

**CENTRAL EQUIPMENT IDENTITY REGISTRY LICENCE
(CEIR/001/08)**

Granted to

XXXXX LIMITED

By

NIGERIAN COMMUNICATIONS COMMISSION

Under Section 32 of the Nigerian Communications Act, 2003

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LICENCE NO **CEIR/001/08** GRANTED TO
NETVISA GSM SECURED NIGERIA LIMITED
TO PROVIDE

CENTRAL EQUIPMENT IDENTITY REGISTRY SERVICES IN NIGERIA
UNDER SECTION 32 OF THE NIGERIAN COMMUNICATIONS ACT 2003

THE LICENCE

1. The Nigerian Communications Commission (hereinafter referred to as **“the Commission”**) being a body corporate with perpetual succession rights and a seal, established by Section 3 of the Nigerian Communications Act 2003 (hereinafter referred to as **“the Act”**) and in exercise of the powers conferred on it by Section 32 of the Act hereby grants to **NETVISA GSM SECURED NIGERIA LIMITED** (hereinafter referred to as **“the Licensee”** who, where the context so admits, shall include its successors and/or assigns) a Licence for the period specified in Paragraph 2 subject to the Conditions set out in Schedules 1 and 2, to provide Central Equipment Identity Registry Services (hereinafter referred to as the **“Licensed Undertaking”**) within the Licensed Area.
2. This Licence shall take effect from **1st April, 2008** and shall have a tenure of Ten Years thereafter, in the first instance, but subject to Condition 17 to this Licence, shall be subject to revocation thereafter upon the giving of Twelve Months notice in writing by the Commission to the Licensee of such revocation.
3. Subject to Paragraph 4 hereof, this Licence shall be automatically renewed upon the expiry of the tenure hereof and remain valid for a further period of Ten Years unless the Licensee has given written notice to the Commission, at least Twelve Months before the expiry date hereof, of its intention not to renew the Licence.
4. The automatic renewal of the Licence in the manner provided in Paragraph 3 hereof shall be subject to the payment, within six months before the expiry date of the Licence, of such Licence fees as the Commission shall specify and the fulfilment of all the terms, conditions and provisions of the Licence, Act and Regulations.
5. This Licence is valid for the provision and operation of the Service specified in Schedule 2 to this Licence within the Licensed Area.

ENGR ERNEST C. A. NDUKWE, OFR
EXECUTIVE VICE-CHAIRMAN/CHIEF EXECUTIVE

DEFINITIONS AND INTERPRETATIONS

1. In these Conditions unless the context otherwise requires, the expressions shall have the following meanings:

“Act”	The Nigerian Communications Act 2003 or any such other subsequent Acts of the National Assembly.
“Commission”	The Nigerian Communications Commission and agents appointed pursuant to the powers under the Nigerian Communications Act 2003.
“Communications”	The transmission of information from one point to another through a telecommunications System.
“Communications equipment”	Any equipment or apparatus for the Purpose of or intended to be used for Communications as part of or comprising a communications system
“Connect”	To install, maintain and use any telecommunications line or other apparatus used for telecommunications so that messages which are: (a) Conveyed by one Operator are also conveyed by another Operator; or (b) Sent by means of one item of apparatus are conveyed or received by means of another item of apparatus.
"Connectable System"	A telecommunications system approved for use in Nigeria by the Commission, which entitles the Licensee to interconnection under Section 96 of the Act.
“Cross-ownership Situation”	A cross-ownership situation exists when any person or entity that owns, directly or indirectly ("Attributable Interest"), an ownership stake of more than 25% (twenty five percent) of the Licensee has, directly or indirectly, an ownership stake of more than 25% (twenty five percent) in some other Operator(s) or in any person or entity that has an Attributable Interest in any Operator.
“Customer”	A service provider who has entered into a contract with the Licensee for the provision of the service, irrespective of the payment terms thereof, subject to the Licensee's terms and conditions lodged in accordance with the Conditions hereto.
“Effective Date”	The date on which this Licence enters into force.

“GSM – West Africa”	The West African interest group of the GSMA, representing GSM mobile phone operators in countries in West Africa.
“GSMA”	The GSM Association. A global trade association representing GSM mobile phone operators across territories and countries of the world.
“Interconnection”	The connection of the Licensee's equipment to a private network or the network of a Service Provider to the extent, and for the purpose authorised under the scope of this licence.
“Interconnection Fees”	Fees payable further to an Interconnection Agreement executed in accordance with the scope of this licence.
“Interconnection Regulations”	The Interconnection Regulations issued by the Commission establishing requirements for Interconnection between licensees.
“ITU-T”	The Standardisation Bureau of the International Telecommunications Union.
“Licence”	A licence granted or having effect as if granted under Section 32 of the Act.
“Licensed Area”	The geographical territory known as the Federal Republic of Nigeria.
“Licensed Fee”	The amount specified by the Commission and paid by the Licensee to the Commission in consideration of this Licence.
“Licensee's Group”	A body corporate in which the Licensee has equity/shareholding interests, or which has equity/shareholding interests in the Licensee.
“Mobile Network Operator”	Any person licensed by the Commission to operate and provide Mobile Services using either GSM or CDMA technologies.
“Net Revenue”	For any period, gross revenue less interconnect cost only. In this context, it is understood and agreed that; “Gross Revenue” shall mean total amount of sales earned during a specified period (usually a year), while “Interconnect Cost” shall refer only to costs incurred and payment made (or invoices payable) by an operator towards the settlement of interconnect obligations to other interconnecting partners.

“Nigeria”	The entire geographical area, the territorial waters, air limits of Nigeria and any area to which the provisions of the Act apply.
“Operator”	A Provider of a telecommunications service duly licensed by the Commission.
“Person”	Any Firm, Corporation, Partnership, Trust, Limited Liability Company, Joint Venture, Government or other Entity.
“Private Network”	A telecommunications network that is not deployed for the provision of commercial services to the public.
“Regulations”	The Regulations enacted by the Commission or any other competent authority under the Act and/or WTA and such further Regulations relating to the Services as the Commission may adopt from time to time.
“Radio Regulations”	The publication of the International Telecommunications Union (ITU) that delineates radio frequencies into bands and stipulates the services applicable to each frequency band and the conditions of bringing into use of such frequencies.
“Subscriber”	See “Customer”.
“Tariffs”	The charges by a Licensee to its subscribers or customers.
“Telecommunications”	Any form of transmission, broadcast or reception of signs, signals, texts, images, sounds or data by wire, by optical means, microwave or other electromagnetic means.
“Telecommunications Network Infrastructure”	Any form of installation or group of installations which ensure either the transmission or the transmission and routing of telecommunications signals and the associated exchange of the control and operational information, between network termination points.
“Telecommunications Services”	Any service including the transmission and/or routing of signs, signals, texts, images, sounds or data or a combination of these functions, using telecommunication process.
“Telecommunications System”	A combination of telecommunications networks or network infrastructure for the purpose of providing telecommunications services.
“Territory”	Geographical area of the Federal Republic of Nigeria.

2. The Interpretation Act Cap. 192 LAWS OF THE FEDERATION OF NIGERIA [“Interpretation Act”] shall apply for the purpose of interpreting these Conditions.
3. Any word or expression used in these Conditions shall unless the context otherwise require have the same meaning as it has in the Act.
4. For the purposes of interpreting these Conditions, headings and titles to any Condition shall be disregarded.
5. Any reference in any of the Conditions, however expressed, to the Commission notifying the Licensee of any matter, consulting the Licensee about any matter, affording the Licensee an opportunity to make representation, taking representations made by the Licensee into account, or explaining, or giving reasons for, any matter to the Licensee, shall be without prejudice to any obligation of due process or similar obligation which the Commission is or may be under by virtue of any rule or principle of law or otherwise.
6. This Licence and the legal relations between the Licensee and the Commission and any claim instituted by the Licensee or the Commission with respect to matters arising under or in connection with or in respect of this Licence shall be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria.
7. This Licence constitutes the entire set of terms and conditions applicable to the Licence and supersedes all other prior understandings, both written and oral, between the Commission and the Licensee.
8. If any provision in or obligation under this Licence is considered invalid, illegal or unenforceable by a Court of competent Jurisdiction, such judicial decision must, as regards such invalidity, be strictly interpreted and shall not affect or impair the validity, legality or unenforceability of any other provision in or obligation under this Licence.

SCHEDULE 1

General Conditions

Condition 1

Compliance with the Act and Regulations

- 1.1 The Licensee shall comply with the provisions of the Act and Regulations made thereto and with any direction, determination or order that the Act provides for the Commission to give or make.
- 1.2 Neither the Licensee nor its officers, directors, employees, agents, or counsel shall in any response to the Commission or any inquiry or in any application, pleading, report or any other written statement submitted to the Commission, make any misrepresentation or willful material omission bearing on any matter within the Commission's jurisdiction.
- 1.3 Unless otherwise provided in this Licence, any notifications, service of process, petitions, claims and other communications requested or permitted pursuant to this Licence shall be made in writing and shall be considered validly made when delivered by hand or by courier, telex or facsimile to the Licensee at the Licensee's address provided to the Commission for contact purposes and for the Commission at any of the registered offices of the Commission.

Condition 2

Security of Information and Emergency Situations

- 2.1 The Licensee shall take all reasonably practicable steps to protect its data-base of subscriber information and maintain to the greatest extent possible,
 - (a) The availability of its Services in the event of catastrophic equipment failure or in cases of Force Majeure such as flood, lightning, fire, etc;
 - (b) The integrity of its equipment, that is to say, protection of the physical and functional operation of such equipment against malfunctions or failure.
- 2.2 In compliance with Condition 2.1 the Licensee shall ensure that the data-base it maintains on subscribers of its customers is appropriately duplicated in a back-up system to facilitate its recovery in the event of equipment failure.

Condition 3

Approval of Tariffs

- 3.1 The Licensee shall lodge with the Commission, a notice of tariffs and any variation thereto, which sets out in relation to the service that the Licensee proposes to offer:
 - (a) a description of the service;
 - (b) details of the nature and amounts of charges payable for the service;
 - (c) the method adopted for determining the charges, and
 - (d) the method adopted for collection of the charges.
- 3.2 If the charges in the tariff plan vary, in nature, in their amounts or both, the notice must set out, why and how the charges vary. The notice must be precise and detailed enough to be used to work out the nature and amounts of charges payable for the supply of the particular service. The tariffs must be in a form approved by the Commission who, subject to Condition 3.4, will provide written reasons in the event of non-approval.
- 3.3 The notice of tariffs lodged with the Commission must state the period (i.e. the term) for which it is to be in force. Subject to Condition 3.4, the term must not begin until approval for the tariffs is given by the Commission and shall not operate simultaneously with any previously approved Licensee's tariff for the same service.
- 3.4 The Commission shall communicate to the Licensee its decision on the notice of tariffs or any application for changes thereto within 45 (forty five) days from the date of receipt of the notice by the Commission. A failure by the Commission to communicate its decision to the Licensee within the timeline herein specified shall be deemed to constitute an approval of the tariff or changes thereto and the Licensee shall, in that event, be at liberty upon the expiry of the said timeline to implement the tariff structure or the revisions thereto.
- 3.5 Where the Licensee publishes a notice of amendment to a charge in the form of an extract from the Licensee's price list the new price shall be clearly identifiable and the operative date specified.
- 3.6 Any tariff approved by the Commission for the provision of service under this licence shall not be subject to a review or revision before the expiration of two (2) years from the coming into effect of the approved tariff or such shorter period as the Commission may at its sole discretion determine.

Condition 4

Prohibition of Undue Preference and Undue Discrimination

- 4.1 The Licensee shall not (whether in respect of charges, application of discount schemes, or other terms or conditions applied or otherwise) show undue preference to or exercise undue discrimination against any customer in respect of the provision of a service under this Licence.
- 4.2 The Licensee shall be deemed to have shown such undue preference or to have exercised such discrimination if inter alia it unfairly favours to a material extent a business carried on by its associates in relation to any of the matters mentioned in Condition 4.1 so as to place at a significant competitive disadvantage persons competing with that business.
- 4.3 Notwithstanding the provisions of Condition 4.1, the Licensee may provide the Service to a Customer on charges, terms and conditions that are preferential if the charge in question is in accordance with a tariff plan and terms and conditions that have been duly lodged with the Commission as required hereunder.
- 4.4 The sharing of information, infrastructure and facilities with other Licensed persons and the terms and conditions thereof shall be subject to the prior approval of the Commission.
- 4.5 Any question relating to whether any act done or course of conduct pursued by the Licensee amounts to such undue preference or such undue discrimination shall be determined by the Commission, but nothing done in any manner by the Licensee shall be regarded as undue preference or undue discrimination if and to the extent that the Licensee is required to do that thing in that manner by or under any provision of this Licence.

Condition 5

Code of Practice for Consumer Affairs

- 5.1 The Licensee shall in consultation with the Commission prepare and publish in accordance with Condition 5.7 not later than three months after the Effective Date a Code of Practice including:
- (a) Guidance to their customers and employees in respect of disputes or complaints relating to the provision of service by them and the time frame for handling complaints through this procedure;
 - (b) Further recourse available to a customer who is dissatisfied with the Licensee's complaints handling procedure;
 - (c) Advice to such customers on charging, billing and enquiries in relation thereof;
 - (d) Advise and procedures on the proper use of the service by such customers;
 - (e) Procedures adopted by the Licensee to check the accuracy of a customer's account; and
 - (f) Procedures adopted by the Licensee to assist customers in emergency situations.
- 5.2 The Licensee shall consult the Commission once every year about the operation of the Code of Practice.
- 5.3 The Licensee must keep and maintain all information on the complaints made to the Licensee by the Licensee's Customers and shall provide such information to the Commission at least once in each year. The Commission may, after consultation with the Licensee publish the information, provided that such publication shall relate to a period of not less than three months range calculated on the basis of the date of complaint.
- 5.4 The Licensee shall have available copies of any forms that may be issued by the Commission for the filing of formal or informal complaints, and shall make such forms available to the Customers promptly upon request. The Licensee will train its personnel responsible for interfacing with the Customers to inform the Customers that they have a right to lodge formal or informal complaints with the Commission, and that the Licensee can make any issued forms available.
- 5.7 Publication shall be effected in the following manner:
- (a) Placing a copy thereof in a publicly accessible part of every office of the Licensee in such manner and in such place that is readily available for inspection free of charge by the Public during normal office hours on every working day.

- (b) Placing a copy thereof on any website maintained by or for the Licensee which provides information about the services offered by the Licensee and the charges, terms and conditions on which such services are offered.
- (c) Placing a copy thereof in a national newspaper, such copy to be included in such newspaper for two (2) days.
- (d) Sending a copy thereof or such parts thereof as are appropriate to any person who may request such a copy.

Condition 6

Arbitration of Disputes with Customers

- 6.1 The Licensee shall include in the standard terms and conditions on which it provides telecommunication services, provisions giving persons who have entered into contracts with it for the provision of services the opportunity to refer to an inexpensive independent arbitration procedure, instead of to a court of law, any dispute relating to the provision of these services which does not involve a complicated issue of law or a sum greater than such sum as the Commission may from time to time determine. The arbitration procedures and the method of appointment of the arbitrators shall be subject to consultation with the Commission.
- 6.2 The Commission shall settle;
- (a) Any dispute between the Licensee and the customer relating to the provision of the service which the Commission is capable of resolving in accordance with the established procedure for redressing grievances of customers, and
 - (b) Any other dispute between the Licensees and the customers within the scope of the powers given under the Act.

Condition 7

Code of Practice on the Confidentiality of Customer Information

- 7.1 The Licensee shall take all reasonable steps to ensure that its employees observe the provisions of a Code of Practice which:
 - (a) Specifies that they may not disclose information which has been acquired in the course of the Licensee's Business about a customer of the Licensee or the customers' subscribers without the prior consent of that customer;
 - (b) Regulates the information about any such customer or its subscribers that may be disclosed without his consent.
- 7.2 The Licensee shall within three months of the Effective Date submit a draft of the Code of Practice to the Commission for its approval. In the event of a disagreement between the Licensee and the Commission on the contents of the Code of Practice or any portion thereof, the Commission's ruling shall prevail.
- 7.3 This condition is without prejudice to the general duties at law of the Licensee towards its customers and the general duty at law to provide information as may be properly required by law enforcement agencies.

Condition 8

Transfer of Licence

- 8.1 The Licensee shall not transfer or assign its Licence to another party without the prior written approval of the Commission.
- 8.2 For the avoidance of doubt, this Licence is personal to the Licensee and shall not without the prior express consent of the Commission in the manner specified in Condition 8.1 be operated by any third party Organisation or person whomsoever, including but not limited to the Licensee's subsidiary and/or associated companies.
- 8.3 A person to whom a Licence is to be transferred shall apply to the Commission for a Licence to carry on the relevant undertakings on the prescribed application form and shall satisfy the conditions set down by the Commission before any transfer of Licence may be considered.
- 8.4 Where the Licensee seeks to transfer its Licence to another person, it shall comply with all terms and conditions of its Licence as at the date of transfer and shall have paid all outstanding fees to the Commission.

Condition 9

Approval of Joint Ventures

- 9.1 The Licensee shall give particulars of any of the agreements or arrangements to which this Condition applies for approval of the Commission before the coming into effect of such agreements or arrangements.
- 9.2 These agreements are Agreements or arrangements between the Licensee and any person:
- (a) For the establishment or control of any body corporate for the purpose of:
 - i. Providing services in Nigeria which requires a Licence; or
 - ii. The production of telecommunications related equipment for supply in Nigeria where that production would lead to a monopoly situation which would not otherwise exist in relation to the supply of telecommunications equipment of any description in Nigeria;
 - (b) For the establishment of a partnership for any of the purposes and in any of the circumstances specified in paragraph (a) above;
 - (c) In the nature of a joint venture for the purpose of providing telecommunications services that require a Licence.

Condition 10

Members of Licensee's Group and/or Associates

10.1 Where, without prejudice to the Licensee's obligations under these Conditions in respect in particular to anything done on its behalf:

- (a) Any Associate of the Licensee or member of the Licensee's Group does anything which the Licensee is prohibited from doing under these Conditions or fails to do anything which the Licensee is in the circumstances required to do; or
- (b) Any Associate or Member of the Licensee's Group has done something which would, if it had been done by the Licensee, require the Licensee to take or refrain from taking a particular action under this Licence and neither the Licensee nor the Associate or Member has met that further requirement; and
- (c) The Commission is of the opinion:
 - i. That in consequence the Licensee is seeking to or is in a material and substantial way avoiding obligations which would apply under these Conditions if the thing had been done or not done by the Licensee; and
 - ii. That having regards to the duty imposed on it by Section 4 of the Act it ought to make a direction under this Condition,

then the Commission may direct the Licensee to take such steps as the Commission deems appropriate for the purpose of remedying the matter, including but not limited to restraining the Associate or Member of the Licensee's Group from continuing with the act or refraining from carrying on with that member or Associate such commercial activities connected with the Licensee's Businesses as the Commission may determine.

10.2 For the purposes of this Condition a person is an Associate of the Licensee if he is a subsidiary of or another body corporate controlled by it.

Condition 11

Pre -Notification of Changes in Shareholding

- 11.1 Except as specified in Condition 11.2 the Licensee shall notify and obtain the prior approval of the Commission in respect of any change in the control of any of the shares in the Licensee to which this Condition applies and any such notification shall be given as soon as practicable prior to the proposed change in structure.
- 11.2 The Licensee shall not be obliged to notify and/or obtain the prior approval of the Commission in respect of any such change where the number of such shares the control of which it is proposed to change when aggregated to the number of such shares the control of which has been changed at any time after the granting of this licence (whether or not the change has previously been notified to the Commission in accordance with this Condition) does not exceed 10% of the total number of shares in the Licensee to which this Condition applies.
- 11.3 In particular, the Licensee shall notify the Commission not later than 30 days before the taking effect of any of the arrangements of the description mentioned in Condition 11.4
- 11.4 Those descriptions of arrangements are:
- (a) Any arrangement for obtaining a listing of any shares in the Licensee on any Stock Exchange in any part of the world provided that such listing shall not have the effect of vesting greater than 50% (fifty per centum) of the issued voting share capital of the Licensee in a manufacturer or supplier of telecommunications equipment; and
 - (b) Any arrangement for dealing in any shares in the Licensee on an unlisted market in Nigeria.
- 11.5 This Condition applies to all shares in the Licensee the holder of which for the time being is entitled to vote on any matter at a general meeting of the Licensee.
- 11.6 Not later than March 1st of each year, the Licensee shall deliver to the Commission a report on the current ownership of the Licensee. The report shall contain the following information: i) in the case of an individual owner, the name of that individual; ii) in the case of a partnership as owner, the name of each partner and the interest of each partner; iii) in the case of a company or other organisation as owner, the name, residence, citizenship, and stockholding of every officer, director, trustee, executor, administrator, receiver and member of the organisation, and of any stockholder holding stock amounting to five (5) per cent or more of the votes of the company.
- 11.7 If, in the Commission's opinion, any change in the Licensee's shareholding structure, (whether or not notified to the Commission pursuant to this Condition), creates or has the potential of creating a monopoly or cross-ownership situation, the Commission shall, subject to specific prevailing legislation and/or regulations, take such steps as it deems necessary to prevent the situation including but not limited to issuance of directives to the Licensee and application of sanctions and/or fines against the Licensee in the event of default.

Condition 12

Interconnection Arrangements

- 12.1 All mobile network operators licensed by the Commission for the provision of telecommunications services within Nigeria shall have access to the licensed undertaking offered by the Licensee in accordance with the principles of neutrality, non-discrimination and equality of access subject to the provisions of this Condition.
- 12.2 Interconnection between the Licensee and licensed mobile network operators shall be for the sole purpose of data collection and retrieval in furtherance of the scope of services which the Licensee is authorised to provide under this licence.
- 12.3 Interconnection agreements between the Licensee and any licensed mobile network operator shall be mandatory and in writing; and shall comply with the Act, the Regulations, and the Interconnection Guidelines laid down by the Commission.
- 12.4 The Licensee shall file with the Commission all Interconnection Agreement entered into pursuant to Condition 12.1, not later than thirty (30) days from the date of execution of the Agreement.
- 12.5 The Licensee may at any time request the Commission to make a direction in order:
- (a) to specify issues which must be covered in an interconnection agreement;
 - (b) to lay down specific conditions to be observed in an interconnection agreements;
or
 - (c) as the case may be, to set time limits within which negotiations are to be completed
- 12.6 Where there is a dispute concerning interconnection between the Licensee and any mobile network operator the Commission shall, at the request of either party, take steps to resolve the dispute within 6 months of the date of the request and shall invite both parties for consultation before taking a decision on the matter. Such decision taken shall be final and conclusive and shall represent what is in the opinion of the Commission, a fair balance between the legitimate interests of both parties. The Directions made pursuant to the decision shall be notified to the parties and published. The parties shall be given a full statement of the reasons on which it is based.

Condition 13

Payment of Fees

- 13.1 In consideration for granting the Licensee the right to establish, maintain and provide Central Equipment Identification Register service, the Licensee shall pay to the Commission in full and without any deductions whatsoever:
- (a) The Licence Fee;
 - (b) An Annual Operating Levy which shall represent two and a half (2.5%) per cent of the Licensee's audited net revenue. The Licensee is exempted from the payment of Annual Operating Levy on net revenue for the first three (3) years of its operation (commencing from the Effective Date). However, from the fourth year of the Licence, Annual Operating Levy shall be paid quarterly on the Licensee's assessed net revenue within 30 days of the end of each quarter to be adjusted immediately on receipt of the audited annual financial statements of the Licensee.
- 13.2 The most recent audited account or where this is not available, the management account or any other account or projection of the Licensee's operations will be admitted for the purpose of calculating the net revenue for the year under consideration and may be duly adjusted when the year's audited account becomes available.
- 13.3 The Commission shall determine the Licence fee payable for and in respect of any renewal of the Licence.
- 13.4 The Licence fee as determined by the Commission shall be exclusive of all taxes.

Condition 14

Requirement to Furnish Information to the Commission

- 14.1 The Licensee shall permit the Commission to inspect and if required to make copies of records, documents and accounts relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and the Conditions of this Licence.
- 14.2 Without prejudice to any other provision of this Licence, the Licensee shall furnish or procure to be furnished to the Commission, in such manner and at such times as the Commission may request, such information in the form of documents, accounts, estimates, returns and without prejudice to the generality of the foregoing, such other information as the Commission may reasonably require for the purposes of (i) exercising the functions assigned to it by or under the Act; (ii) verifying that the Licensee is complying with the Licence Conditions; and (iii) keeping statistical records.
- 14.3 In making any such request the Commission shall ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information and, in particular, that the Licensee is not required to procure or furnish a report which would not normally be available to it unless the Commission considers the particular report essential for the purposes specified in Condition 14.2.
- 14.4 Without prejudice to the generality of Condition 14.2 and notwithstanding the provisions of Condition 14.3, the Licensee shall 6 (six) months after its financial year end furnish the Commission with a "Financial Statement". If the Commission so requests, there will be appended to the Statement a report from the Licensee's Auditor stating whether in his opinion the methods of allocation of costs, assets and liabilities are reasonable and whether the Statement has been properly prepared applying those methods and is adequate for the purposes specified in Condition 14.5.
- 14.5 In this Condition, "Financial Statement" means an accounting statement the purposes of which are to set out and fairly present the costs (including capital costs), revenue and financial position of the Licensee's services including a reasonable assessment of the assets employed in and liabilities attributable to those services. The level of desegregation as between services specified in, and in relation to the financial information contained in the Statement shall be of such level as the Commission may require from time to time, after consultation with the Licensee.
- 14.6 From time to time, the Commission may require specific details to be included in the Licensee's Financial Statement for the purpose specified in Condition 14.2 and the Licensee shall promptly comply with such requirements.
- 14.7 In this Condition "documents" includes, without prejudice to the generality thereof, drawings, designs, plans, or specifications.

Condition 15

Amendment of the Licence

- 15.1 Subject to Conditions 15.2 and 15.3, the Commission may amend this Licence from time to time where objectively justifiable if the Commission determines that such modification or amendment is necessary to achieve the objectives of the Act or any relevant regulations, or is in the public interest, taking into consideration the reasonable interest and contractual rights of the Licensee.
- 15.2 Before modifying or amending this Licence, the Commission shall give the licensee written notice of its intention to do so together with a draft copy of the intended modification or amendment, and the Licensee may make submissions to the Commission by submitting them to the Commission within the time period specified by the Commission but not less than 30 (thirty) days from the date of the written notice.
- 15.3 After expiry of the notice specified in Condition 15.2, the Commission shall decide on the next course of action, taking into consideration any submission made by the Licensee and the principles of fair competition and equality of treatment, amongst others.
- 15.4 Any modification or amendment to this Licence shall be made in accordance with the procedures laid down for such purposes and shall be published by the Commission.

Expiration and Renewal of the Licence

- 16.1 This Licence shall expire and all operating authorisations under it terminate:
- (i) Upon the expiration of the Licence term, unless renewed in accordance with the provisions of this Licence, or
 - (ii) By mutual agreement between the Commission and the Licensee provided that the Commission shall have full discretion to determine whether the Licence fees paid or any portion thereof shall be refunded.
- 16.2 This Licence shall be renewed upon the expiry of the tenure hereof and remain valid for a further period of Ten Years unless the Licensee has given written notice to the Commission, at least Twelve Months before the expiry date hereof, of its intention not to renew the Licence.
- 16.3 The automatic renewal of the Licence in the manner provided in Condition 16.2 shall be subject to the payment, within six months before the expiry date of the Licence, of such Licence fees as the Commission shall specify and the fulfilment of all the terms, conditions and provisions of the Licence, Act and Regulations.

Revocation

- 17.1 Notwithstanding any contrary provision in this Licence contained, the Commission may at any time revoke this Licence by Twelve Months' notice in writing given to the Licensee at its registered office where the Licensee is in breach of any of the Conditions attached to this Licence and the breach has not been rectified within 21 days, or such further period as the Commission may specify, after the Commission had notified the Licensee of the breach.
- 17.2 Notwithstanding any contrary provision in this Licence contained, the Commission may at any time revoke this Licence by Three Months notice in writing given to the Licensee at its registered office in any of the following circumstances:
- (a) If the Licensee agrees in writing with the Commission that this Licence be revoked;
 - (b) If the Licensee fails to perform or ceases to carry on its Business for which this Licence is granted;
 - (c) If any amount payable under Condition 13 is unpaid after it became due and remains unpaid for a period of 21 days after the Commission notified the Licensee in writing that the payment is due;
 - (d) If within twelve months of the Effective Date of this Licence, the Licensee has not commenced full operation to the satisfaction of the Commission provided that the Commission would have given a prior notice to the Licensee specifying the details of the Licensee's default and requiring that remedial steps be taken within 30 days of the notice;
 - (e) If the Licensee fails to ensure that its equipment is type approved by the Commission or a body approved by or accredited to the Commission;
 - (f) If the Licensee:
 - i is unable to pay its debts,
 - ii enters into receivership or liquidation,
 - iii takes any action for voluntary winding-up, or dissolution or such action is taken by any other person or enters into any scheme of arrangement (other than in any such case for the purpose of reconstruction or amalgamation) upon terms and within such period as may previously have been approved in writing by the Commission or if a receiver or trustee is appointed or if any order is made for its compulsory winding up or dissolution.
 - (g) If the Licensee has made false statements, representations or warranties in applying for the Licence.

17.3 The Licence fees paid in respect of a revoked Licence shall not be refunded in part or whole consequent upon such revocation except at the absolute discretion of the Commission.

Condition 18

Exceptions and Limitations on Obligations in Schedule 1

Unless the context otherwise requires the Licensee's obligations under these Conditions shall have effect subject to the following exceptions and limitations:

- 18.1 The Licensee shall not be held to have failed to comply with an obligation imposed upon it by or under this Licence if and to the extent that the Licensee is prevented from complying with that obligation by any physical, topographical or other natural obstacle, or as a result of fire, explosion, accident, emergency, riot, war, civil commotion or insurrection.
- 18.2 In the event that any of the circumstances specified in Condition 18.1 causes damage to the Licensee's equipment, the Licensee shall be obligated to repair or replace the equipment pursuant to a timetable and work plan to be established by the Licensee and approved by the Commission, and subject to adequate changes in the provisions of this Licence at the instance and discretion of the Commission.

SCHEDULE 2:

OTHER CONDITIONS OF LICENCE FOR THE PROVISION AND OPERATION OF CENTRAL EQUIPMENT IDENTITY REGISTRY SERVICES

Condition 19

Scope of Operation

19.1 The Licensee is authorised by this Licence to:

- (a) Install, maintain, and operate equipment and facilities for registration and collation of detailed information on handsets owned by subscribers of all mobile network operators.
- (b) Keep and maintain an accurate database of all active subscriber-numbers of every mobile network operator in the country.
- (c) Maintain a common number programmed into the networks of all mobile network operators in Nigeria to enable their subscribers report cases of stolen or lost handsets.
- (d) Install, operate and interconnect its equipment with the networks of mobile network operators and use such equipment and its facilities to block any handset that has been reported by duly authenticated owner as stolen or lost.

19.2 The Licensee shall in providing services under this Licence collaborate with mobile network operators towards maintaining free customer services for lodging reports of stolen or lost handsets.

Authorisations, Permits and Licences

- 20.1 The Licensee shall obtain all necessary licences and permits including building permits and other non-telecommunications permits required to build, implement, modify and remove installations and buildings in accordance with relevant applicable Laws and Regulations.

Condition 21

Type Approval of Equipment

- 21.1 The Licensee shall ensure that all its equipment are Type Approved by the Commission or a body approved by or accredited to the Commission prior to the commissioning or commercial use (whichever is earlier) of such equipment and shall obtain all necessary compliance certificates in accordance with the relevant Rules, and Regulations.
- 21.2 The Licensee shall further ensure that it complies with the provisions of Condition 21.1 in respect of all new equipment procured by it after the Effective Date of this Licence.

Service Agreement

- 22.1 Within 90 (ninety) days from the Effective Date of this Licence, the Licensee shall submit to the Commission for its approval a form of Service Agreement (the “Service Agreement”) containing the terms and conditions for the provision of Services to prospective Customers. The service agreement shall include detailed provisions on the following issues:
- i. The process and procedure on how subscribers can have access to the service
 - ii. The process and procedure for blocking any stolen or lost handset and unblocking any recovered handset.
- 22.2 Within 30 (thirty) days of receipt of the Service Agreement, the Commission shall either (i) approve such Agreement in the event that the Commission determines that such Agreement adequately protects the interests of the Customers or (ii) notify the Licensee of its disapproval thereof. The Commission shall not unnecessarily withhold its approval of the Service Agreement. In the event that the Commission disapproves of the Service Agreement, such notice shall include specific recommendations for the improvement thereof. Within 15 (fifteen) days of receipt of the Commission's notice of disapproval, the Licensee shall submit a revised Service Agreement incorporating the Commission's specific recommendations.
- 22.3 Promptly upon receipt of the Commission's approval of the Service Agreement, the Licensee shall notify all its Customers of its terms and conditions and shall thereafter provide Service based upon such Service Agreement.
- 22.4 The Licensee may from time to time modify the Service Agreement by giving not less than 30 (thirty) days prior written notice to the Commission and the Customers. If the Commission has not objected to the proposed modification within such 30 (thirty) day period, the modification shall then become effective as set forth in such notice.
- 22.5 The Licensee shall publish the Service Agreements and any amendments thereto in the manner and at the times specified in Conditions 3.6 and 3.7.

Limitation of Liabilities

- 23.1 Subject to Condition 23.2 and notwithstanding any contrary provision of this Licence, the Commission shall not be liable in contract, tort or otherwise to the Licensee or any third party whomsoever for any indirect, contingent or consequential loss or damage or for loss of profit, business, revenue, goodwill, opportunities or anticipated savings, cost of capital, cost of substitute service, facilities or products, or down-time costs, consequent upon the issuance, actualisation or any Condition of this Licence or any act taken by the Commission in connection with or pursuant to this Licence or any other matter related howsoever thereto.
- 23.2 The Commission's total liability, cumulative or otherwise, under this Licence and in regard to any matter related to the Licence shall at all times be limited to the actual cumulative amount paid at any given time to the Commission by the Licensee pursuant to this Licence.

Condition 24

Licence Limitations

- 24.1 This Licence does not permit the Licensee to operate as a Telecommunications Network Service Provider.
- 24.2 The interconnection authorisation granted to the Licensee under this Licence shall be limited to the purpose of data collection and retrieval in the business of maintaining a Central Equipment Identity Registry.
- 24.3 Without prejudice to the generality of Condition 24.1, the Licensee is prohibited from directly providing any services to last mile subscribers/end users save as is authorised under this Licence.

Condition 25

Access Obligation

- 25.1 Consequent upon the issuance of this licence, the Licensee shall implement an Access Obligation as contained in Condition 25.2.
- 25.2 Pursuant to the Access Obligation, the Licensee shall not later than twelve (12) months from the Effective date of this Licence ensure that it has access to the regional (GSM West Africa) Central Equipment Identity Registry in order to prevent handsets stolen in other countries from being sold in the Nigerian market.
- 25.3 Failure by the Licensee to fulfill the specified Access Obligation shall be considered by the Commission as non-compliance and non-performance by the Licensee of its licence obligations.
- 25.4 The Access Obligation imposed on the Licensee shall be deemed to have been satisfied where the Licensee establishes to the satisfaction of the Commission that it has provided the physical interfacing module and software to enable connection with GSM West Africa, but that GSM West Africa has refused or denied the right to connection.

Condition 26

Penalties for Non-Compliance Generally

- 26.1 Subject to Condition 26.2 but without prejudice to any other provision of this Condition and except where specific penalties have been prescribed hereunder, the Commission shall have the discretion to impose such suitable penalties as the Act or Regulations permit on the Licensee consequent upon the Licensee's breach of or failure to comply with any of the provisions of this Licence.
- 26.2 Before imposing the penalties that are stipulated by Condition 26.1, the Commission shall
- (a) Notify the Licensee of its specific breach of the Licence terms and demand that the breach or non-compliance be rectified within a specified period failing which the penalty shall be imposed on it; and
 - (b) Take into consideration any written submissions that the Licensee may make to the Commission on the circumstances of its breach with the specific Licence terms.