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nawras

RESELLER AGREEMENT

between

OMANI QATARI TELECOMMUNICATIONS COMPANY S.A.O.C.

and

[INSERT NAME OF RESELLER]

This Agreement is entered into on 200# , between:

Omani Qatari Telecommunications Company SAOC, an Omani closed joint stock company registered with commercial registration number 1/77152/3 and whose registered address is at P.O. Box 874, Post Code 111, Seeb, Sultanate of Oman (Nawras); and

[Enter name of Reseller, The Sultanate of Oman registration number and address] (Reseller)

Introduction

- A. Nawras is a Class I Licensed Mobile Operator in The Sultanate of Oman and operates the Mobile Network in The Sultanate of Oman.
- B. Reseller is a Class II Licensed service provider who has requested access to the Mobile Network for the purpose of supplying Retail Mobile Services to Customers.
- C. Nawras and Reseller have agreed to facilitate Reseller's access to the Mobile Network on the terms and conditions set out in this Agreement.

Operative Provisions

1. Definitions And Interpretations

1.1 In this Agreement:

Activate means, in respect of a Service Number, the conditioning within the Mobile Network of that Service Number for the provision of Retail Mobile Services to that Service Number and Activated, Activation and Activated Service Number have corresponding meanings.

Agreement means this Agreement and includes all its Schedules.

Billing Dispute means a dispute pursuant to clause 7.6 initiated by Reseller in relation to a Nawras invoice, where Reseller has reasonable grounds to believe the matter has arisen from one of the following circumstances:

- (a) Nawras' Billing System or a third party billing system is or has been defective or inaccurate in respect of the recording of the Communications which are the subject of the dispute;
- (b) there is or has been a discrepancy between the invoice in dispute and the records generated by Nawras' Billing System or a third party billing system or billing records provided by Nawras;
- (c) there is or has been fraud by Nawras or a related corporation of Nawras; or
- (d) there is or has been some other error in respect of the recording of the Communications or calculation of the Charges which are the subject of the dispute or the billing in respect thereof.

Billing Dispute Procedures means the procedures set out in Schedule 3 to be followed by the Parties in resolving Billing Disputes.

Business Day means any day which is not a Thursday, Friday or public holiday in Muscat The Sultanate of Oman.

Capacity means capacity within the Mobile Network to accommodate telecommunication services. The available Capacity at any time will be determined by the relationship between the available Facilities and demand (including anticipated demand) for those available Facilities.

Change of Control means that any person:

- (a) who is not a shareholder in the Reseller as at the date of this Agreement, acquires an interest of more than 20% of the issued share capital of the Reseller; or
- (b) who is a shareholder in the Reseller as at the date of this Agreement, increases their interest in the issued share capital of the Reseller by more than 20%.

Charges means the charges payable to Nawras by Reseller for Nawras Services as set out in Schedule 1A - 1E and as amended from time to time in accordance with clause 6.

Commencement Date means the date of this Agreement.

Commercial Launch means the date when Reseller provides, or offers to provide, Retail Mobile Service or any part thereof to Reseller Customers, other than to a controlled group of persons for test or trial purposes.

Communication means a transmission path through a telecommunications system relating to the delivery of a Message and any reference to the conveyance of a Communication means the establishment and conveyance of a Message over such a transmission path.

Confidential Information of a Party means all information treated by that Party or any of its related corporations as confidential (regardless of its form and whether the other Party becomes aware of it before or after the Commencement Date), except information that is public knowledge otherwise than as a result of a breach of any obligation of confidentiality. The terms of this Agreement are the Confidential Information of each Party.

Consequential Loss means:

- (a) loss of revenue;
- (b) loss of profit;
- (c) loss of anticipated savings or business;
- (d) claims by Third Parties; and
- (e) costs and expenses associated with or incidental to any of the above.

Customer means a person to whom telecommunication services are supplied for its, his or her own use, whether alone or as part of another service or bundle of services.

Deactivate means removal of the designation of a Service Number within the Mobile Network as being an Activated Service Number and Deactivated and Deactivation have corresponding meanings.

Dispute Notification Period means 14 days from the date of an invoice.

Dispute Resolution Procedures means the procedures under clause 23.

Distributor means a person who has been or is to be appointed by Reseller in writing to promote or facilitate the supply of the Retail Mobile Services and related products.

Distribution Agreement means an agreement between Reseller and a Distributor.

Due Date has the meaning given in clause 7.5

Facilities means any facilities that are used to provide carriage, and includes without limitation switches and routers for telecommunications services, base stations, monopoles and towers, microwave equipment, radio spectrum and transmission network and equipment.

Financial Security means **[to be completed]**

Force Majeure Event has the meaning given in clause 21.

Forecasting and Ordering Procedures means the procedures by which Reseller is to forecast its requirements for Nawras Services, as set out in Schedule 3 and as amended by the agreement of the Parties from time to time.

Intellectual Property means all intellectual property, registered or unregistered, including but not limited to the following:

- (a) patents, copyright (including software), registered designs, trade marks, know-how, inventions and the right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

International Destination means a place outside The Sultanate of Oman.

International Roaming Agreement means an agreement between Nawras and an international third party mobile network operator for the supply of International Roaming Services.

International Roaming Service means a service offered by Nawras which permits Customers connected to the Mobile Network (including Reseller Customers) as their home Network, to use their Mobile Handsets on an international third party mobile network.

Legislative Event means:

- (a) the enactment, amendment, replacement or repeal of the Telecommunications Regulatory Act, or other telecommunications related legislation or regulations;
- (b) the making of a direction by the TRA that all or any part of this Agreement contravenes any provision of any law; or
- (c) the issue, registration, making, promulgation, issue, amendment or replacement of any code by the TRA or a court of law.

Mobile Handset means a device that interfaces with a mobile digital cellular Network without being in physical contact with any part of it and that is able to transmit or receive Communications over that Network.

Mobile Network means Nawras' mobile telecommunications network.

Nawras OSS means the operations and support system, including reseller owned or other third party platforms, used in conjunction with the Mobile Network.

Nawras Property means any property owned by Nawras:

- (a) located on Reseller owned or controlled premises for the purpose of supplying the Nawras Services; or
- (b) provided by Nawras to Reseller.

Nawras Services means the services provided under this Agreement by Nawras to Reseller including those Nawras Services specified in Schedule 1.

Nawras Trade Marks means Nawras' registered and unregistered trade marks from time to time.

Network means a telecommunication system or systems of a person used or intended to be used for telecommunications.

Network Conditioning Charges Principle or NCC Principle means:

- (a) to the extent that Nawras performs the Network Conditioning Services itself, Nawras will charge Reseller the costs incurred in providing such services. and
- (b) to the extent that the Network Conditioning Services are performed by a third party on behalf of Nawras, Nawras will charge Reseller the charges that the third party charges Nawras, together with a reasonable charge for Nawras' administrative costs in procuring such services.

Network Conditioning Services means the services provided under this Agreement by Nawras to Reseller to make the Mobile Network or Nawras OSS ready for the supply by Reseller of Retail Mobile Services.

Operations Manual means the Nawras manual setting out technical, operational and administrative matters relating to the supply of Nawras Services, as amended from time to time and including without limitation:

- (a) application procedures for new Reseller Customers;
- (b) procedures for Activation, Deactivation and Reactivation of Service Numbers; and
- (c) procedures for fault reporting and management.

Party means a party to this Agreement.

Portability means the ability for Customers to change Operators, from whom they receive digital cellular mobile telecommunications services without the need to change their Service Numbers.

Portability Services means the services provided by Nawras in respect of Reseller Customers who have ported to a third party Network as described in clause 16.

Re-Activation means in relation to an Activated Service Number that has been Deactivated, the re-activation of that Service Number within the Mobile Network.

Regulatory Event occurring in relation to a Party means:

- (a) the declaration, addition, variation or removal of a condition applying to that Party's licence.
- (b) the giving of a direction to that Party by the TRA.

Reseller Branded SIM means a SIM branded with the Reseller Marks with no reference to or branding of Nawras on the SIM exterior and which is owned by Reseller and used for Reseller Customers.

Reseller Customer means a Customer to whom Reseller has agreed to provide Retail Mobile Services.

Reseller Notification of Dispute means a notice of dispute form provided in a manner substantively similar to the pro forma attached as Appendix A to Schedule 2, containing or attaching the following information:

- (a) reasons why in Reseller's reasonable opinion Reseller disputes the invoice;
- (b) amount in dispute;
- (c) details to assist in identifying the relevant invoice and charges in dispute, including:
 - (i) account number;
 - (ii) invoice reference number;
 - (iii) invoice date;
 - (iv) invoice amount; and
- (d) any information in Reseller's possession that may be relevant to the disputed amount or the resolution of the dispute.

Reseller OSS means the operations and support system or other third party platforms, used by the Reseller in providing services.

Reseller Service Numbers means Service Numbers that are in a numbering block assigned by Nawras to Reseller.

Retail Mobile Services means the Nawras' Services, value added services and ancillary services that Reseller supplies to Reseller Customers in accordance with this Agreement.

Service Number means any telephone, facsimile, data or other service number which is capable of being used as an individual Network address on a mobile digital Network (as the home Network for that address).

SIM means a removable module that is used in the authentication procedures and contains the international mobile subscriber identity (IMSI) and other Customer data specified in clause 11.

SIM IPR means all intellectual property rights in relation to the SIMs subsisting throughout the world conferred under statute, common law equity, including but not limited to:

- (a) patents, copyright rights in circuit layouts, registered designs, trade marks or any right to have confidential information kept confidential; and

- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a),

but does not include Reseller Customer details or other proprietary information provided by Reseller to Nawras.

SMS means a short message service communication between compatible Mobile Handsets.

Tax means any fees, charges or other levies (including GST) in relation to this Agreement or any goods or services supplied under this Agreement, other than income tax.

Third Party Mobile Operator means a Third Party Operator of a mobile network in The Sultanate of Oman.

Third Party Operator means any Third Party operating a Network other than a Party to this Agreement or a related corporation to a Party to this Agreement.

TRA means the Telecommunications Regulatory Authority of The Sultanate of Oman.

1.2 In this Agreement and the Schedules, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an annex, appendix or Schedule is a reference to an annex, appendix or Schedule in this Agreement as amended from time to time and a reference to this Agreement includes an annex, appendix or Schedule;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the word person includes a firm, corporation, unincorporated association or an authority;
- (e) a reference to a person or Party includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), and assigns;
- (f) a reference to a Party includes that Party's employees or duly authorised agents or contractors acting in a capacity connected to the subject matter of this Agreement;
- (g) all payment amounts are expressed in Omani Rials unless specified otherwise;
- (h) if the day on which the payment of money falls due is not a Business Day, the due date will be deemed to be the next Business Day;
- (i) defined terms in this Agreement will have the same meaning as corresponding terms in an annex, appendix or Schedule, unless otherwise stated;
- (j) any reference to an item in a Schedule is a reference to the item of that number in that Schedule, unless otherwise indicated;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;

- (l) another grammatical form of a defined word or expression has a corresponding meaning;
 - (m) Reseller is not regarded as a related corporation of Nawras and vice-versa.
- 1.3 Headings are included for convenience and do not affect the interpretation of these terms and conditions.
- 1.4 In the event of any inconsistency between the following documents, the order of precedence of those documents in resolving that inconsistency will be as follows:
- (a) Schedule 1 in respect of Charges;
 - (b) the main body of the Agreement;
 - (c) the Schedules, subject to sub-clause 1.4(a); and
 - (d) operational procedures to be agreed, including, without limitation, the Operations Manual.

2. Nawras Services

General

- 2.1 Nawras will, subject to clauses 2.2 - 2.4 , supply or procure the supply to Reseller of the agreed Nawras Services set out in Schedule 1 subject to the terms and conditions of this Agreement.
- 2.2 Nawras' obligations to supply Nawras Services under this Agreement are subject to:
- (a) Reseller acquiring and maintaining all necessary regulatory approvals or licences to supply the Retail Mobile Services;
 - (b) the Reseller providing and maintaining the Financial Security referred to in clause 6
 - (c) the Reseller complying with the terms and conditions of this Agreement; and
 - (d) Nawras continuing to be obliged under its Licence to provide Nawras Services to Reseller.

No obligation to increase capacity

- 2.3 Nothing in this Agreement obliges Nawras to increase Capacity or expand coverage of the Mobile Network. The Nawras Services will be provided over the Mobile Network as it exists from time to time.

Network Conditioning

- 2.4 The cost (if any) required to make the Mobile Network ready for Reseller, will be calculated in accordance with the NCC Principle and will be payable by Reseller.
- 2.5 The Reseller must ensure that the Reseller OSS and any other Reseller hardware and software, complies with the technical standards set out Schedule 4 and the Operations Manual.

Forecasting and Ordering

- 2.6 The Forecasting and Ordering Procedures set out in Schedule 3 will apply to regulate the ordering of Nawras Services and the Reseller must comply with those procedures.
- 2.7 Where Reseller incorrectly forecasts or orders, the *'Procedures for dealing with materially incorrect forecasts and orders'* set out in Schedule 3 will apply.
- 2.8 The Parties may from time to time agree on the terms and conditions of supply (including charges) of other Nawras services, and until such time as those terms and conditions are agreed, Nawras is not obliged to provide such services to Reseller.

Handsets

- 2.9 Where the Reseller proposes to offer a Mobile Handset as part of a bundled offer to Customers, the Reseller must obtain Nawras' prior approval of the Mobile Handset, such approval not to be unreasonably withheld or delayed.

Access to International Roaming Services [NB. Provision of international roaming is subject to Nawras and TRA agreeing Nawras' prepaid international roaming].

- 2.10 Nawras will make available to Reseller International Roaming Services (to the extent available on the International Third Party Mobile Network for roaming Customers) for Reseller Customers on other technically compatible International Mobile Networks, which are generally available to Customers for whom the Mobile Network is their home Network.
- 2.11 Nawras will charge the Reseller the 'International Roaming Charge' set out in Schedule 1D in respect of the provision of International Roaming Services.
- 2.12 Reseller acknowledges that:
 - (a) International Roaming Services are provided to Reseller according to the International Third Party Mobile Network Operator's terms and conditions;
 - (b) the quality of the International Roaming Services provided to Reseller (other than to the extent provided using the Mobile Network) will depend on the International Third Party Mobile Network Operator; and
 - (c) due to invoicing practices of the International Third Party Mobile Network Operator, Nawras may not receive the Charges for International Roaming Services promptly and accordingly, the back billing limitation in clause 7.5 does not apply to International Roaming Services.
- 2.13 Nothing in this Agreement implies that Nawras is obliged to enter into or continue to be a party to any International Roaming Agreement and Nawras may terminate or suspend any Roaming Service in its sole discretion.

3. Reseller General Obligations

3.1 Reseller must:

- (a) comply with the Forecasting and Ordering Procedures in requesting Capacity from Nawras;
- (b) resupply the Retail Mobile Services in accordance with this Agreement and any operational guidelines agreed from time to time between the parties including, without limitation, the Operations Manual;

- (c) comply with all laws, regulations, standards and codes relevant to the Retail Mobile Services;
- (d) comply with all security requirements notified by Nawras or any relevant authority within The Sultanate of Oman;
- (e) not use the Nawras Services or any ancillary goods or services supplied using the Nawras Services, for any unlawful purposes;
- (f) not represent that it is Nawras or a related corporation of Nawras or misrepresent the manner in which or the extent to which it uses the Mobile Network;
- (g) not represent that it is authorised to act on behalf of Nawras or a related corporation of Nawras;
- (h) not act to jeopardise the operation of the Mobile Network or Nawras OSS unless acting with the written agreement of Nawras or in accordance with the written direction of Nawras under this Agreement;
- (i) not itself be involved in any fraudulent or other unauthorised use or attempted use of any telecommunications services or SIMs at any time;
- (j) notify Nawras immediately upon Reseller having reasonable suspicion of any person being involved in fraudulent or unauthorised activity in relation to the Nawras Services;
- (k) comply with The Sultanate of Oman industry standards (if any) regarding lost and stolen Mobile Handsets and also comply with reasonable procedures advised by Nawras from time to time;
- (l) provide the assistance Nawras reasonably requires in complying with its regulatory and inter-carrier obligations (including, but not limited to, its obligations relating to the provision of information to the police and other law enforcement agencies and interception);
- (m) provide to Nawras, Reseller Customer details required for:
 - (i) integrated directories and directory assistance purposes in accordance with any law or regulation; and
 - (ii) emergency services purposes;
- (n) provide the assistance Nawras reasonably requires to comply with industry standards concerning number management, transferability or portability;
- (o) comply with all relevant directions and orders issued to Reseller by the TRA or Nawras from time to time; and
- (p) comply with all other laws, statutory instruments and relevant codes and industry standards.

4. Reseller Customer Terms And Conditions

Customer Terms and Conditions

4.1 Reseller must have standard terms and conditions that comply with clause 4.

- 4.2 Reseller must provide the standard terms and conditions referred to in clause 4.1 to all Reseller Customers prior to reselling any services to that Customer.

Mandatory Customer Clauses

- 4.3 Reseller must include in its terms and conditions for Reseller Customers:

- (a) an explanation of the difference between a Class I and a Class II operator and the fact that a Class II operator's services are dependant on the provision of services from Class I operators;
- (b) a statement to the effect that, to the extent permitted by law, any Class I or other third party operator utilised in supplying Reseller's services is not liable to the Reseller Customer in contract, tort (including negligence) or otherwise, in relation to any claim against that Class I or other third party operator or any related corporations relating to any service or good supplied to the Reseller Customer by Reseller, any delay in supplying any service or good or any failure to supply any service or good;
- (c) statements to the effect that:
 - (i) the Retail Mobile Services may from time to time be disconnected if the underlying network breaks down or needs maintenance or where Nawras are required to do so by a legally authorised body;
 - (ii) availability of the Retail Mobile Service(s) is not guaranteed and the Retail Mobile Service(s) will not be available in all areas at all times nor will it be free of interruptions or interference;
 - (iii) the quality of the Retail Mobile Service(s) may be affected by various factors including factors outside the Resellers and Nawras' control;
 - (iv) the Reseller Customer must comply with the requirements of any regulatory body which administers phone number and other identifiers and acknowledges that these identifiers are not the Reseller Customer's property and the Reseller reserves the right to re-call the identifiers where necessary;
 - (v) in order to ensure Nawras' network continues to operate efficiently Nawras may establish size limits for transmission and storage of emails, downloads, voice-mails, SMS and individual storage capacity;
 - (vi) content downloaded by you Reseller Customer may be subject to intellectual property rights and is provided to Reseller Customer subject to those rights. In particular, unless otherwise specified, Reseller Customer may not resell downloaded content;
 - (vii) Reseller Customer assumes the risk of downloaded or saved content and in particular corruption or damage to Reseller Customer equipment; and
 - (viii) Reseller or Nawras may without notice to Reseller Customer deny access to, remove or modify any content that may be defamatory, offensive, indecent, objectionable, illegal or that may infringe any third party's intellectual property rights;

- (d) obligations to the effect that the Reseller Customer must not:
 - (i) use the Retail Mobile Services supplied by Reseller for any unlawful purposes or knowingly or negligently allow any other person to do the same;
 - (ii) jeopardise the operation of the Mobile Network or knowingly or negligently allow any other person to do the same;
 - (iii) resell or assign the Retail Mobile Services; and
 - (iv) be involved in any fraudulent or other unauthorised use or attempted use of any telecommunications services or SIMs at any time by any person, or knowingly or negligently allow any other person to do the same; and
- (e) any terms and conditions that:
 - (i) Nawras' arrangements with any third party operator require to be included within Customer terms;
 - (ii) if not included could result in additional liability or obligations for Nawras;
 - (iii) are required to be included by industry codes or standards; or
 - (iv) are reasonable and have been provided by Nawras to Reseller,

(Mandatory Customer Pass Through Clauses).

- 4.4 Reseller must implement any new terms or conditions required under clause 4.3(e) as soon as practicable after Nawras notifies Reseller and in any event within 30 days.
- 4.5 Reseller must provide Nawras with a copy of its terms and conditions upon request from Nawras so Nawras can verify that clause 4 is being complied with.
- 4.6 Reseller must, at Reseller's own cost, enforce its terms and conditions where not to do so could have a detrimental affect on Nawras.

5. Activations And Deactivations

Operations Manual

- 5.1 The Parties will agree upon an Operations Manual 3 months prior to Commercial Launch. If not, the operational processes that Nawras uses internally (if any) or otherwise those that Nawras specifies, will apply until such time as the Operations Manual is agreed.
- 5.2 Access by Reseller to the Mobile Network and the Nawras OSS will be provided in accordance with the procedures contained in this Agreement and operational procedures agreed from time to time by the parties, including, without limitation, the Operations Manual.

Access to means of Activation/Deactivation

- 5.3 Subject to clause 5, Nawras will provide Reseller, at Reseller's cost, with the means to Activate or Deactivate Service Numbers for Reseller Customers.

Network Suspension Rights

- 5.4 Subject to the requirements of this clause, Nawras may, or Nawras may require Reseller to, refuse to provide or to suspend or Deactivate any relevant Reseller Service Number for the following purposes:
- (a) to allow Nawras to reduce incidences of suspected fraud or illegal use
 - (b) where Nawras considers it necessary to protect Nawras or a related corporation of Nawras from material legal liability to Third Parties;
 - (c) to perform system and Network management, modification or maintenance determined by Nawras to be necessary from time to time;
 - (d) to reduce or prevent interference within the Mobile Network or the operation or quality of the Nawras Services, the Mobile Network or a third party Network; or
 - (e) if there is any outage in the Mobile Network used to provide the Nawras Service or any failure in the Nawras Service.
- 5.5 Nawras, in accordance with the procedures set out in the Operations Manual, may deny connection by Customers of any equipment (including Mobile Handsets of Reseller Customers) to the Mobile Network which in its reasonable opinion materially adversely affects or may materially adversely affect or unlawfully interferes with or may unlawfully interfere with the operation of the Mobile Network or which has not obtained all necessary regulatory approvals for use in Oman.

6. Charges

- 6.1 Reseller must provide the Financial Security. The obligation to provide the Financial Security will survive expiration of the Agreement.
- 6.2 Reseller must pay the Charges to Nawras in accordance with this Agreement.
- 6.3 Reseller is liable for any Charges incurred in respect of an Activated Service Number until the Service Number is Deactivated or ported. Further, Reseller is also liable for any Charges related to the process of deactivation and porting, whenever occurred.
- 6.4 The Charges will apply during the term of this Agreement unless varied by written agreement between the Parties.

7. Invoicing And Payment

Call Detail Records

- 7.1 Nawras will provide Reseller, upon request and for a charge, call detail records for Communications made by Reseller Customers as promptly and as frequently as is operationally and commercially reasonable, but no more frequently than once per day. Exact procedures will be agreed by the parties and detailed in the Operations Manual.

Monthly Invoicing

- 7.2 Nawras will endeavour to issue within 30 days of the end of each month, monthly invoices to Reseller for Charges incurred by Reseller:
- (a) during the relevant preceding month; and

(b) earlier if Nawras has not previously invoiced for those Charges.

Invoicing Details

7.3 An invoice issued under clause 7.2 will contain the information to be agreed in the Operations Manual and will be despatched by Nawras on the same date as the date on the invoice.

Reliance on Network Records

7.4 Without limiting Reseller's rights under the Billing Disputes Procedure, Reseller acknowledges that:

- (a) Nawras' Network call detail records for Nawras Services supplied; and
 - (b) Network records of the Third Party Operators for Communications from or to Reseller Customers carried by such Third Party Operators,
- are primary evidence that a Nawras Service was supplied as recorded.

7.5 Subject to the Billing Dispute Procedures, Reseller must pay each Nawras invoice within 14 days after the date of that invoice (Due Date) in the manner specified in the invoice.

Billing Dispute Procedure

7.6 If Reseller wishes to dispute an amount in a Nawras invoice, it must do so on one of the specified grounds of a Billing Dispute and comply with the Billing Dispute Procedures in accordance with Schedule 2.

Interest Payable on Overdue Payments

7.7 If Reseller does not pay any Nawras invoice by the Due Date, except to the extent of disputed amounts under clause 7.6, Nawras may charge interest on the outstanding amount for each day the amount is overdue, at a rate equal to 5% per annum above LIBOR on the last day of the relevant month from the Due Date to the date of payment and Reseller must pay that amount within 5 Business Days of the date of Nawras' invoice for such interest.

7.8 In the event that a Billing Dispute is resolved pursuant to which Reseller has to pay a sum previously withheld from Nawras, interest in respect of the unpaid amount will accrue from the Due Date of the invoice in dispute to the date that the payment is made.

Responsibility for Customer Invoicing

7.9 Nawras is not responsible for invoicing and collecting any monies owed by Reseller Customers and Reseller must pay Nawras in accordance with this Agreement regardless of any outstanding monies owed to Reseller by Reseller Customers.

7.10 Reseller is not required to pay any amount which has been validly disputed under clause 7.7, provided that the Parties are working to resolve that dispute in accordance with the Billing Dispute Procedure. Notwithstanding anything else in this Agreement, Reseller must pay an all undisputed amounts contained in a disputed invoice, irrespective of whether other amounts on that invoice are disputed, on or before the Due Date.

8. Taxes And Costs
- 8.1 Each party is responsible for dealing with its own taxation issues. If Nawras is required to withhold any amount in respect of withholding tax it may deduct such amount from the amount payable to the Supplier.
- 8.2 The Parties agree to bear their own legal and other costs incurred in relation to the preparation, negotiation and execution of this Agreement and all documents contemplated by it (except where this Agreement or those other documents expressly provide to the contrary).
9. Distribution Channels
- 9.1 Reseller must enter into a Distribution Agreement with each person that it proposes to appoint as a Distributor before it appoints that person as a Distributor.
- 9.2 Reseller acknowledges that Nawras has in place a number of agreements with distributors in which Nawras commits to those distributors that Nawras will not enter into agreements with other distributors allowing distribution into certain agreed distribution channels (Protected Distribution Channels).
- 9.3 In light of clause 9.2, Reseller agrees to advise Nawras of its distribution channels prior to distribution and where Nawras advises the Reseller that a proposed distribution channel includes a Protected Distribution Channel, the Reseller must not distribute through that that Distribution Channel.
- 9.4 Subject to clause 9.3, unless agreed otherwise in writing, Reseller's Distribution Agreement with each Distributor must include the following:
- (a) a requirement that Distributors must not in distributing Retail Mobile Services or ancillary goods, use the name Nawras or any of the Nawras Intellectual Property or represent or pass-off that they are Nawras or any of Nawras' related corporations or authorised to act on behalf of Nawras or of its related corporations; and
 - (b) a requirement that when contracting with Reseller Customers on behalf of Reseller, Distributors must include the Mandatory Customer Pass Through Terms set out clause 4.
- 9.5 Reseller must use its reasonable efforts to maintain the currency of each Distribution Agreement with each Distributor existing from time to time, during the term of this Agreement. In the event that a distribution agreement is in contravention to this clause 9, Reseller must promptly terminate or suspend its agreement with the relevant Distributor in respect of the Retail Mobile Services.
- 9.6 Reseller must, at Reseller's own expense, enforce each Distribution Agreement where Reseller is aware of any breaches of clause 9. Reseller must institute reasonable compliance procedures to monitor each Distributor's compliance with the requirements set out in clause 9. Where either Party discovers any suspected or actual breaches by a Distributor, that Party agrees to do the following:
- (a) advise the other Party of such breach as soon as practicable; and
 - (b) provide the other Party with all relevant information in its possession in relation to such breach, subject to confidentiality obligations owed to third persons.

9.7 Unless agreed otherwise in writing, Reseller must not and must ensure that its Distributors do not at any time, either during the term of this Agreement or after its termination, in relation to Reseller Retail Mobile Services:

- (a) use in its business or company name or any trade mark the Nawras name or any other name that is Nawras Intellectual Property; or
- (b) apply for registration as a trade mark, business or company name of any words or logos that are the same as or identical with or deceptively similar to the name Nawras or any Nawras Trade Mark.

10. Reseller OSS

10.1 Reseller acknowledges and agrees that:

- (a) access will be permitted to the Mobile Network and the Nawras OSS only for the purposes of interfacing Reseller OSS and only in accordance with this clause 10;
- (b) Reseller OSS must comply with the Technical Standards set out in Schedule 4.
- (c) Reseller must comply with any reasonable security requirements or procedures and other reasonable measures, advised by Nawras to Reseller from time to time; and
- (d) Reseller must ensure that the Reseller OSS does not corrupt or otherwise interfere with data transmitted through the Mobile Network or held in the Nawras OSS or otherwise interfere with the integrity of or overload the Mobile Network or the Nawras OSS, except actions taken in accordance with this Agreement, the Operations Manual or as otherwise agreed between the Parties.

10.2 Reseller will give Nawras reasonable prior notice of:

- (a) any new Reseller OSS which Reseller proposes to interface with the Mobile Network or the Nawras OSS; and
- (b) any proposed modifications in any Reseller OSS which are interfaced with the Mobile Network or the Nawras OSS,

(Interface Notice).

10.3 An Interface Notice given pursuant to clause 10.2, must provide the following information:

- (a) the technical specifications of the new or modified Reseller OSS;
- (b) the interface requirements with the Mobile Network or Nawras OSS;
- (c) the work Reseller anticipates Nawras will need to undertake to interface the new or modified Reseller OSS with the Mobile Network or the Nawras OSS; and
- (d) the interface commissioning date requested by Reseller.

10.4 Within 30 Business Days of Reseller providing the Interface Notice to Nawras, representatives of the Parties will meet to agree, on the following:

- (a) the changes which will be required to the interfaces with and the systems and processes within the Mobile Network and Nawras OSS;

- (b) a time-frame within which the interface work must be completed; and
 - (c) the process and criteria for interoperability testing,(Interface Plan).
- 10.5 Nawras is not required to provide any access to its facilities in respect of the relevant Reseller OSS, perform any interoperability testing or interface new or modified Reseller OSS until an Interface Plan is in place and once in place, only in accordance with that Interface Plan.
- 10.6 Nawras will undertake work to interface new or modified Reseller OSS, including without limitation, in relation to:
 - (a) the timing of such work; and
 - (b) the technical and operational quality of such work but in no circumstances will Nawras be required to prioritise work that Nawras undertakes for Reseller ahead of Network development and IT projects for Nawras' own business or which have been earlier requested by another reseller or any third party with whose Networks Nawras interconnects.
- 10.7 Following agreement in relation to the Interface Plan, Nawras is entitled to conduct a reasonable set of tests (Interoperability Tests) to determine whether there is satisfactory interoperability between the Reseller OSS and the Nawras Network and/or the Nawras OSS before it has any obligation to provide interface access to the Mobile Network or the Nawras OSS.
- 10.8 If Nawras advises Reseller:
 - (a) that the Reseller OSS has passed the Interoperability Tests, Nawras will permit the Reseller OSS to interface with the Nawras Network and/or the Nawras OSS; or
 - (b) that the Reseller OSS have failed the Interoperability Tests, the parties will meet and attempt to negotiate a solution, though Reseller acknowledges and agrees that at this point Nawras will always retain absolute discretion in relation to the interface of Reseller OSS with the Mobile Network and/or the Nawras OSS, and any decision by Nawras in this regard will be final and will not be referred to the Dispute Resolution Procedures.
- 10.9 Reseller OSS must:
 - (a) interface with the Mobile Network and the Nawras OSS only at the point or points agreed by the parties;
 - (b) comply, in respect of the interface with the Mobile Network or the Nawras OSS, with the reasonable technical specifications of Nawras; and
 - (c) only transmit data to the Nawras OSS in accordance with pre-agreed procedures.
- 10.10 Reseller will bear all costs associated with interfacing the Reseller OSS with the Nawras Digital Mobile Network or the Nawras OSS, including the costs incurred by Nawras in performing interoperability testing in accordance with the NCC Principles. These costs must be agreed prior to being incurred. Nawras may invoice for such costs either in a lump sum or monthly, as it chooses.

11. SIMS
- 11.1 Reseller may:
- (a) acquire SIMs from a third party;
 - (b) request Nawras to supply Reseller Branded SIMs, in accordance with the Forecasting and Ordering Procedures.
- 11.2 Where Reseller Branded SIMs are sourced from Nawras:
- (a) Reseller will own the SIMs (but not, subject to paragraph (b), the SIM IPR); and
 - (b) to the extent there is SIM IPR, Nawras licenses the SIM IPR to Reseller and its Customers during the term of this Agreement;
- 11.3 Where Reseller sources its own SIMs:
- (a) Nawras will perform reasonable testing of the sample cards and production cards to ensure compatibility with the Mobile Network;
 - (b) the SIMs will not be used by Reseller or distributed to Reseller Customers until such testing has been completed by Nawras (which must be done within a reasonable period of time and in any event no longer than 15 days) and Nawras has advised Reseller that the SIMs have passed such tests;
 - (c) only SIMs that are the same as the SIMs that have passed the sample tests may be provided to Reseller Customers and Reseller must immediately withdraw (or take such other action as the Parties may agree) from Reseller Customers SIMs that did not pass the tests in sub-clause (a) and promptly discuss with Nawras the action that should be taken, including whether the SIMs supplier should be used again; and
 - (d) the reasonable costs of Nawras performing the testing will be borne by Reseller.
- 11.4 Irrespective of whether Reseller acquires the SIMs from a third party or from Nawras, the following processes will apply to preserve Network security and the integrity of Customer details:
- (a) Nawras will provide an electrical characteristics template to the SIMs supplier for the Reseller Branded SIMs or unbranded SIMs, suitable to deliver service to the Reseller Branded SIM holder or the unbranded SIM holder on the Reseller Network;
 - (b) Reseller may specify additional fields or functionality not utilised by Nawras on the Mobile Network, provided that they are able to be supported by Nawras and do not cause interference with the Mobile Network but for the avoidance of doubt Nawras will always retain the right to specify fields or functionality of SIMs that are required to interwork with or be compatible with the Mobile Network or the Nawras OSS.
 - (c) Nawras will provide the IMSI (International Mobile Subscriber Identity) and ICCID (Integrated Circuit Card Identifier) to the SIM supplier and receive secure output files from the supplier which contain completed data fields, including IMSI, KI (cipher key), PIN (access code) and PUK (unblocking code) (Output Files);
 - (d) Reseller will provide the user profile to Nawras or the vendor directly;

- (e) the Output Files in paragraph (c) will be uploaded by Nawras onto the HLR and further files will be generated by Nawras for Reseller in order to facilitate Activations by Reseller;
 - (f) Reseller may distribute and Activate the Service Number; and
 - (g) Reseller acknowledges that the KI (cipher key) will always be retained by Nawras and will not be provided to Reseller or Reseller Customers.
- 11.5 Reseller may request Nawras in writing to supply Nawras Branded SIMs containing Nawras Output Files to address a shortfall in Reseller Branded SIMs. If Reseller so requests, the Parties may agree on the terms and conditions of supply.
12. Nawras Trade Marks and Intellectual Property
- 12.1 Subject to clause 12.2, Reseller must not without Nawras prior written consent:
- (a) use the name Nawras or any Nawras Trade Mark in promoting or supplying Retail; and
 - (b) knowingly allow any third person, including a Distributor, to use the Nawras name or any Nawras Trade Mark.
- 12.2 Reseller acknowledges that:
- (a) the Nawras Trade Marks are the exclusive property of Nawras or a related corporation of Nawras; and
 - (b) all existing goodwill in the Nawras Trade Marks is vested in and all future goodwill in Nawras Trade Marks will vest in and remain the exclusive property of Nawras or a related corporation of Nawras, as the case may be
- 12.3 Each party will retain ownership of their pre-existing Intellectual Property Rights.
- 12.4 Unless agreed otherwise in writing, Nawras will own all Intellectual Property Rights that arise in the context of the provision of the Nawras Services and the Supplier will perform all acts and sign all documents reasonably required by Nawras to evidence such ownership.
13. Nawras Property And Equipment
- 13.1 Reseller:
- (a) acknowledges that Nawras Property is and will remain the property of Nawras;
 - (b) must use Nawras Property in accordance with agreed procedures (including, without limitation, the Operations Manual) and any other reasonable directions of Nawras notified to Reseller from time to time;
 - (c) must notify Nawras promptly on becoming aware of any damage to or malfunction of the Nawras Property or that any Nawras Property requires maintenance of any kind; and
 - (d) acknowledges that Nawras may, in its absolute discretion, subject to giving reasonable notice where practicable, change, modify, replace or remove Nawras Property without prejudice to the other provisions of this Agreement and subject to not materially interfering with the supply of the Nawras Services.

- 13.2 Reseller must:
- (a) provide adequate power and a suitable physical environment for the Nawras Property in accordance with Nawras' reasonable directions;
 - (b) only permit Nawras Property to be repaired, serviced, moved or disconnected by Nawras unless otherwise permitted by Nawras; and
 - (c) to the extent that Reseller wishes to locate its property at facilities owned or controlled by Nawras, Reseller must request such access and, subject to Nawras advising Reseller that, in Nawras' absolute discretion, collocation is feasible, such access may be provided by Nawras, after the parties have executed a collocation agreement, in accordance with that agreement.
- 13.3 Reseller bears the risk of loss or damage to Nawras Property while it is in Reseller's possession or control.
- 13.4 Reseller must protect Nawras' title to Nawras Property by:
- (a) not, without Nawras' prior written consent, removing or deliberately obscuring any identification marks on that equipment;
 - (b) complying with all reasonable instructions Nawras gives Reseller to protect Nawras' ownership; and
 - (c) not doing anything or allowing anything to be done which might affect Nawras' ownership.
- 13.5 Reseller must provide Nawras with reasonable access on reasonable notice to premises owned, leased or used by Reseller to install, service, modify and remove any Nawras Property.
- 13.6 The Parties will agree, prior to installation of Nawras Property, on the design and space requirements for Nawras Equipment at Reseller premises.
- 13.7 Reseller is required to pay rental charges in respect of Nawras Property in such reasonable amounts as Nawras specifies from time to time.
14. Number Allocation *[NB. The clause 14 below assumes that the Resellers will be allocated number ranges directly. If this is not the case, this clause will be significantly different]*
- 14.1 Reseller acknowledges that the TRA owns Service Numbers and that the TRA will allocate Service Numbers directly to the Reseller.
- 14.2 Reseller is responsible for all aspects of obtaining and maintaining Service Numbers used by Reseller Customers.
- 14.3 Reseller must comply with all TRA obligations regarding Service Numbers.
- 14.4 Reseller must pay Nawras the Service Number Implementation Fee set out in Schedule 1.
15. Reseller Customer Service
- 15.1 Reseller is responsible for providing customer service to Reseller Customers and Nawras has no responsibility to Reseller Customers whatsoever.

15.2 Reseller:

- (a) acknowledges that Nawras will have no financial responsibility for Reseller Customers, including without limitation, credit checking or billing and payment collection;
- (b) will as soon as reasonably practicable after the Commencement Date:
 - (i) establish an adequate customer service capability; and
 - (ii) establish processes to manage fraud, security and law enforcement requirements to the level required by law, regulation or code.

16. Confidential Information and Publicity

16.1 Subject to clauses 3.1(m) and 17.3, each Party must keep confidential all Confidential Information of another Party which comes to its knowledge or into its possession in connection with this Agreement and must not:

- (a) use or copy such Confidential Information except for the purposes of this Agreement; or
- (b) disclose or communicate, cause to be disclosed or communicated or otherwise make available such Confidential Information to any third party, unless authorised by this Agreement.

16.2 Each Party must establish and observe procedures adequate to protect the Confidential Information of the other Party and must ensure that each of its directors, officers, employees, agents and representatives to whom that Confidential Information is disclosed for the purposes of this Agreement is directed to keep the Confidential Information confidential as set out in this clause.

16.3 Notwithstanding a Party's obligations under clause 16.1, that Party may disclose the Confidential Information of another Party:

- (a) to those of its directors, officers, employees, agents and representatives and those of its related corporations to whom the Confidential Information is reasonably required to be disclosed for the purposes of this Agreement;
- (b) to the Party's financiers and the financier's professional advisers to the extent required by the financiers in relation to the conduct of the Party's business with its financiers but only if the disclosing Party has first obtained a confidentiality undertaking equivalent to the undertakings in this Agreement from the financiers and their professional advisers prior to any disclosure;
- (c) in connection with legal proceedings, arbitration, expert determination and other dispute resolution mechanisms set out in this Agreement;
- (d) as required by law or regulation provided that, where practicable, the disclosing Party has first notified the other Party that it is required to disclose the Confidential Information so that the other Party has an opportunity to protect the confidentiality of its Confidential Information;
- (e) with the consent of the other Party;

- (f) in accordance with a lawful and binding directive issued by the TRA or any Minister in relation to which the disclosing Party will use reasonable endeavours to notify the other Party for information purposes only;
 - (g) to the TRA for the purpose of registration of this Agreement or any amendment, modification or alteration of this Agreement;
 - (h) as required by the listing rules of any stock exchange where the Party's securities or those of a related corporation are listed or quoted; or
 - (i) if reasonably required to protect the safety of personnel or equipment.
- 16.4 Each Party must co-operate in any reasonable action taken by the other Party to:
- (a) protect the confidentiality of the other Party's Confidential Information; or
 - (b) enforce the rights in relation to its Confidential Information.
- 16.5 Each Party acknowledges that no warranty is given by a disclosing Party that the Confidential Information disclosed to Third Parties is or will be correct.
- 16.6 The Parties acknowledge that a breach of this clause by one Party may cause the other Party irreparable damage for which monetary damages would be an inadequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against such a breach or threatened breach of this clause 17.
- 16.7 On termination or expiry of this Agreement, each Party must immediately on the request of the other Party:
- (a) return to the other Party;
 - (b) destroy and certify to the other Party in writing the destruction of; or
 - (c) destroy and permit an employee of the other Party to witness the destruction of, all the other Party's Confidential Information in the other party's possession or control.
- 16.8 The Reseller must not make or authorise a press release or other public statement relating to the negotiations of the parties, this Contract, performance under this Contract, any Nawras Group Company's business or the relationship between the Reseller and Nawras, unless it has the prior written approval of Nawras.
17. Indemnity By Reseller
- 17.1 Reseller indemnifies Nawras and related corporations of Nawras against all losses, expenses, damages and costs (including legal costs on a full indemnity basis) incurred by or awarded against that company arising out of:
- (a) any breach of this Agreement or any negligent act or omission of Reseller or its employees, officers, agents or Contractors;
 - (b) any damage to or loss of Nawras OSS, Nawras' Property, the Mobile Network or Nawras data as a result of any interface between Nawras equipment and Reseller equipment, including but not limited to, arising as a result of the interface of the Reseller OSS and the Mobile Network or the Nawras OSS, other than to the extent that the damage or loss is directly caused by the written direction (followed in

good faith) of Nawras or its employees, officers, agents or contractors or otherwise in accordance with this agreement;

- (c) any claim by a Reseller Customer or a Distributor against Nawras or a related corporation of Nawras relating to the supply of any Nawras Service or ancillary goods or services under this Agreement, or the use of either by any Reseller Customer or Distributor relating to the supply of any Nawras Service or Nawras good under this Agreement;
- (d) the death or injury of an officer, employee, agent, representative or contractor of Nawras caused by any negligent act or omission of Reseller (including its officers, employees, agents, representatives or Contractors); and
- (e) any fraud by Reseller, Reseller Customers, Distributors or any third person under the control of Reseller, a Reseller Customer or a Distributor who uses or purports to use any services or goods supplied by Reseller.

18. Exclusion and Limitation of Liability

18.1 Despite any other provision in this clause 18, Nawras does not exclude or limit the application of any provision of any statute where to do so would:

- (a) contravene that statute; or
- (b) cause any part of this Agreement to be void.

18.2 Except as otherwise expressly provided in this Agreement and subject to clause 18.3(c), Nawras excludes all:

- (a) statutory liability;
- (b) conditions and warranties to the extent implied by custom, the general law or statute; and
- (c) liability for any Consequential Loss.

18.3 Without limiting the exclusions or limitations of liability in this clause 18, Reseller acknowledges that:

- (a) Nawras does not warrant that Nawras will be able to provide the Nawras Services, other than to the extent that Nawras has agreed to provide the Nawras Service and then only to that extent;
- (b) subject to sub-clause 18.3(c), Nawras is not liable to Reseller, any Distributor, any Reseller Customer, any potential Reseller Customer or any other person for any:
 - (i) Activation or Deactivation of a Service Number in accordance with this Agreement;
 - (ii) any error or omission in relation to information transmitted through the Nawras Digital Mobile Network;
 - (iii) any delay in the initial provision of failure to provide or interruption of all or any of the Nawras Services, including, without limitation, due to any Network failure, Network congestion, lack of network capacity or any call drop out;

- (iv) loss arising from, or consequential upon, any act or omission of:
 - A. of a Third Party Operator; or
 - B. of any third party involved in the operation or maintenance of a facility used in connection with an international carriage service; or
 - C. otherwise arising from a third party Network; or
 - D. any Reseller Customer or any third party not under the direct control of Nawras;
 - (c) Nawras does not exclude liability for personal injury or death to the extent caused by a negligent act of Nawras or any related corporation of Nawras; and
 - (d) if the actual volume of Nawras Services exceeds the volume ordered by Reseller for an Order period, then Nawras may not be able to supply sufficient Nawras Services to Reseller and Nawras will have no liability to Reseller, any Distributor, any Reseller Customer, any potential Reseller Customer or any other person for any resulting degradation in the quality or level of service, including any unsuccessful calls to the extent caused by the miscalculated ordering.
- 18.4 Subject to clause 18.5 and notwithstanding any other provision of this Agreement, the aggregate liability of Nawras (whether in contract, tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach or any other cause) will be OMR 1,000,000.
- 18.5 Clause 18.4 does not apply to liability of Nawras under in relation to death or personal injury or loss or damage to property.
19. Term, Suspension and Termination
- Term*
- 19.1 This Agreement starts on the Commencement Date and continues, for a period of [24 months] (Initial Term). At least 6 months prior to the expiry of the Initial Term, the Parties will meet to discuss whether to renew the Agreement and if so on what terms.
- 19.2 During the term of this Agreement the Reseller must not engage or deal with any other Class 1 Licensee. For the avoidance of doubt, the parties specifically agree that any breach of this clause :
- (a) is likely to cause material loss and damage to Nawras; and
 - (b) constitutes a material breach not capable of remedy as determined by Nawras.
- Suspension*
- 19.3 Nawras may suspend the provision of Services in situations where there is a Billing Dispute.
- 19.4 If Reseller materially breaches this Agreement (as determined by Nawras in its sole discretion) Nawras may suspend all or any of the Nawras Services.
- 19.5 If Nawras wishes to suspend the Nawras Services or part thereof, under clause 19.3, it must give a suspension notice to Reseller which:

- (a) cites clause 19; and
- (b) specifies the breaches; and
- (c) specifies and requires Reseller to institute reasonable remedial action (if such action is capable of being remedied) in respect of that event; and
- (d) specifies the action which may follow due to a failure to comply with the notice,
(Suspension Notice).

19.6 If Reseller fails to institute remedial action as specified in the Suspension Notice within 5 Business Days after receiving the Suspension Notice, Nawras may, by further notice to Reseller, refuse to provide or suspend the provision of any Nawras Service or good of the kind in respect of which the Suspension Notice has been issued until the remedial action specified in the Suspension Notice is taken. If a Nawras Service has been suspended for 15 Business Days or more Nawras may immediately terminate this Agreement or the Nawras Services, or part thereof as the case may be.

19.7 Where Reseller is able to complete the remedial actions specified in the Suspension Notice, Nawras must, at the cost of the Reseller, recommence the provision of the affected Nawras Service(s) within 10 Business Days.

Termination

19.8 Nawras may terminate this Agreement immediately if:

- (a) a Regulatory Event occurs, clause 33.2A does not apply and Nawras has given Reseller the period of notice required under that clause; or
- (b) Reseller suffers a Change of Control and Nawras has not consented to such Change in Control.

19.9 Either Party may terminate this Agreement immediately by giving notice in writing to the other Party if:

- (a) the other Party has committed a material breach of this Agreement, which is:
 - (i) not capable of being remedied; or
 - (ii) not remedied by the other Party within 7 Business Days of written notice specifying the breach;
- (b) any material distress or execution is levied on the other's property or if the other Party becomes or is unable to pay its debts or has a receiver, administrator, administrative receiver or manager appointed over the whole or any material part of its assets or undertakings, becomes insolvent, compounds or makes any composition or other arrangement for the benefit of its creditors or any petition or resolution for the judicial management or the winding up of that Party is passed or presented or if the other Party will suffer any analogous proceedings and such events have a materially adverse effect on that Party's ability to perform its material obligations in accordance with this Agreement;
- (c) a Force Majeure Event under clause 25.3(b) continues for 15 Business Days or more; or

- (d) either Party loses any statutory licence necessary to provide services under or contemplated by this Agreement.
20. Consequences of Termination, Expiry or Suspension
- 20.1 Upon expiration of the Term or earlier termination of this Agreement, Reseller will within 30 days after such termination, or such other period as may be agreed by both Parties:
- (a) where permission has been given to the Reseller to use Nawras Intellectual Property, cease to use the Nawras Intellectual Property and remove from any establishment or place all representations of the Nawras Intellectual Property including without limitation all signs or display material bearing the Nawras Intellectual Property and deliver (at its expense) to Nawras (or to any person nominated by Nawras) such products and other materials in its possession or under its control which reproduce or display the Nawras Intellectual Property or, at the election of Nawras, destroy such products and other materials and provide Nawras with written confirmation of the same;
 - (b) disconnect or allow (at Reseller's cost) Nawras to disconnect all facilities and equipment from Nawras property, premises and facilities and return any Nawras Property located on Reseller's property or premises, failing which Nawras may enter any premises owned or controlled by Reseller, with reasonable notice and during business hours, and repossess any Nawras Property (at Reseller's cost).
- 20.2 Reseller must reasonably compensate Nawras for any equipment or facility which is not returned in good condition (fair wear and tear excepted), except where such damage is due to a negligent act or omission of Nawras.
- 20.3 Termination or expiry of this Agreement does not operate as a waiver of any breach by a Party of this Agreement and is without prejudice to any rights, liabilities or obligations of any Party which have accrued up to the date of the termination or expiry, including a right of indemnity.
- 20.4 Within 10 Business Days of the date of termination, each Party must pay to the other Party all amounts owed and any interest (if applicable) incurred thereon, before or after the date of termination.
- 20.5 Any provision that by its nature is intended to survive termination, survives termination including any clause relating to confidentiality, liability and indemnity, consequences of termination and boilerplate provisions.
- 20.6 On termination or expiry of this Agreement, to the extent not already done during the Transitional Period, a Party (the Information Owner) may direct the other Party to take the following steps in respect of any Confidential Information of the Information Owner held by that other Party:
- (a) return the Confidential Information to the Information Owner;
 - (b) destroy the Confidential Information and certify to the Information Owner that the destruction has taken place; or
 - (c) destroy the Confidential Information under the supervision of an employee or agent of the Information Owner.

21. Force Majeure
- 21.1 Nawras reserves the right in event of a natural disaster or a security threat, to disconnect the Reseller service should Nawras' mobile service be required to support any government or regulatory body or circumstances otherwise require.
- 21.2 Neither Party will be liable for any failure to fulfil any term of this Agreement if such fulfilment is delayed, prevented, restricted or interfered with for any reason outside that Party's reasonable control, including but not limited to, fire, storm, flood, earthquake, war, law or regulation or act or omission of any third person beyond their reasonable control (Force Majeure Event).
- 21.3 The party unable to perform its obligations must:
- (a) notify the other party promptly of any delay referred to in clause 21.1; and
 - (b) use its reasonable endeavours to resume performance in accordance with this Agreement as soon as possible.
- 21.4 If any delay, prevention, restriction or interference referred to in clause 21.1 prevents Reseller from conducting the Business and continues for more than:
- (a) 10 Business Days, Reseller may acquire services equivalent to the Nawras Services from a Third Party Operator until the relevant Force Majeure Event has been rectified such that Reseller would no longer be prevented from conducting the Business if it used the Nawras Services; or
 - (b) 60 days, either party may issue a notice of termination on giving 10 Business Days notice to the other Party.
22. Performance of Nawras' obligations
- Without prejudice to Reseller's rights against Nawras, Nawras may perform any of its obligations under this Agreement by arranging for them to be performed by a third party.
23. Resolution of Disputes
- 23.1 Save for any disputes relating to billing which are to be dealt with under clause 7, if a party raises any dispute in relation to this Agreement that party must, before resorting to external dispute resolution mechanisms (including notifying TRA), notify the other party in writing setting out the reasons for the dispute.
- 23.2 Where a notice has been given under clause 23.1 (Dispute Notice), the Parties will attempt to resolve the dispute in relation to this Agreement by referring the matter to the an appropriate representative of Nawras and an appropriate representative of Reseller (or their respective nominees) who must attempt to negotiate a resolution of the dispute within 20 Business Days of the date of receipt of the notice.
- 23.3 If a dispute is not resolved by the Parties within 20 Business Days of the date of receipt of the Dispute Notice, the Parties must escalate the matter to their respective CEOs who must use reasonable efforts to resolve such dispute within a further 20 Business Days period.
- 23.4 If following completion of the time processes set out in clauses 23.2 and 23.3 the dispute the subject of the Dispute Notice remains unresolved, the parties are free to pursue other dispute resolution avenues including notifying the TRA.

23.5 This clause 23 does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court that may be urgently required.

24. Assignment and Change of Control

24.1 Reseller must not novate, assign or attempt to novate or assign any right or obligation under this Agreement without the written consent of both Nawras and the Telecommunications Authority of Oman.

24.2 The Reseller must ensure that it does not suffer a Change in Control without Nawras' prior written consent.

24.3 A change in the shareholding of Nawras will not invoke the operation of clause 24.1, and no consent of Reseller is required under this Agreement to such change in shareholding.

25. Relationship and Non-Solicitation

25.1 The Parties acknowledge and agree that:

- (a) nothing in this Agreement constitutes a relationship of employer and employee, partnership or joint venture or agent and principal between Nawras and Reseller;
- (b) Reseller is an independent contractor and has no right to bind Nawras in contract or otherwise at law; and
- (c) neither party may pledge the credit of the other Party or receive money on the other Party's behalf other than as otherwise permitted by this Agreement.

25.2 Reseller must not employ, seek to employ, entice or discuss employment opportunities with any employee or contractor of Nawras nor with any former employee of Nawras who was employed by Nawras at any time during the previous six (6) months.

26. Severability

Part or all of any clause of this Agreement that is illegal or unenforceable will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Agreement.

27. Waiver

The failure of either party at any time to insist on performance of any provision of this Agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of this Agreement.

28. Notices

28.1 Each party notifying or giving notice under this Agreement:

- (a) must notify the other in writing; and
- (b) must hand deliver or send such notice by pre-paid post to the address of the recipient, or sent by facsimile transmission, to the facsimile number specified below (or other address or facsimile number notified in accordance with this clause):

[insert contact details]

- 28.2 A notice given in accordance with clause 28.1 will be deemed received:
- (a) if hand delivered, on the date of delivery;
 - (b) if sent by pre-paid post, 5 days after the date of posting; and
 - (c) if sent by facsimile transmission, on the day the transmission is sent (as long as the sender has a confirmation report specifying a facsimile number of the recipient, the number of pages sent and the date of the transmission).

29. Regulatory Events And Legislation

29.1 Subject to clause 29.2, if in the opinion of a party acting reasonably:

- (a) a Regulatory Event occurs or is reasonably likely to occur which will have a material impact on the subject matter of this Agreement, then upon request from either Party; or
- (b) a Legislative Event occurs or is reasonably likely to occur which will have a material impact on the subject matter of this Agreement, then upon request from either Party,

the Parties will (without prejudice to any other rights the requesting party may have) enter into good faith negotiations as soon as practicable, to amend or vary this Agreement to the extent reasonably necessary or appropriate to address the implications of the Regulatory Event or Legislative Event, as the case requires.

29.2 If the Parties are unable to reach a mutually agreeable solution under clause 29.1 within 30 Business Days of the commencement of negotiations, either party may refer the dispute to the Dispute Resolution Procedures.

30. Governing Law

30.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) will be governed by and construed in accordance with law of The Sultanate of Oman and the courts or the Sultanate of Oman will have jurisdiction to hear any dispute or other matter that arises under this Agreement.

31. Entire Agreement

31.1 Except as provided in this Agreement, this Agreement may only be varied in writing signed by the Parties.

31.2 This Agreement may be signed in any number of counterparts and all those counterparts together make one document.

31.3 This Agreement and any other documentation executed contemporaneously relevant to its subject matter supersedes all prior representations and agreements in connection with that subject matter.

SCHEDULE 1A²

Standard Nawras Services and Charges

Connection fee:

	OMR
Setup	200,000 ³
Monthly	2,000

Legal Intercept⁴

	OMR
Setup	TBA
Monthly	TBA

Implementation of number ranges

	OMR
Setup ⁵	10,000

Provisioning MSISDN⁶

	OMR per MSISDN
Implementation	2
Monthly	1

² All charges are indicative and subject to bilateral agreement.

³ Setup cost may vary depending on requirements of reseller.

⁴ The cost for implementation of legal intercept will be dependent of the technical set-up and the requirements of the reseller.

⁵ Per implementation of number block (either 10,000 or 100,000 MSISDN).

⁶ Will be invoiced in the monthly invoice per provision MSISDN.

Basic traffic charges voice

	Peak OMR/min ⁷	Off-peak OMR/min ⁸
National calls	0.0467	0.0331
International Calls	Nawras retail - 15%	Nawras retail - 15%

Basic traffic charges - messages

	OMR per message
SMS to national numbers	0.0085
SMS to international numbers	0.0425
MMS to national numbers	0.0382

Basic traffic charges - data

	OMR per KB ⁹
Data usage (GPRS or EDGE)	0.00042

Additional Nawras Services

Voicemail

	OMR
Setup	TBA
Monthly	TBA

Number blocking, unblocking and change of number

	OMR
Setup	TBA
Monthly	TBA

⁷ Will be invoiced in increments of minutes with each call rounded to the nearest minute.

⁸ Will be invoiced in increments of minutes with each call rounded to the nearest minute.

⁹ Will be invoiced in increments of KB.

SIM-cards and welcome packs¹⁰

	OMR
Delivery of SIM cards	TBA
Programming of SIM-cards	TBA
Production of welcome packs	TBA

Billing¹¹

TBA

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¹⁰ Includes delivery of SIM and SIM-programming.

¹¹ For Nawras to deliver the billing facilities including elements such as use of Nawras IN needs to be agreed by the parties and will be dependent of the specific solution.

SCHEDULE 2

Billing Dispute Procedures

1. Definitions
 - 1.1 In this schedule:
 - 1.2 References in this Schedule to items are to items in this Schedule, unless otherwise stated.
2. General
 - 2.1 This schedule sets out the procedures by which Reseller may raise, Nawras will investigate and the Parties may resolve Billing Disputes pursuant to clause 7.6 of this Agreement. For clarification, Reseller may not dispute invoices under clause 7.6 except in respect of Billing Disputes.
3. Billing Dispute Procedure
 - 3.1 Reseller must issue a Notice to Nawras before the expiry of the Dispute Notification Period Date if it wishes to raise a Billing Dispute in respect of a particular invoice.
 - 3.2 Within 20 Business Days after the receipt of a Notice or such longer period as Nawras may reasonably require (Billing Investigation Period), Nawras will investigate the Billing Dispute. To the extent that a Billing Dispute has arisen by virtue of a dispute between Nawras and a third party, the procedures for investigating the Billing Dispute set out in this Schedule 2 will be suspended for a reasonable time pending resolution of the dispute with the third party. As a general rule, the period of the suspension will not exceed 6 months. However, the Parties recognise that some disputes, particularly those with international third parties, may take longer to resolve, in which case Nawras must promptly inform Reseller of the likely period for resolution.
 - 3.3 If, during the Billing Investigation Period, Nawras requires additional information from Reseller in order to investigate the dispute, Nawras may reasonably request such additional information from Reseller (subject to confidentiality obligations owed to third persons). Reseller must provide that additional information within 5 Business Days of a request from Nawras.
 - 3.4 Nawras may reject a Notice or purported Notice by notice in writing:
 - (a) if the Notice is not provided in the form set out in Schedule 2;
 - (b) the Notice does not contain all of the information required to be contained in or attached to it;
 - (c) Reseller does not provide the additional information reasonably required and requested by Nawras under item 3.3;
 - (d) if the dispute is or should be a Customer dispute between Reseller and a Reseller Customer; or
 - (e) the dispute is not a Billing Dispute.

- 3.5 Unless item 3.4 applies, no later than the end of the Billing Investigation Period, Nawras will notify Reseller in writing of the result of its investigation of the Billing Dispute (Investigation Notice).
- 3.6 If Reseller does not notify Nawras within 10 Business Days of the receipt of the Investigation Notice, Reseller will be deemed to have accepted the result of the Nawras investigation.
- 3.7 If Reseller notifies Nawras within 10 Business Days of the receipt of the Investigation Notice (Second Dispute Date) that it does not accept the findings of Nawras as contained in the Investigation Notice:
- (a) Reseller and Nawras will meet within 5 Business Days of the Second Dispute Date;
 - (b) Reseller and Nawras will negotiate in good faith for a further period of 5 Business Days.
- 3.8 If the Parties have been unable to resolve the Billing Dispute at the end of the period referred to in item 3.7(b):
- (a) each Party will refer the Billing Dispute to their respective CFOs;
 - (b) the CFOs will endeavour to resolve the Billing Dispute within 10 Business Days of the date of such referral, or such other period as is agreed by the Parties; and
 - (c) each Party will bear their own costs incurred in connection with the Senior Officers functions under this item.
- 3.9 If the Parties are still unable to resolve the Billing Dispute under item 3.8, either Party may commence Court proceedings.
- 3.10 Upon resolution of a Billing Dispute under this Schedule 2 any sum to be paid or repaid will be paid within 5 Business Days of the date of resolution.

Appendix A

Pro-forma Reseller Notification of Dispute of Invoice form

Notification of Dispute of Invoice

From: Reseller Contact Officer: [Name] Fax: [Number] Telephone: [Number]	To: Nawras Contact officer: [Name] Fax: [Number] Telephone: [Number]
DATE OF NOTICE: [Insert date Notice issued]	
SECTION 1 - NOTICE Pursuant to clause 7.6 of the Agreement, Notice is given of the existence of a dispute in relation to the invoice as described in section 2.	
SECTION 2 - INVOICE DETAILS [Account Number], [Invoice reference number], [Invoice date], [Invoice amount]	
SECTION 3 - BASIS FOR THE DISPUTE Set out here: (a) <i>The reason(s) why in Reseller's reasonable opinion, disputes the invoice, i.e.:</i> <ul style="list-style-type: none">• <i>Nawras' Billing System or a third party billing system is or has been defective or inaccurate in respect of the recording of the Communications which are the subject of the dispute;</i>• <i>there is or has been a discrepancy between the invoice in dispute and the records generated by Nawras' Billing System or a third party billing system or billing records provided by Nawras;</i>• <i>there is or has been fraud by Nawras or a related corporation of Nawras; or</i>• <i>these is or has been some other error in respect of the recording of the Communications or calculation of the Charges which are the subject of the dispute or the billing in respect thereof,</i> (b) <i>the amount in dispute; and</i> (c) <i>any other relevant information.</i>	

SCHEDULE 3

Forecasting and Ordering Procedures

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SCHEDULE 4

Technical Requirements

[need to be completed once ascertained]

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Executed by Omani Qatari
Telecommunications
Company S.A.O.C:

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Position	_____ Position

Executed by Reseller:

_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Position	_____ Position

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