the network coverage obligations stated in Article 4-6 below and shall be subject to any regulation SY-TPRA may adopt to facilitate implementation of National Roaming.
3. For a period of time not exceeding two (02) years following the initial Commercial Launch Date of other Mobile Telecommunications Network in Syria, the Licensee shall satisfy reasonable requests from and enter into freely negotiated agreements with other Licensees for National Roaming services, provided that:
 - a) It is technically feasible and
 - b) SY-TPRA is satisfied that any such agreement is efficient and
 - c) Each party substantively retains its own network identity from both a commercial and technical perspective.
4. The parties to the agreement may decide to extend the duration of National Roaming provided that the parties obtain prior consent from SY-TPRA.
5. The Licensee is entitled to National Roaming services only where such services are technically viable and capacities available as evaluated by SY-TPRA.
6. Any National Roaming agreement shall not generate any anticompetitive effects.
7. For the avoidance of doubts, any coverage that the Licensee may enjoy through National Roaming services offered by other Licensees shall not be considered as a contribution towards achieving coverage obligations or minimum network deployment obligations of the Licensee as referred to in Article 4.6 below.
8. The use of such National Roaming services by the Licensee shall remain without prejudice to its obligations pursuant to the Telecoms Act, the Executive Bylaw, License Agreement Document and regulations issued by SY-TPRA. Therefore, the Licensee shall in particular remain accountable for obligations with regard to emergency calling, lawful interception. Malicious call tracing or Quality of Services. However, SY-TPRA shall take utmost consideration of any evidence of inadequate service performance by a hosting Mobile Telecommunications Network to the Licensee before taking appropriate remedial action.
9. The Licence shall incorporate binding rollout milestones. Any failure to satisfy such milestones shall constitute a breach of the Licence and shall give rise to the imposition of financial penalties, escalating up to an aggregate cap of ten per cent (10%) of the total committed investment. Should the rollout remain incomplete following the application of such penalties, the Regulatory Authority shall be entitled, at its sole discretion, to revoke the Licence with immediate effect.

10. The provision set forth in the present Article shall not be deemed to affect any, international roaming agreements.

4.5.6 Mobile Number Portability (MNP)

4.5.6.1 General Provisions

1. In order to foster competition in the Telecommunications Market, SY-TPRA reserves the right to mandate Licensees to implement Mobile Number Portability (MNP) for mobile services.

2. The Licensee shall satisfy reasonable requests from and enter into freely negotiated agreements with other Licensees for Mobile Number Portability, within two (2) years from granting a License to the 3rd Operator, and according to a decision taken by SY-TPRA, provided that:

- a) It is technically feasible and
- b) SY-TPRA is satisfied that any such agreement is efficient and
- c) The Subscriber request for the MNP Service.
- d) Each party substantively retains its own network identity from both a commercial and technical perspective.

3. If so decided by SY-TPRA or mandated by a regulation according to paragraph 2 above, the Licensee shall provide Number Portability to mobile Subscribers. In this case, SY-TPRA shall ensure that wholesale balanced pricing for Interconnection services related to the provision of Number Portability and that direct charges to Subscribers, if any, do not act as a discouraging for the use of these facilities.

4. Before the Licensee starts offering Number Portability to any of its Subscribers upon request, the Licensee shall ensure, for a reasonable period of time after that Subscriber has changed to an alternative Licensee, the following:

- a) either a telephone call to that Subscriber's previous number can be re-routed to the new number for a reasonable fee, or
- b) Callers are given an indication of that subscriber's new number without charge.

4.6 Network Rollout and Coverage Obligations

4.6.1 General Provisions

1. The Licensee shall meet the network rollout obligation and as defined in the Annex 4.
2. The Licensee shall provide the Licensed Services through the Licensed Network to the cities, populated areas and **main roads** specified in Annex 4..
3. The Licensee may co-operate with other Licensees to implement the obligations related to Network Rollout and Coverage. However, in accordance with Paragraph (7) of Clause 4.5.5.1 above, any service provisions achieved through cooperation in National Roaming shall not be considered as a contribution to the fulfillment of the network rollout and coverage obligations.
4. The Licensee shall comply with all relevant regulations and technical specifications issued by SY-TPRA in order to ensure interoperability of the Licensed Services and its mobile telecommunication Network with Telecommunication Services and Telecommunication Networks provided by other Licensees to the extent technically feasible.
5. The Licensee shall periodically provide SY-TPRA with detailed topologies of the network including all BTSs, BSCs, Switches, (Visitors Location Registry VLR), Home Location Registry (HLR), and active elements under its responsibility. References to towers and other passive infrastructure shall be subject to Independent Tower Company reporting obligations.
6. The Licensee shall permanently cease the provision of third generation (3G) mobile services no later than the end of the first Year following the Commercial Operations Date, and shall permanently cease the provision of second generation (2G) mobile services no later than the end of the second Year following the Commercial Operations Date

4.7 Technology Updates and Migration

4.7.1 General Provisions

1. The Licensee shall ensure that equipment used within its Mobile Telecommunications Network complies with appropriate and up-to-date Internationally Recognized Standards .
2. The Licensee shall also comply with the resolutions and recommendations including for environmental protection, issued by the International Telecommunications Union, and other relevant Arab, regional and international organizations.

3. SY-TPRA is seeking to provide all resources, in which its provisions enter within its jurisdiction, and requires a technological update in accordance with the possibilities available to SY-TPRA.

4.7.2 Procedures

1. The Licensee shall notify SY-TPRA of any intention to materially change the technology deployed in its Telecommunications Network at the latest six (6) months prior to such a change.

2. The Licensee shall implement the intended changes only after expiry of a period of thirty (30) Days from the date of SY-TPRA's receipt of the Licensee's notice. Within this time period, SY-TPRA may require the Licensee to undertake the suitable actions to mitigate any adverse effects arising out of any such change.

3. The Notice requested per the previous paragraph /1/ shall be deemed valid unless the Licensee provides SY-TPRA with all documents relevant for the assessment, including own assessment of the Licensee on the intended changes and their impact on the network.

5 Penalties and Compensatory Fines

The provisions of the present Article shall remain without prejudice to the provisions of and any additional measures SY-TPRA may be entitled to pursuant to the Telecoms Act and the Executive Bylaw.

5.1 Penalties and Compensatory Fines

5.1.1 Freezing of License

1. Without prejudice to Article /18/ of the Executive Bylaw, In the event of the Licensee is not fulfilling the commitments set forth in the License Agreement Document, SY-TPRA may be entitled to freeze the License in whole or in part. A freeze may also be partial, limited to specific services, technologies, or spectrum blocks. The Licensee shall maintain emergency services and other continuity obligations pursuant to Clause 1.9.9 during any freeze

2. The relevant provisions of the Telecoms Act and the Executive Bylaw shall apply with regard to such a freezing.

5.1.2 Revocation and Termination of License

5.1.2.1 Termination of Licensee

The License shall automatically terminate upon the expiry of its term if it is not renewed in accordance with Clause 1-5-2 above.

5.1.2.2 Revocation of License

1. The License may be revoked amicably, through a written agreement between SY-TPRA and the Licensee.

2. SY-TPRA shall have the right to revoke the License from its side, without any other judicial measures, in accordance to Article /17/ of the Executive Bylaw and without prejudice to procedures set forth in Article 18 (b - c - d- e) of the Executive Bylaw, in each of the following cases:

a) If the Licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors, or its legal entity is legally terminated in any other manner.

b. Non-compliance of the Licensee with the provisions of Articles 1-6 (Change of Control), or 1-7 (Transfer of License) of the License Agreement Document, and if the Licensee has not taken a proper action within six (6) months from the date of notice made by SY-TPRA to correct the situation;

c) If the Licensee subcontracts for the management and operation of the vital parts of the network prior to SY-TPRA consent, and the Licensee has not taken a proper action within one (1) month from the date of notice made by SY-TPRA to correct the situation.

d) Non-compliance of the Licensee with the provisions of Clauses 1-9-4 National Security or 1-9-9-2 (case of emergency) of the License Agreement Document;

e) Undue interruption of operation of its Mobile Telecommunications Network (or any part thereof) or of provision of Licensed Services for an unacceptable period of time without satisfying the provision of Article 1-9-9-1(case of non-renewal, suspension, and revocation of License) of Paragraph (4) of the License Agreement Document;

f) The Licensee does not pay the payments related to Upfront License Fee (Article 3-1) within mentioned duration without need to any notice.

g) The Licensee does not pay the payments related to Revenue Share (Article 3-3-1) without remedying the violation within one (1) month from the date of notification by SY-TPRA in this regard.

h) Material breach of the Independent Tower Company framework, including any attempt by the Licensee to own or operate passive infrastructure or to impede non-discriminatory access

i) Failure to comply with the reversion and transition obligations in Clause 1.9.9.1 upon non-renewal or revocation, including failure to cooperate with SY-TPRA on service continuity

3. Response times, specified in Article /18/ Clause (b-3) of the Executive Bylaw, are not considered as a part of the times defined in this article.

5.1.3 Late or Non-payment

5.1.3.1 Revenue Share and Annual Fees Due to SY-TPRA

In the event of delay or failure by the Licensee to pay, the Revenue Share due to the Treasury, (through SY-TPRA) as specified in Articles 3-3 and 3-4 above, SY-TPRA shall be entitled to the following measures, at its sole discretion:

1. The Licensee is obliged to SY-TPRA the amount due and a default compensatory fine. The default compensatory fine will be calculated and paid on a monthly basis according to the base rate as determined by regulations in force, and in accordance with the regulation valid in force.
2. Impose of default compensatory fine shall be without prejudice to additional reassures that SY-TPRA may be entitled to take pursuant to the License Document, the Telecoms Act, the Executive Bylaw, and any other applicable Acts.

5.1.3.2 Other Payment Obligations

In the event of delay or failure by the Licensee with regard to payment of any other fees due to SY-TPRA according to the License Agreement Document, SY-TPRA shall be entitled to the following measures, at its sole discretion:

1. The Licensee is obliged to pay to SY-TPRA the amount due and a default Compensatory fine. The default Compensatory fine will be calculated and paid on a monthly basis according to the base rate as determined by regulations in force and in accordance with the regulation valid in force.
2. Impose of default compensatory fine shall be without prejudice to additional measures that SY-TPRA may be entitled to take, pursuant to the Telecoms Act, Executive Bylaw, and any other applicable Acts.

5.2 Procedures for Applying the Penalties and Compensatory Fines

1. SY-TPRA shall, prior to making any decision with regard to applying penalties, freezing or revocation of the License in application of the above provisions, observe the following:

a) SY-TPRA shall notify the Licensee of the points of failures;

b) SY-TPRA shall give the Licensee the opportunity for presenting its reasons and justification;

c) With regard to the revocations, SY-TPRA depends on the deadlines specified in Clause 5-1-2-2, to remedy the points and problems raised by and to the satisfaction of SY-TPRA. For the avoidance of doubt, a decision to revoke or not renew shall be without prejudice to the Government's ownership reversion under Clause 1.9.9.1

2. The penalties above shall not apply if the Licensee demonstrates to SY-TPRA that such non-compliance cannot be attributed to its fault or failure.

3. The Licensee shall pay the pertinent amounts within two (2) months from the date of receiving the notice issued by SY-TPRA.

4. The payment of the above-mentioned penalties to SY-TPRA by the Licensee shall be without prejudice to the basic commitments of the Licensee.

5. Unilateral revocation by SY-TPRA shall not be effective until SY-TPRA has notified a formal order of revocation to the Licensee according to the relevant regulations defined in the License Agreement Document, or the relevant provisions of the Telecoms Act or the Executive Bylaw (including Articles 17-18).

6. Penalties and compensatory fines according to Article 5-1 (Penalties and compensatory fines) shall be without prejudice to any other measures that SY-TPRA may be entitled to take pursuant to the Telecoms Act or the Executive Bylaw.

7. The Licensee shall be accountable for any of the crimes mentioned in the Telecoms Act or the applicable Acts and regulations including those issued after the issuance of the License and related to the Licensed Services, and The Licensee's Mobile Telecommunications Network, according to the provisions of the relevant Acts and regulations.

8. The Licensee shall satisfy all payments due to SY-TPRA and pay charges and fees including all penalties as applicable immediately upon notice of the termination or revocation of the License.

5.3 Compensatory Fines Amounts:

The Board of Commissioners of SY-TPRA shall estimate the amounts of the compensatory fines within the ceilings set out in Article 55 of Telecoms Act.

6 Final Provisions

6.1 Effective Date of the License

1. The License is deemed valid and legal from the Effective Date.
2. The License Effective Date shall be the date specified in the Notice letter.

6.2 Issuing of Third Mobile License

SY-TPRA may, after the expiry of a five (5) year lock-out period commencing on the license award date, at its sole discretion and in accordance with the relevant provisions of the Telecoms Act and the Executive Bylaw, issue new mobile licenses for any new market entrant, whether national or international, to construct, install, own, operate, and manage Public Mobile Telecommunications Networks, or to provide any Public Mobile or Unified Licensed Telecommunications Services in Syria. The MoCT reserves the right to reduce the lock-in period to less than five (5) years in the event that the Licensee fails to meet its Quality of Service (QoS) obligations

6.3 Amendment of License

The License Agreement Document shall be subject to amendments in accordance with the Telecoms Act and Executive Bylaw. Without prejudice to this provision, amendments shall be realized in the cases described below.

6.3.1 Written Amendment, Agreement

1. The License can be modified by a written agreement between SY-TPRA and the Licensee
2. Any such contractual amendment shall be allowed only if it is consistent with the Regulatory Framework.

6.3.2 Conformity with the Regulatory Framework

Without prejudice to Article 4-6, paragraph /4/ of the License Agreement Document, SY-TPRA shall be entitled to amend the License Agreement Document in the following cases:

1. In application of the relevant, provisions of the Regulatory Framework, especially the Telecoms Act and the Executive Bylaw.

2. Where such amendment is deemed necessary to bring the License Document in conformity with the Regulatory Framework or any evolution thereof as referred to under Clause 6-4 below.

6.3.3 Procedures for Amendments

Subject to any relevant provision of the Telecoms Act and Executive Bylaw or any regulation that SY-TPRA might issue with regard to amendment of Licenses, the following procedure shall apply:

6.3.3.1 Contractual Amendment

In case of any amendment pursuant to Clause 6.3.1 above, the procedure shall be as follows:

1. SY-TPRA or the Licensee shall send a notice to the other party explaining the proposed modifications. The other party shall respond within twenty (20) Days by a notice whether it accepts or rejects such modification, or proposes a timeline for further discussion and for reaching a final agreement. Such a timeline for reaching a final agreement shall not exceed thirty (30) Days from the date of the notice. Amendment shall not be applied unless it is agreed upon by SY-TPRA and the Licensee, during the period stated above or its extension
2. SY-TPRA shall publish a notice on the reached agreement. The notice shall indicate the address and the deadline through which any interested third party may send written remarks about the matter. Such a deadline shall not be less than twenty (20) days and more than thirty (30) Days from the date of advertisement of the notice.
3. After expiry of the period indicated under paragraph 2 above, SY-TPRA and the Licensee shall duly finalize and accept the modified text of the License Agreement Document, in case no objection has been received from third parties or SY-TPRA has found that the objections submitted were unacceptable.
4. If SY-TPRA find the objections submitted unacceptable, the contracted parties shall take utmost consideration thereof in the final version of the agreement.

6.3.3.2 Amendment by SY-TPRA

In case of any amendment imposed by SY-TPRA pursuant to Clause 6.3.2 above, the procedure shall be as follows:

1. SY-TPRA shall notify the Licensee of the proposed modification, including the text of the modification and the reasons for making such amendments:
2. After expiry of a period of thirty (30) Days from the notification/notice, the amendment shall be implemented in the License Agreement Document.

3. SY-TPRA shall take utmost consideration of any recommendation submitted by the Licensee regarding the amendment. However, such consideration shall be consistent with the relevant provisions of the Regulatory Framework, which has prompted SY-TPRA to the amendment. In any case, SY-TPRA shall implement the amendments in a manner to limit, to the extent possible, any undesirable consequences for the Licensee.
4. SY-TPRA and the Licensee shall duly finalize and accept the modified text of the License Document. In the event of SY-TPRA and the Licensee do not reach an agreement within thirty (30) Days from the date of expiry of period indicated in paragraph 2 above, either party can resort to competent authority for separation of Disputes.

6.4 Impact of Future Legislation and Regulations on License Document

1. The Licensee shall be committed to comply, at all times, with the existing Regulatory Framework in force in the Syrian Arab Republic and any amendments thereof. Therefore, the Licensee shall comply with any Change in the Regulatory Framework within six (6) months from the effective date of such change unless the Regulatory Framework stipulated otherwise.
2. Upon implementation of a new Regulatory Framework, the Licensee shall move to the new Regulatory Framework at the request of SY-TPRA.
3. SY-TPRA and the Licensee shall hold a meeting within fifteen (15) Days from the effective date of any Change in the Regulatory Framework, in case the Change has a substantial impact on the ability of the Licensee to implement its obligations under the License Agreement Document. The purpose of the meeting shall be to determine how to deal with any probable impact on the Licensee. The procedures set forth in Clause 6.3.3.2 above shall apply.
4. In contrary to any other text in the License Agreement Document, the following items of the License Document cannot be modified by decisions, regulations that SY-TPRA may issue, or as a contradiction of the provisions mentioned with the Regulatory Framework (except of Acts, legislative Decrees and Decrees) without an agreement between SY-TPRA and the Licensee: the proportion of Revenue Sharing, the License Term, the Annual Regulatory Payments and contributions, Contribution to the Universal Service fund, the License Upfront Fee, the geographical scope of the License, and the Licensee's entitlement to transition to a Unified License as provided under Article 1.4.,

6.5 Expertness, Quality of Management and Operation:

The Licensee shall rely on experts that allow it to implement its obligations to the level required and shall recruit or conclude contract with local, Arab and foreign

experts to ensure the good operation and management without prejudice to the requirements of national security, and to consider the License as a sufficient justification that authorizes the Licensee to obtain work permits in accordance with the Acts and regulations in force

6.6 The Economic Imbalances:

During the Term of License, if exceptional events or facts occurred, and their occurrence, extent and consequences were unpredictable when the License was granted; and they are completely beyond the Licensee control; and not as a result of Licensee's failure or poor management; and led to make the implementation of its commitments imposed in the License burdensome financially disturbing the economic balance of the Licensee, the Licensee may submit a request to SY-TPRA stating the alleged financial loss and accompanied with its proposal on the treatment of this loss. Such a request shall not exempt the Licensee from follow up the implementation of its obligations mentioned in the License Document.

SY-TPRA may request the information, explanation and necessary documents from the Licensee and shall issue its decision within forty-five (45) days from the date of completion of the required documents. And in case SY-TPRA finds that the Licensee's request is based on serious reasons, SY-TPRA shall issue its decision containing proposals which may contribute to return the economic balance of the Licensee. In case of a Licensee refusal to SY-TPRA's decision, the Licensee may request to raise the dispute to the competent authority for consideration.

6.7 Confidentiality of Information

1. SY-TPRA and the Licensee as well as all their staff members shall maintain the confidentiality of all information obtained during the course of implementing the License Agreement Document.
2. Without prejudice to the relevant provisions of the License Agreement Document, the Telecoms Act and Executive Bylaw with regard to protection of the Subscribers and Users privacy and data, the Licensee shall submit officially the requested information about Subscribers and Users to SY-TPRA in compliance with the License Agreement Document or in application of any other obligation stated in the Cyber Crime Act and its Executive Bylaw.
3. In application of the relevant provisions of the License Agreement Document, the Telecoms Act and Executive Bylaw with regard to protection of privacy and data of Subscribers and Users, the Licensee shall put in place procedures to ensure confidentiality of the information obtained during the implementation of the License Agreement Document, especially information related to Subscribers and Users.

4. The use of such Subscribers and Users information by the Licensee shall be subject to the relevant provisions of the License Agreement Document, the Telecoms Act and Executive Bylaw with regard to protection of privacy and data of Subscribers and Users.

6.8 Severability of License Provisions

1. In the event of any provision of the License Agreement Document inconsistent with the Telecoms Act or being judged by a court to be illegal, void or unenforceable, this shall not in any way affect the validity or enforcement of the rest of the provisions that are consistent with the Telecoms Act.

2. The relevant provision, referred to in paragraph /1/ above, to the extent required, shall be severed from the License Agreement Document and rendered ineffective as far as possible without modifying the remaining provisions of the License Agreement Document.

3. SY-TPRA and the Licensee shall act in good faith to replace that provision, referred to paragraph in /1/ above, by a new agreement in a manner to keep the spirit of the initial provision as far as possible. Until agreement on the new provision, the relevant Regulatory Framework shall apply instead with respect to the issues addressed in the severed provision.

6.9 Force Majeure

In the event of a Force Majeure preventing the Licensee from performing any of its obligations under the License Agreement Document, the following provisions shall apply without prejudice to relevant provisions of the Telecoms Act, the Executive Bylaw or any other regulation of SY-TPRA:

1. From the time it has known ledge of the case of Force Majeure the Licensee shall notify SY-TPRA of the nature of the event and the obligations it is prevented from performing.
2. Within thirty (30) Days from the day it has knowledge of the case of Force Majeure, the Licensee shall submit to SY-TPRA a preliminary report on the details and effects of the Force Majeure with any relevant documentation attached thereto showing the reasons why the Licensee is unable to perform its obligations. The report shall also include the following:
 - a) A presentation of all measures taken by the Licensee to preclude, mitigate or otherwise minimize the adverse impact of the case of Force Majeure on its License obligations.

b) The Licensee's plan to ensure the continuation of tasks and re- perform/fulfill of its full obligations under License Agreement Document.

3. Within ten (10) Days from receipt of the preliminary report, SY-TPRA shall assess the overall situation and determine whether it approves that an event of Force Majeure has occurred or not, and whether such event can prevent the Licensee from fulfilling its obligations as claimed.

4. If the two parties disagree about the occurrence of Force Majeure, its conditions and/or impact, they shall resolve their dispute through the competent authority for separation of disputes.

5. For SY-TPRA to approve the suspension of the Licensee's obligations referred to above, the following two conditions should apply:

a) The inability of the Licensee to perform its obligations could not have been prevented by taking steps specifically required under the License Agreement Document or other reasonable precautions;

b) The inability of the Licensee cannot be reasonably avoided by the Licensee at its expense through the use of alternate sources, workaround plans or other measures.

6. SY-TPRA addresses a written notification to the Licensee to suspend the relevant obligations during which the force majeure event continues.

7. Subject to the provisions of paragraph 5 above, the Licensee shall not be liable to perform those obligations as per SY-TPRA's notice of suspension.

8. If such an event of Force Majeure causes damage to the Licensee's network, the Licensee shall submit within a reasonable period of time, a proposal setting forth its plans to proceed with rebuilding and/or repairing the affected network infrastructure in order to rapidly resume performance after the end of the Force Major and according to the License terms and conditions. The Licensee shall apply its best endeavors to successfully restore service and mitigate the effects of the Force Majeure on the Subscribers and Users of the Licensee's network and services.

6.10 Governing Act

1. The License Agreement Document shall be governed and interpreted by the Telecoms Act and Executive Bylaw as well as other applicable Acts of the Syrian Arab Republic, particularly the tax, company, commercial, labor and social security Acts, and modifications made to such Acts.

2. The License Agreement Document shall not indemnify the Licensee from the legal requirements of obtaining other agreements permissions or authorizations that may

be required to construct and operate the Licensed Network and provide the Licensed Services or to exercise its rights or perform its obligations according to all governing Acts and Regulations.

6.11 Dispute Resolution

6.11.1 Disputes between Licensee and SY-TPRA

Unless otherwise specified in the Telecoms Act and Executive Bylaw, the following shall be observed with regard to dispute resolution

1. All disputes between the Licensee and SY-TPRA arising out of or in connection with the License Agreement Document that shall not be amicably resolved through negotiation in good faith, shall be subject to arbitration in accordance with procedures dully applied in the Syrian administrative court .
2. During arbitration, each party shall continue to implement its obligations pursuant to this License.

6.11.2 Disputes between Licensee & Other Licensees

Unless otherwise specified in the Telecoms Act, Executive Bylaw, and relevant regulations issued by SY-TPRA, disputes are settled in accordance with the provisions, mentioned in Section XIII of the Telecoms Act, governing conflicts between the Licensee and other Licensees.

6.11.3 Disputes between Licensee and Subscribers

Unless otherwise specified in the Telecoms Act and Executive Bylaw and relevant regulations issued by SY-TPRA,

1. The Licensee shall define, and maintain efficient, fair and clear procedures for receiving or issuing complaints and settling disputes with the Subscribers and Users. These procedures are published in the Code of practices required from the Licensee.
2. The Licensee shall remedy the complaints according to the relevant Regulations issued, or to be issued by SY-TPRA.

6.12 Waiver

The following shall apply unless otherwise specified in the Telecoms Act, Executive Bylaw or any regulation issued by SY-TPRA:

1. No waiver of any breach of any provision of the License Agreement Document shall be effective or binding unless made in writing.

2. Any such waiver shall be limited to the specific breach waived.

6.13 Notices

1. All notices, correspondence, approvals and feedback related to the License Agreement Document shall be in writing and in the Arabic language. Technical studies or statements may be submitted in English with a summarized translation in Arabic.

2. Notices must be sent as official letters so that their receipt is proven, and shall be considered legally enforceable after receipt.

3. Notices will be sent to the following addresses

(i) SY-TPRA: Syrian Telecommunications Regulatory Authority

Address: Damascus – Fayez Mansour Street - SY-TPRA building

Tel.: [+963 11 6136237]

Fax: [+963 11 6136238]

(ii) The Licensee:

XXX

Tel.: XXX

Fax: XXX

4. Any party that changes the above mentioned address shall notify the other party in writing at least fifteen (15) Days before such change takes effect.

6.14 Disclaimer with respect to Headings Used

The headings used in the License Agreement Document are solely for classification and facilitating the access to the content, and shall not be deemed as the rights and commitments referred to the License Agreement Document.

6.15 Governing Language of License Document

1. The License Agreement Document has been prepared in Arabic.

2. The Arabic language shall be the applicable language except the Act or Executive Bylaw or any other related Act state contrary.

6.16 Publications

Unless otherwise specified in the Telecoms Act and the Executive Bylaw, the following shall apply:

1. SY-TPRA shall be entitled to publish the text of the License Agreement Document on its official website or other official media as appropriated.
2. Data deemed confidential shall not be covered by this provision.

6.17 Transition to Unified License

Upon completion of seven (7) years from the Effective Date, the Licensee shall be entitled to apply to convert this License into a Unified License in accordance with the Regulatory Framework. SY-TPRA shall set reasonable and non-discriminatory conversion conditions, including any applicable fees. Until such conversion is completed, the Licensee shall remain entitled to provide fixed telecommunications services strictly on a resale basis as provided under Article 1.4. The Licensee's existing obligations with respect to Quality of Service, Universal Service, Consumer Protection, National Security, and Independent Tower Company arrangements shall continue under the Unified License after conversion

Annexes

The following Annexes are an integral part of this License Document:

Number	Annex
1	Allocated Radio Frequency Spectrum
2	Allocated Numbers
3	Network Rollout and Coverage Plan
4	Guidelines Principles for the Quality of Service "QoS"
5	Financial Issues
6	Minute of Agreement no. /2015/61 dated 10/7/2014

Annex (1): Assigned Radio Frequency Spectrum

For the provision of Mobile Telecommunications Services within the Syrian Arab Republic, and in accordance with the terms and conditions of this License Agreement, the License shall include a number of Spectrum Bands as defined in the designated frequency allocation. Furthermore, subject to the applicable Regulatory Framework and the approval of SY-TPRA, the Licensee may be granted additional licenses for new spectrum bands.

Table 2.1 - Spectrum bundled with the license

Spectrum band	Assignment Duration of License	Assignment Optional*
800 MHz	2 × 30 MHz	
900 MHz	2 × 10 MHz	5 MHz
1800 MHz	2 × 25 MHz	15 MHz
2100 MHz	2 × 20 MHz	10 MHz
2600 MHz	100 MHz (unpaired)	
3500 MHz	100 MHz (unpaired)	

*Optional Assignment for a period not exceeding five years from the date of award of the License. The Licensee will have to return the spectrum to the Ministry at the end of the period. The charges for the usage of the optional spectrum would be USD 10 million for the first year and USD 20 million per year for the remaining 4 years.

The Upper 6 GHz band (6,425-7,125 MHz), intended to support 5G-Advanced services, forms part of the Ministry's spectrum roadmap and may be made available in due course on terms and conditions to be decided by the Ministry.

Annex (2) Allocated Numbers

For the provisions and conditions of Present License Agreement Document, the Licensee has the right to use the allocated numbers to provide mobile telecommunication services in Syria, as follows:

- Format mobile number as shown in the table below, and the number zero is added before:

MC	MOC	SN
1 digit	1 digit	7 digits

Where:

- Number /9/ is dedicated to Mobile Code (MC).
- The allocated series of numbers for the Licensee and its capacity are as follows:

Capacity / Million	from	To
10	0XX 0000000	0XX 9999999
10	0XX 0000000	0XX 9999999
10	0XX 0000000	0XX 9999999

Annex (3) Network Rollout

The Licensee should adhere to provide a timetable for the expansion of this network, according to the terms and conditions laid out in the RFA.

In addition to obligations specified in above paragraph, the licensee shall adhere to provide the timetable plan with the following:

- 1- Ensure QoS during the License term according to the standards stated in the Licensee Document.
- 2- Adherence to implement of its obligations towards universal service in accordance with provisions of Regulatory Framework.

In case there are circumstances which limit the Licensee's ability to partially implement the above obligation imposed on, SY-TPRA may review the timetable plan upon its request.

Annex (5)

Guidelines Principles for the Quality of Service “QoS”

The Licensee shall adhere to the following objectives to achieve the Quality of Service, in terms of quantity and quality:

- 1) Provide a level of Quality of Service in line with internationally recognized standards, and with the International Telecommunication Union ITU recommendations , and with the quality standards adopted by SY-TPRA.
- 2) Provide SY-TPRA with the Key Performance Indicators (KPIs) required to the relevant regulations, including but not limited to:
 1. Call set up successful rate
 2. Drop call rate
 3. Handover success rate
 4. TCH Congestion and Drop
 5. SDCCH Congestion and Drop
- 3) Average level of the signal’s intensity should be better than the following limits.
 1. When conducting external technical measurements for the GSM system, as follows:
 - ✓ Within the main cities & towns (From -65 to -70 dbm)
 - ✓ Within villages (From -75 to -80 dbm)
 - ✓ For open areas From -85 to -90 dbm)
 2. When conducting external technical measurements for the UMTS system, as follows:
 - ✓ Within the main cities & towns (-75 dbm)
 - ✓ Within villages (-85 dbm)
 - ✓ For open areas (-95 dbm)
 3. When conducting external technical measurements for the LTE system the (RSRP) as follows:
 - ✓ Within the main cities & towns (RSRP \geq -95 dbm)
 - ✓ Within villages (RSRP \geq -105 dbm)
 - ✓ For open areas (RSRP \geq -110 dbm)

Annex (6)

Financial Issues

The provisions of this Annex shall be a complementary for the provisions stated in the License Document.

6 -1- Revenue Sharing:

The revenues sharing shall be based on the Revenues subject to the revenue sharing, resulted from the provision of the Licensed Services. Revenues sharing shall be paid on a periodical basis according to Article 3-3-1 and Article 3-3-2 of the License document

6 -2- Regulatory Payment to SY-TPRA:

6-2-1 License Fee Bond

The Licensee shall submit to SY-TPRA a License Fee bond in the form of an irrevocable bank guarantee approved by the Ministry of Finance, equivalent to ninety percent (90%) of the bid value. The License Fee bond shall be submitted within ten (10) days of the License award and shall remain valid for one hundred and twenty (120) days from the date of submission, after which SY-TPRA may release or adjust the bond in accordance with the Regulatory Framework.