



**Request for Applications for licensing a mobile
Virtual Network Operator (MVNO) Services
in the Kingdom of Saudi Arabia
hosted with the Mobile Telecommunications
Company (MTC) Saudi Arabia "Zain"**

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Disclaimer:

This English version is an approximate translation of the prevailing Arabic RFA document.

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BACKGROUND

The Communications and Information Technology Commission (“CITC”) is the entity authorized to regulate the Information and Communications Technology (“ICT”) sector in the Kingdom of Saudi Arabia (“KSA”). The Telecommunications Act (the Act), enacted on 12/03/1422H (04/06/2001G), provides the legislative foundation for developing and regulating the sector. The CITC Ordinance, effective 12/03/1422H (03/06/2001G), created CITC and defines its functions, governance, and financing. The Telecommunications Bylaw (the Bylaw), effective 17/05/1423H (27/07/2002G), provides for the regulation of the ICT sector by CITC in the KSA.

At present, mobile telecommunications services in the Kingdom are offered by Saudi Telecommunications Company (“STC”), Etihad Etisalat Company (“Mobily”), Mobile Telecommunications Company (MTC) Saudi Arabia (“Zain”), Virgin Mobile Saudi Consortium Company and Jawraa Consortium Company. Fixed voice telecommunications services are provided by STC and Etihad Atheeb Telecommunications Company (“GO”).

The purpose of this Request for Application (“RFA”) is to provide instructions to Applicants wishing to submit Applications for a Public Mobile Virtual Network Operator Service License in the KSA to be hosted by Zain.

In preparing their Applications, Applicants are referred to the totality of information made available by CITC including, without limitation, all materials on the CITC website such as the Commission Statutes, Decisions, Public Notices, Regulatory Framework Documents, Questions and Answers, and Public Consultation Documents.

1 DEFINITIONS

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

Advisors mean CITC representatives, agents, advisors or consultants including their respective employees;

Applicant means a Consortium that submits an Application;

Application means an application for a License to provide Mobile Virtual Network Operator Services in the Kingdom filed in response to this RFA;

Authorized Signatory means any person who is duly authorized by each member of the Consortium through the provision to the Commission of a valid power of attorney made by the duly authorized representative of each member of the Consortium and in the form given in Appendix 5. In the case of a power of attorney issued in a jurisdiction other than the Kingdom, it should be duly attested by the relevant Saudi consular mission in the country of the member of the Consortium;

Bank Guarantee means an unconditional and irrevocable guarantee meeting the criteria set out in Section 4.2.8 of this RFA and in the form and having the content of the Bank Guarantee Form (Appendix 9);

Bank Guarantee Form means the form attached to this RFA as Appendix 9 of this RFA;

Business Proposal means the business, commercial and operational plans of the Applicant concerned;

CITC or Commission means the Communications and Information Technology Commission;

Compliance Checklist means the list of documents contained in Appendix 13;

Consortium means a group of members including companies/establishments and an MVNO partner that have agreed to work together as an Applicant and that have committed to establish a Saudi-registered company in order to become eligible to hold the MVNO license if selected to do so in accordance with relevant laws and regulations of the KSA;

Container means a box or a container enclosing an original and five (5) printed copies of an Application as well as an electronic copy;

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

Cover Letter Form means the form attached to this RFA as Appendix 4 of this RFA;

Deadline means the date specified in Section 3.1.2 of this RFA;

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

Eligible Applicant means an Applicant who is determined by CITC to be eligible for selection for award of a License under the procedures set out in Section 3.2.1 of this RFA;

Evaluation Criteria means the criteria set out in Appendix 3 against which the Applications of Eligible Applicants will be evaluated;

Facilities Based Provider (FBP) means a service provider who builds, owns and operates a public telecommunication network in the Kingdom;

Financial Comfort Letter means the financial comfort letter to be submitted in the form of the Financial Comfort Letter Form in Appendix 6 of this RFA;

G means the Gregorian calendar;

H means the Hijri calendar as per the Um-Al Qura Calendar;

Host FBP means the FBP providing mobile network capacity to the MVNO on a wholesale basis for resale to end-users;

Kingdom or KSA means the Kingdom of Saudi Arabia;

Licensed Services means the services the Licensee is authorized to provide under the License;

License means the license or any amendment of the license to provide Mobile Virtual Network Operator Services in the Kingdom which is issued by CITC in accordance with the provisions of the Act and the Bylaw. A draft of the License is attached as Appendix 1 to this RFA;

License Fee means the amount specified in Annex (1) of Appendix (1) of this RFA;

Licensed Service Provider means any service provider licensed by CITC to offer ICT services in the Kingdom;

Licensee means the Successful Applicant issued with a Mobile Virtual Network Operator Services License;

Mobile FBP means a licensed service provider who builds, owns and operates a public telecommunication network providing Mobile Cellular Services in the Kingdom;

Mobile Virtual Network Operator (“MVNO”) means a Licensed Service Provider by the CITC; that resells wholesale mobile network services which are leased/ purchased from a Host FBP in order to provide retail services to the MVNO’s subscribers without spectrum assignment or radio access network.

MVNO Agreement means the wholesale services agreement to be entered into between a Host FBP and a Successful Applicant pursuant to the agreement for the provision and resale of the services necessary to allow it to resell services to end-users and operate its businesses on terms consistent with the general framework of MVNO agreement ;

MVNO Partner (Foreign partner) means a foreign MVNO who is providing virtual mobile communications services to the end user by himself in the foreign markets in which it operates, a member of the Consortium and who provides MVNO operating experience to the Consortium in accordance with CITC requirements contained in Section (4.2.2) of this document.

Mobile Virtual Network Operator Services (or MVNO Services) means the services described in Appendix 1;

Ownership Arrangement Letter means a letter describing the composition of the MVNO Consortium to be submitted in the form of the Ownership Arrangement Letter Form in Appendix 11 of this RFA;

Performance Bond means a performance bond meeting the criteria set out in Section 4.3 of this RFA and in the form and having the content of the Performance Bond Form;

Performance Bond Form means the form attached to this RFA as Appendix 10 of this RFA;

Qualification Phase means the procedures described in Section 3.2.1 of this RFA during which CITC will verify that Applicants have submitted all required documents;

RFA means this Request for Application including its Appendices, which together contain the requirements and instructions for filing the Applications for Licenses;

SAR means Saudi Riyals, the currency of KSA;

Selection Phase means the procedures described in Section 3.2.2 during which CITC will evaluate the Applications of Eligible Applicants by reference to the Evaluation Criteria to select the Successful Applicant for award of the License;

Successful Applicant means an Eligible Applicant who has been selected by the Commission for award of a License in the Selection Phase;

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

Technical Proposal means the technical plans of the Applicant as described in section 4.2.6; and

Year means a Hijri year, unless specified otherwise.

2 GOVERNING LEGISLATION

This Section sets out a brief summary of the regulation of the telecommunications sector in the Kingdom as it applies to MVNO Services. This summary does not purport to be complete, definitive or exhaustive and Applicants should refer to the Commission Statutes and all other relevant laws.

The key legislation and other documents relating to the regulation of telecommunications in the KSA are available on the CITC website located at www.citc.gov.sa.

2.1 Telecommunications Statutes

2.1.1 The principal legislation governing the telecommunications sector in the Kingdom is the Act, which was issued under Royal Decree No. (M/12), dated 12/03/1422H (04/06/2001G).

2.1.2 In particular, Article 21 of the Act requires CITC to classify and identify licenses and establish conditions required for the issuance of each type of license.

2.1.3 In addition to the Act, (i) the Bylaw, which was issued by Ministerial Resolution No. 11 dated 17/05/1423H (27/07/2002G) pursuant to the Act, and (ii) the CITC Ordinance, which was issued pursuant to Council of Ministers Resolution No. 74 dated 05/03/1422H (28/05/2001G), also govern the telecommunications sector.

2.1.4 The Bylaw sets out many of the key rights and obligations of telecommunications service providers. The Bylaw deals with various regulatory issues, including competition between service providers, interconnection, disputes between service providers, tariffs, relations between service providers and users, universal access and universal service policies, frequency, telecommunications equipment regulation, network intrusions and violations of the Act and Bylaw.

2.1.5 In particular, the Bylaw:

- Sets out, in Article 11.5 (f), that CITC may issue class A licenses for services which it decides do not require an individual license
- Sets out, in Article 36, the functions and duties that CITC shall perform in order to promote adequate and efficient interconnection and access in the Kingdom; and
- Specifies, in Article 37, the obligations of service providers to interconnect and to provide access as reasonably requested.

2.1.6 Other legal or regulatory instruments include, for example, the National Numbering Plan and the Decisions issued by CITC from time to time, and the revised version of the Questions and Answers on the Request for Applications for Mobile Virtual Network Operator (MVNO) in the Kingdom of Saudi Arabia .

2.2 Regulatory Framework

CITC has issued Regulatory Framework documents which detail the Commission's position on a number of areas. The Regulatory Framework documents are available on the CITC website and include the following:

- Fixed and Mobile Services Licensing;
- License Classifications and Scope of Fixed and Mobile Services;
- Quality of Service;
- Interconnection Guidelines;
- National Numbering Plan;
- Mobile Number Portability; and
- Any other applicable regulations, guidelines and decisions.

The Applicants are requested to familiarize themselves with the applicable Regulatory Frameworks.

2.3 Foreign Ownership

Foreign ownership in the Licensee will be subject to the relevant laws and regulations of the KSA.

2.4 Licensing

CITC will issue the License to the Successful Applicant in accordance with its functions and powers under the Act, the Ordinance and the Bylaw.

2.5 Number Allocation

2.5.1 Numbers will be assigned to the Licensee in accordance with the provisions stated in the National Numbering Plan. The Licensee shall use such numbers in accordance with the Commission Statutes including the National Numbering Plan and any Decisions issued by CITC to regulate numbering.

2.5.2 Signaling point codes needed by the Licensee to provide MVNO services shall be requested from CITC in accordance with the provisions stated in the Signaling Numbering Plan and Guidelines, and related CITC regulations.

2.6 Mobile Number Portability

The Licensee shall provide Mobile Number Portability to its Subscribers pursuant to CITC regulations.

2.7 Universal Access and Universal Service

The Licensee shall be committed to meet Universal Access and Universal Service obligations as laid out in the Universal Access and Universal Service Policy and any related CITC decisions.

2.8 MVNO Hosting

- 2.8.1 The Host FPB (Zain) shall provide an opportunity for any Consortium wishing to obtain a license to provide MVNO services. CITC will evaluate submitted applications, and qualify the applicant in accordance with the procedures specified in this document.
- 2.8.2 In this licensing phase, the Licensee shall be hosted by a single Host FPB (Zain) and no Host FPB shall host more than one Licensee.
- 2.8.3 Subsequently, following an evaluation of the market, CITC at its discretion may consider i) allowing MVNOs to move to another Host FPB and/ or; ii) hosting of an MVNO by more than one Host FPB; and/ or iii) hosting of more than one MVNO by a Host FPB and/ or r iv) when it is appropriate to add further MVNOs.

3 LICENSING SCHEDULE AND PROCESS

3.1 Licensing Schedule

The licensing schedule shall be as follows:

- 3.1.1 Interested parties can obtain this RFA starting on ١٥/٠٩/١٤٣٦H (٠٢/٠٧/201٥G) from the CITC website at no cost;
- 3.1.2 Applications may be submitted under the procedure stated in Section 5 of this RFA at any time prior to 28/10/1436H (13/08/2015G) at 3:00 PM Riyadh time.
- 3.1.3 CITC will evaluate the application of each Applicant in the manner provided for in Section 3.2 and Appendix 3 of this RFA.

Appendix 2 of this RFA contains the License Award Process Timetable that summarizes the licensing process schedule.

3.2 Licensing Process

3.2.1 Qualification stage

In order to be an Eligible Applicant (Selection phase), an Applicant must file all documents required to be delivered with the Application as listed in the Compliance Checklist (Appendix 13), all of which shall be complete, accurate and in due form & content in accordance with the terms of this RFA and, where required, duly signed by an Authorized Signatory on behalf of the Applicant.

Applicants satisfying all of the requirements under this Section will be accepted as Eligible Applicants and proceed to the Selection Phase. Applicants who do not satisfy all of these requirements will be rejected and their Applications will not be considered further.

3.2.2 Selection Phase (Evaluation)

3.2.2.1 The Applications of Eligible Applicants will then be evaluated by CITC against the Evaluation Criteria described in Appendix 3; and the highest scoring Application will be selected as a Successful Applicant.

3.2.2.2 Notwithstanding Section (3.2.2.1), any Eligible Applicant who fails to score at least 80% of the maximum possible score on the evaluation may be rejected by CITC.

3.2.3 Issue of the License

3.2.3.1 Following completion of the Selection Phase, CITC will announce the name of the Successful Applicant.

3.2.3.2 Before the issuance of the License, the Successful Applicant will be required to:

- a) establish a Saudi registered company from the Consortium members pursuant to the relevant laws and regulations. The company shall not be entitled to change its articles of association and company objectives approved by MoCI without submission of reasonable justification to CITC and obtain its consent in writing;
- b) submit an unconditional Performance Bond in the form of an irrevocable financial commitment through a bank located in Saudi Arabia approved by SAMA, for the amount specified in Section 4.3;
- c) pay other fees as described in the License attached in Appendix 1 of this RFA that are due prior to the award of the License;
- d) submit an exact copy of the Management Agreement signed by the Authorized Signatory and the MVNO Partner as described in the main request requirements specified in Section 4; and
- e) submit a an exact copy of the MVNO Agreement signed by the Authorized Signatory and the Host FBP (Zain) as described in the main request requirements specified in Section 4.

3.2.3.3 The Successful Applicant shall comply with all parts of Section 3.2.3.2 within 90 days of the date of the announcement by CITC on its official web site. When a Successful Applicant has complied with these requirements, the CITC shall issue the license to that Applicant.

3.2.3.4 If the Successful Applicant fails to comply with the provisions of Section 3.2.3.2 within 90 days of the date of CITC announcement of the name of the Successful Applicant, the Commission shall, without liability to the Successful Applicant who has failed to fulfill all of its obligations under Section 3.2.3.2, take any necessary action at their discretion for example to subsequently select in its place the next highest scoring Eligible Applicant who shall also be subject to the same procedures described in section 3.2.3.2.

3.3 Eligibility of Existing Licensees

3.3.1 Mobile FBPs are not eligible to apply for a License under this RFA, nor to own or control more than 10% of the shares in any Applicant to be hosted by it, or by any other means exercise control over any Applicant or the appointment of any person for membership of the Consortium Board of Directors.

3.3.2 Licensed facility based telecommunications service providers in the Kingdom, or any telecommunications service providers in any other country who currently hold 5% or more of shares in a Mobile FBP in the Kingdom, are neither eligible to apply nor permitted to have any ownership in or control over any Applicant other than that permitted under Section 3.3.1.

4 INSTRUCTIONS TO APPLICANTS AND APPLICATION CONTENTS

Each Application shall consist of the following elements:

4.1 Part 1 - Cover Letter

A duly completed Cover Letter Form, as per Appendix (4) of this RFA, dated and signed by an Authorized Signatory.

Applicants should attach all the information that is required pursuant to this Section 4 of this RFA to the Cover Letter.

4.2 Part 2 - Main Proposal

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

4.2.1 Applicant's details:

Applicants must provide the following information:

- a) Legal name or proposed legal name of the Licensee;
- b) Details of the ownership structure or the proposed ownership structure of the Licensee;
- c) Detailed information on each member of the Consortium. Such details must include the name, legal status, registered office address, a description of the business of each Consortium member, and the percentage ownership of the share capital held in the Consortium;
- d) The financial statements of any shareholder that owns, or any proposed shareholder that will own, five (5) per cent or more of the Applicant's shares or, if applicable, the financial statements of the Applicant. These financial statements must be provided for the preceding two fiscal years and should include an audited or certified income statement and balance sheet;
- e) Either a certified resolution of the boards of directors of all proposed shareholders in the Licensee or a letter of authorization from each of the proposed shareholders in the Licensee which authorizes the Applicant to file the Application;
- f) The Ownership Arrangements Letter as described in section 4.2.3;
- g) A copy of the signed MVNO Agreement between the Applicant and the Host FBP (Zain) in accordance with Appendix 12. The MVNO Agreement shall be submitted in Arabic languages and a translation in English may be submitted with it. If any discrepancies exist, the Arabic version shall prevail, and all provisions of this Agreement shall be subject to determination under KSA law.
- h) The License Fee Bank Guarantee in accordance with the form enclosed in Appendix 9;

- i) The Financial Comfort Letter in accordance with the form enclosed in Appendix 6 of this document; and
- j) The Compliance Checklist.

4.2.2 Management Agreement

The Applicant shall submit a copy of the Management Agreement signed by the Applicant and the foreign MVNO partner that is forming part of the Consortium to provide the Applicant with access to the technology, professional know-how, operational and management experience required to operate the MVNO services. The agreement must clearly state the foreign partner's rolls and responsibilities and confirm its active presence and participation for the duration of the Management Agreement. This Management Agreement must be for a period of at least five (5) years effective from the date of the issuance of the license. Any subsequent amendments to the terms of the draft Management Agreement will be subject to the prior approval of CITC. This Management Agreement shall be submitted in Arabic languages and a translation in English may be submitted with it. If any discrepancies exist, the Arabic version shall prevail and all provisions of this Agreement shall be subject to determination under KSA law.

4.2.3 Ownership Arrangements Letter

The Applicant must submit an Ownership Arrangements Letter in the form shown in Appendix 11 that will be in place between the members comprising the Applicant's Consortium.

No modifications or add-ins are allowed to the list or ownership percentages of Consortium members submitted by the Applicant after filing its Application and prior to the issue of the License. Any request for an amendment or addendum after the issuance of the license will be determined in accordance with CITC Statutes and other related regulations.

4.2.4 MVNO Partner Experience

The MVNO Partner shall own or control at least 15% of the share capital of the Consortium for a period of not less than five (5) years from the issuance of the license.

The Application shall include details of the track record of the MVNO Partner's MVNO business experience in foreign markets. This shall include the number of years of that partner's experience, number of its MVNO businesses currently in operation, number of its subscribers in each market, total gross revenues of each of its MVNO businesses over the past three years, and a description of the MVNO services currently offered in those businesses.

In addition, the MVNO partner must provide a description of its operational processes and approach in each foreign market.

4.2.5 Business Proposal

The Applicant shall provide information to show that the overall business plan is viable, realistic and adequately funded and is consistent with the details contained in the Technical Proposal and the General Framework of MVNO Agreement (Appendix

12). The Business Proposal Form attached as Appendix 7 of this RFA should be used as a cover page for the Business Proposal.

The Business Proposal shall include:

- a) Corporate Strategy: high level corporate strategy, including how and to what extent it would contribute to the Kingdom's telecommunications market;
- b) Market Study: market forecast, market segmentation, customer penetration and uptake, proposed services and associated prices, and covering the first five year of planned operation;
- c) Customer Care and after sales support plan, proposed related service levels and the continuous service quality improvement plan;
- d) Services, including the planned services of the Licensee, the timing of the introduction of these services, and proposed approaches to service innovation;
- e) Organization, including management, marketing, sales, customer care, operations and maintenance;
- f) Human Resource Plan, detailed human resource plan and committed degree of Saudization in accordance with the Kingdom's laws, rules and regulations; and
- g) A financial summary of the proposed MVNO Services business in the Kingdom covering each of the first five years of operation based on the Pro-forma Financial Summary attached as Appendix 8 of this RFA. This will include: a profit and loss statement, a balance sheet, a cash flow statement and a financing plan. The financial information provided should include a detailed set of key assumptions driving the revenue model as well as a bottom up analysis of capital and operating costs for the MVNO services.

4.2.6 Technical Proposal:

The Applicant shall provide a Technical Proposal with their application which should include:

- a) A concise description of the proposed approach to the rollout and provision of MVNO Services in the Kingdom;
- b) Proposed service launch date;
- c) The number of provinces to be served in Year 1, 2 and 3; The 13 provinces shall be served no later than three years after issuance of the license in accordance with the Appendix (3) of this RFA;
- d) A description and architecture of any infrastructure, systems and processes planned, including details of:
 - Network operations
 - Customer care and after sales support, and proposed service levels;

- Service performance monitoring and the continuous improvement of service quality; and
- Customer billing.

4.2.7 Processing Fee

The Applicant shall pay CITC the non-refundable processing fee of fifty thousand Saudi Riyals (SAR 50,000) to cover CITC costs for processing the application in accordance with the requirements of Section 5.11 below.

4.2.8 License Fee and Bank Guarantee

The License Fee for the issuance of the MVNO License shall be five million Saudi Riyals (SAR 5,000,000). The Applicant shall submit in a separate sealed envelope a Bank Guarantee issued by a bank located in Saudi Arabia and approved by Saudi Arabian Monetary Agency (SAMA) for the amount of the License Fee.

4.3 Part 3 - Performance Bond

The Performance Bond to be submitted by each Successful Applicant under Section 3.2.3 shall be:

- 4.3.1 In the form set out in Appendix 10;
- 4.3.2 For an amount of twenty five million Saudi Riyals (SAR 25,000,000);
- 4.3.3 Issued by a bank located in KSA and approved by SAMA; and
- 4.3.4 Valid for the period of the license.
- 4.3.5 The CITC reserves the right to cash the Performance Bond in full or in part thereof and to require the deposit of the amount demanded to the CITC or to any public entity nominated by the CITC without the need for any judicial or arbitral decision, in the case of failure of the licensee to fulfill any of its obligations.
- 4.3.6 Where the Performance Bond has been cashed in full or in part under Section 4.3.5, the Licensee shall restore the Performance Bond in full within a maximum period of 30 days.

4.4 Part 4 - Binding Nature of Applications

The Licensee is bound, and shall continue to be bound throughout the period of the License granted to it, by the information provided and by all representations, undertakings and commitments made by it and contained within any part of the Application. Any breach or non-performance of any such representation, undertaking or commitment shall be deemed to be a breach of a condition of such a License.

5 PROCEDURE FOR FILING AN APPLICATION

- 5.1 The first and final pages of the original Application must be signed by an Authorized Signatory. Each of the other pages must be stamped and/or initialed by the Authorized Signatory.

- 5.2 An original and five (5) copies of the Application shall be packaged together in a Container(s). Each Container shall be sealed, packed and closed, so that it is not possible to open it without visual evidence. If a Container is not sealed or marked properly, CITC will assume no responsibility for the Application or the disposition of its contents. Improperly marked or sealed packages may be rejected by CITC.
- 5.3 The total size of the Application should not be greater than 100 pages of A4 in type no less than 12 points and all pages must be numbered (e.g. page 15 of 100). Applicants may attach additional information as appendices to the Application.
- 5.4 Each of the original and five (5) copies of the Application packaged together in the Container(s) shall be submitted in a single sealed envelope or package clearly marked "Application for License to provide MVNO Services". The original and each of the five copies shall be respectively marked as "Original" and "Copy". In the event of any discrepancy between the original and the copies, the original shall prevail. The envelope or package shall be sealed so that it is not possible to open it without visual evidence.
- 5.5 Applicants are also required to submit electronic versions (original and five copies) which enable search capabilities of the Application in non-rewritable CD-ROM format (Adobe Acrobat®, Microsoft Word®, Microsoft PowerPoint®, Microsoft Excel® or HTML) in each of the original and five copies of the applications.
- 5.6 Applicants must deliver the Container(s) by hand or by courier to CITC at the following address:
- The Office of the Governor
Communications and Information Technology Commission
Imam Saud Ibn Abdulaziz Ibn Mohammed Road
Riyadh 11588
Kingdom of Saudi Arabia**
- 5.7 The original and all copies of the Application shall be typed or written in indelible ink.
- 5.8 Applications shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Applicant, in which case the person or persons signing the Application shall initial such corrections.
- 5.9 All Applications must be valid for a period of 180 days from the Deadline for applications.
- 5.10 Failure by any Applicant to provide all of the information required in the Application or any additional information required by CITC may lead to the rejection of such Application in its entirety.
- 5.11 Each Applicant will be required to pay, along with its Application and in a separate envelope marked "Application Processing Fee", a processing fee of fifty thousand Saudi Riyals (SAR 50,000) to cover CITC's cost of processing the Application by certified check drawn on a bank located in Saudi Arabia approved by SAMA in favor of "Communication and Information Technology Commission" payable in Riyadh.

6 GENERAL PROVISIONS

6.1 Confidentiality of Applications

6.1.1 CITC shall treat all Applications received in relation to this RFA as confidential during the period before the award of Licenses but Applications will not be returned to Applicants.

6.1.2 Claims of confidentiality and the treatment of any information for which confidentiality is claimed are subject to the Commission Statutes.

6.1.3 Neither CITC and its employees nor its Advisors shall be liable in any respect whatsoever to any Applicant or any of its members or representatives for damages or harm resulting from a failure to maintain such confidentiality.

6.2 CITC Use of Applications

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

6.3 Cost of Application and Application Process

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

6.4 Reservation of Rights

6.4.1 This RFA is available to all interested parties on the CITC website. CITC retains the copyright over this RFA and related documents. Reproduction of these documents for purposes other than this licensing process without CITC's written permission is subject to applicable copyright rules and regulations of the KSA. The information contained in this RFA or subsequently provided to Applicants, whether orally or in documentary form by or on behalf of CITC or any of its employees or Advisors, is provided to Applicants on the terms and conditions set out in this document.

6.4.2 This RFA is not an agreement and does not constitute an offer by CITC to any other party. This RFA does not purport to contain all the information each Applicant may require. It is not the role of CITC, its employees or Advisors to consider the investment objectives, financial situation and particular needs of each Applicant who obtains this RFA. CITC has made reasonable efforts to include accurate and current information in this RFA and in any other documentation provided to Applicants. However, no representation or warranty, expressed or implied, is made by CITC or its employees or by any of its Advisors as to the accuracy, reliability or completeness of the information provided and neither CITC and its employees nor any of its Advisors shall have any liability whatsoever to any Applicants or, where applicable, to any of their Consortium members, owners or shareholders or any other person resulting from use of or reliance on any of the information so provided. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information set out in this RFA and obtain independent advice from appropriate sources prior to use of or reliance on that information.

6.4.3 Notwithstanding any other provisions in this RFA, for whatever reason and without incurring any costs or liabilities or any obligation to inform the Applicants of the reasons for its actions, CITC reserves the absolute and unfettered right, in its sole discretion:

- a) To take any action, including amending, updating and supplementing this RFA and any other CITC documents, which it considers necessary to ensure that the licensing process occurs in a fair, open and transparent manner, in accordance with the laws of the Kingdom and so as to meet the objectives of CITC;
- b) To modify the licensing process set out in this RFA and any other CITC documents;
- c) To accept or reject any Application and to waive any minor informalities or defects in Applications received;
- d) To reject any Applicant or Application which CITC reasonably believes may pose a risk to national security, safety or scarce resources or which, following the award of a license, may lead to an anti-competitive environment in the market for public telecommunications services in the Kingdom;
- e) To annul, postpone and/or terminate the licensing process or revoke an award of License at any time before the License is actually issued without any liability on CITC; and
- f) To accept or not accept any one or more Applicants who have filed an Application.

6.4.4 CITC is not legally obliged to select any Applicant as a Successful Applicant, or to issue a License to any Applicant.

6.4.5 Neither the Government of the KSA nor any of its agencies, employees, representatives, advisors or consultants, including CITC and its Advisors, shall incur any liability whatsoever to any Applicant or, where applicable, to any of its owners or shareholders or any other person by reason of any Decision made or action taken by CITC, its employees or Advisors in connection with the evaluation and selection of an Applicant or the carrying out or termination of the RFA process.

6.5 Other Provisions

6.5.1 Disqualification prior to issuance of License: CITC may refuse to evaluate Applicants and remove them from further consideration for any of the reasons set out below:

- a) Failure to comply with any of the procedures or other requirements established by this RFA;
- b) Illegal conduct by the Applicant related to the RFA process;
- c) Any attempts by the Applicant to influence the evaluation of Applications;
- d) Any corrupt practice by the Applicant, including the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to the licensing process established by this RFA;

- e) Any fraudulent practice by the Applicant, including misrepresentations of fact or intention, and collusive practices, prior to or after submission of Applications, designed to undermine the integrity of the RFA process.

6.5.2 Applicants are not allowed to contact any member of the Board or staff of CITC and its Advisors in any way whatsoever in order to seek clarifications or other information regarding this RFA document other than by the means given in this RFA. Any breach of this requirement will result in the disqualification of the Applicant.

6.5.3 Disqualification Subsequent To Issue of License: If at any time CITC learns that any of the activities referred to in Section 6.6.1 of this RFA has occurred, CITC may revoke the relevant license without compensation, in accordance with the provisions of the Act and the Bylaw. The provisions of this Section are in addition to any criminal or civil legal action that may be available to or taken by any government entity or regulatory authority, including CITC.

6.6 Legal and Formal Requirements

6.6.1 Governing law - This RFA and any License granted or denied pursuant to this RFA shall be exclusively subject to, and interpreted solely in accordance with the CITC statutes.

6.6.2 Language – The Application and associated documentation must be submitted in Arabic languages and a translation in English may be submitted with it. If any discrepancies exist, the Arabic version shall prevail. However, Applicants may elect to submit supporting materials including brochures, annual reports and technical documents only in the English language.

6.6.3 Currency – All amounts of currency stated in the Application shall be expressed in Saudi Riyals (SAR).

6.7 Communications in Connection with the Licensing Process

6.7.1 All correspondence with CITC, other than the filing of the Application, shall be submitted to either of the following addresses:

- a) By e-mail to: mvno@citc.gov.sa
b) Delivery by hand or by courier to:

**The Office of the Governor
Communications and Information Technology Commission,
Imam Saud Ibn Abdulaziz Ibn Mohammed Road
Al Nakheel Al Gharbi District
Riyadh 11588
Kingdom of Saudi Arabia**

6.7.1 All correspondence should contain the name, address, fax number and e-mail address of the sender for the dispatch of any written response.

Appendix 1 MVNO Services License

Appendix 1

Mobile Virtual Network Operator Services License

The Communications and Information Technology Commission (CITC) hereby issues this License to ----- (Licensee's name) -----
----- (Licensee's Commercial Registration Number) to provide MVNO Services subject to the Commission Statutes as well as the following conditions:

- The General Conditions.
- The Special Conditions.
- The Request for Applications for Licensing of MVNO Services and any associated documents, including Questions and Answers, prepared by CITC which identifies the framework to provide the Licensed Services, and the response to such request submitted by the Licensee and Appendices which form part of this License.

This license expires on 00/00/0000H equivalent to 00/00/0000G.

The Governor of Communications and Information Technology Commission

General Conditions

1. DEFINITIONS

The terms and expressions defined in the Telecommunications Act, the Ordinance and the Bylaw and the Request for Applications (RFA) issued on []H ([]G) shall have the same meanings when used in this License.

“Effective Date” means 00/00/0000H equivalent to 00/00/0000G.

“Host FBP” means the FBP providing mobile network capacity to the MVNO on a wholesale basis for resale to end-users.

2. COMPLIANCE

2.1. The Licensee shall comply with the Commission Statutes including the Conditions of this License, the Telecommunications Act, its Bylaw, the Ordinance of CITC, and Regulatory Frameworks, Decisions and Guidelines issued from time to time by CITC.

2.2. The Licensee shall be bound by the information provided and commitments made in their Application for this License, details contained in the MVNO License Request for Applications (“RFA”), and any associated documents including the MVNO RFA Questions and Answers prepared by CITC.

2.3. The Licensee shall submit any required information and/or documentation in accordance to the timeframe and format specified by CITC.

2.4. This License is implemented in accordance with the Commission Statutes, and any decisions issued by CITC.

2.5. The Arabic version of the License shall be the official version and in case of any differences between the text of the official version written in Arabic language and a translation in another language, the Arabic version shall prevail.

2.6. Licensee activities and behavior shall be subject to the laws of the Kingdom.

3. SERVICES LICENSED

The services licensed under this license are described in the Special Conditions of this license.

4. TERM AND RENEWAL

The license term and renewal terms are described in the Special Conditions of this license.

5. LICENSE TERRITORY

The Licensee is permitted to offer the Licensed Services within territories of the Kingdom of Saudi Arabia.

6. AMENDMENT OF LICENSE

This license is subject to amendment in accordance with the CITC statutes.

7. SUB-CONTRACTING

The Licensee may, after obtaining the written approval from CITC, sub-contract with other persons to provide services to support those it is licensed to provide by virtue of the License. In such cases, all obligations resulting from this License shall remain the responsibility of the Licensee.

8. FEES PAYABLE BY LICENSEE

8.1. The Licensee shall pay CITC the fees specified in Annex 1 of this License.

8.2. CITC shall determine and inform the Licensee of the process relating to the issuance of invoices and their payment with which the Licensee shall comply.

8.3. Payment shall be due immediately upon issuance of the invoice and shall be paid within one month of the invoice issuance date.

9. SECURITY REGULATION REQUIREMENTS

The Licensee shall provide, in relation to any network equipment and services that it provides, the technical ability to connect monitoring equipment. The responsible department shall be responsible for all reasonable costs of such monitoring equipment, for operating and maintaining such equipment, and for the provision and operation of any needed interconnecting circuits. This obligation to ensure monitoring shall include, inter alia, the monitoring of any telephony services or IP telephony/VoIP services provided by the Licensee. The Licensee shall not provide its services commercially until providing those technical capabilities.

10. CONTINUITY OF SERVICE IN EMERGENCY

In an emergency and/or disaster situation as determined by the Government, the Licensee must allow the use of its Public Telecommunications Services by the concerned Government Departments and is entitled to be compensated by these Departments for such use.

11. INTERPRETATION

The License and other documents set out herein shall constitute an integral part of this License, and they shall be read and interpreted as such. Also, these documents shall be considered as complementing each other. In case of any discrepancy between this License (including the Annexes) and the said documents, this License and Annexes thereof shall prevail.

Special Conditions

1. Scope of Licensed Services

1.1. Pursuant to the Commission Statutes, Request for Application for Licensing of MVNO Services, the Application and the MVNO Agreement, the Licensee shall have the right to resell wholesale mobile network services which are leased/ purchased from a Host FBP in order to provide retail services on a local, national and international level to its own customers without spectrum assignments or radio access network, including:

- a) Mobile voice and data services; and
- b) Other related mobile services such as, but not limited to, short message services, voicemail, email, mobile broadband services and multi-media services (for example video calls and video streaming), push-to-talk over cellular (PoC), location-based services and other value-added services.

1.2. Provision of any other services is subject to obtaining separate licenses from CITC.

1.3. Content broadcasting is subject to separate authorizations/licensing from the relevant Government agencies.

2. Customer Services

The Licensee shall provide its own billing and customer care services for all its customers from the date of launching services under this license.

3. Term and Renewal

This License shall be valid for a term of ten (10) years from the Effective Date (.....H), and may be renewed for an equivalent term in accordance with CITC approval and pursuant to CITC Statutes.

4. MVNO Agreement

The Licensee shall provide CITC with a complete, accurate and current copy of any agreement made between it and a Host FBP in the Kingdom, and of any modifications made and of any replacement agreement entered into between them from time to time.

5. Service Launch

The Licensee shall launch commercial services to the public within twelve (12) months of the issuance of this license. The CITC may, in accordance with its sole discretion revoke the license if the licensee breaches this obligation, and the licensee alone shall bear full responsibility resulting from such breach, without any liability or responsibility being incurred by the CITC.

Annex No. (1)

Fees Schedule for the Provision of MVNO Services

1. The Licensee shall pay the following fees in accordance with the terms of Article (8) of the General Conditions of this License:
 - A License Fee of five million Saudi Riyals (SAR 5,000,000);
 - Commercial Provisioning Fee for Mobile Services amounting to an annual payment of fifteen percent (15%) of the Net Revenues of the Licensee;
 - An annual fee for the License of one percent (1%) of the Net Revenues of the Licensee;
 - A fee for the usage and assignment of numbers to the Licensee as per CITC regulations;
 - A fee in accordance with the Universal Service and Universal Access policy may be imposed;
 - A fee in respect of any work and services provided by CITC in accordance with its Statutes.
2. Net Revenues in the context of this license, means the total operating revenues received by the Licensee from providing the Licensee's Mobile Services commercially, less the dues to any other domestic and international telecommunication service providers that are reflected in the settlement results of these services in accordance with the CITC Statutes.
3. Any revenue generated from any services provided by the Licensee to any subscribers served through the Mobile Telecommunications Network such as internet services shall be included in the total operating revenues within the calculation of Net Revenues.

Appendix 2 Award Process Timetable

Appendix 2

[Note to Applicants: please refer to Section 3.1 of the RFA]

LICENSE AWARD PROCESS TIMETABLE

| Phase / Event | Date(s) |
|--|---|
| Deadline for submitting Applications | 1. any time prior to ٢٨/١٠/١٤٣٦H (١٢/٠٨/201٥G) at 3:00 PM Riyadh time |
| Announcement of the Successful Selected Applicant | Expected within 12 weeks after Deadline |

Appendix 3 Evaluation Criteria

Appendix 3

EVALUATION CRITERIA

The criteria against which Applications from Applicants will be evaluated, and the percentage scores will be awarded in relation to each criterion in proportion to the appropriateness of the information provided and the extent to which the Applicant has met or exceeded the minimum requirements stated.

| Evaluation criteria | | Percentage |
|------------------------------|--|------------|
| 1. Business Proposal | | 45% |
| 1.1 | Corporate Strategy, including how, and by how much, the Applicant's business would contribute to the Kingdom's telecommunications market. | |
| 1.2 | Market Study including market forecast, market segmentation, customer penetration and uptake, proposed services and associated prices, how these prices are to be set, and covering the first five years of operation. | |
| 1.3 | Customer Care and after sales support plan, proposed related service levels and the continuous service quality improvement plan. | |
| 1.4 | Services and Service Innovation, including the planned services of the Licensee, the timing of the introduction of these services, and proposed approaches to service innovation. | |
| 1.5 | Organisation, including management, marketing, sales, customer care, operations and maintenance. | |
| 1.6 | Human Resource Plan, including human resource plan and committed degree of Saudization in accordance with the Kingdom's laws, rules and regulations. | |
| 1.7 | A financial analysis of the proposed MVNO Services business in the Kingdom covering each of the first five years of operation using the Pro-Forma Financial Summary attached as per Appendix 8 of this RFA. This will include a profit and loss statement, a balance sheet, a cash flow statement and a financing plan. The financial information provided is to include key assumptions driving the revenue model and a bottom up analysis of capital and operating costs. | |
| 2. Technical Proposal | | 25% |
| 2.1 | A concise description of the proposed rollout and approach to the provision of MVNO Services in the Kingdom including: <ul style="list-style-type: none"> - Proposed service launch date; - Number of planned points of presence in the 13 provinces and their launch date. These points of presence are for sales, verification of subscriber identity, answering customer queries, addressing customer concerns, and the activation of services in | |

| | | |
|-----------------------------------|---|------------|
| | <p>accordance with the related regulations. (Note: Applicants should use Table 1 to detail the response to this item. The points of presence must be available at least in all mohafadats of the Kingdom.)</p> <ul style="list-style-type: none"> - The number of provinces to be served in Year 1, 2 and 3; All 13 provinces shall be served no later than three years after issuance of the license. | |
| 2.2 | <p>A description and architecture of any infrastructure, systems and processes planned, including details of:</p> <ul style="list-style-type: none"> • Network operations; • Customer care and after-sales support, and proposed service levels; • Service performance monitoring and the continuous improvement of service quality; and • Customer billing. | |
| 3. MVNO Partner Experience | | 30% |
| 3.1 | <p>MVNO partner MVNO business experience in foreign markets, including:</p> <ol style="list-style-type: none"> a) The number of years of that partner's experience. b) Number of its MVNO businesses currently in operation (MVNO Partner must operate MVNOs in at least 2 countries). c) Number of its subscribers in each country (MVNO Partner must have at least 250,000 customers in total across all countries). d) Total annual gross revenues of all its MVNO businesses over the past five years (MVNO Partner must have total annual gross revenues of at least SAR 250 million in any of the last 3 years). e) A description of the MVNO services currently offered in those businesses. f) Description of the MVNO partner's operational processes and approaches in each foreign market. g) Details of the levels of customer care and after-sales support present in each foreign market. h) Examples of service innovation introduced in each foreign market. i) Evidence of the beneficial contributions made to the telecommunications market in each foreign market. | |

Table 1: MVNO Points of Presence Table

| Districts | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 | |
|-----------------|--------------------------|----------------|--------------------------|----------------|--------------------------|----------------|--------------------------|----------------|--------------------------|----------------|
| | Name of Mohafdah or City | Number of POPs | Name of Mohafdah or City | Number of POPs | Name of Mohafdah or City | Number of POPs | Name of Mohafdah or City | Number of POPs | Name of Mohafdah or City | Number of POPs |
| Riyadh | example | Riyadh | | | | | | | | |
| | | Al kharij | | | | | | | | |
| | | Al Dolam | | | | | | | | |
| | | | | | | | | | | |
| East | example | Al Dammam | | | | | | | | |
| | | Al Khobar | | | | | | | | |
| | | Jeddah | | | | | | | | |
| | | Taif | | | | | | | | |
| Makkah | | | | | | | | | | |
| Al Qassim | | | | | | | | | | |
| Madinah | | | | | | | | | | |
| Asdir | | | | | | | | | | |
| Tabuk | | | | | | | | | | |
| Hail | | | | | | | | | | |
| Al Jawf | | | | | | | | | | |
| Northern Border | | | | | | | | | | |
| Jazan | | | | | | | | | | |
| Najran | | | | | | | | | | |
| Baha | | | | | | | | | | |

Notes: Applicants should complete the details of Table 1 and include a copy of this completed table with the MVNO license application documents. The points of presence must be available at least in all mohafadats/cities of the Kingdom.

Appendix 4 Cover Letter Form

Appendix 4

[Note to Applicants: please print this form and *complete in* accordance with Section (4.1) of the RFA]

COVER LETTER FORM

Communications and Information Technology Commission
Imam Saud Ibn Abdulaziz Ibn Mohammed Road

Al Nakheel Al Gharbi District

Riyadh 11588
Kingdom of Saudi Arabia

[Insert Date]

Name of Applicant.....

Dear Sirs,

Re: Request for Applications for a licensing a mobile Virtual Network Operator (MVNO) Services in the Kingdom of Saudi Arabia hosted with the Mobile Telecommunications Company (MTC) Saudi Arabia "Zain"

1. Having examined the RFA and the attached appendices including the License, we the undersigned hereby submit an Application for the grant of a License to provide Mobile Virtual Network Operator Services.

[Note to Applicant: Please provide a description of each of the Consortium members]

2. We have duly completed this letter and enclose herewith:
 - a) Main Proposal as detailed in Section 4.2 of the RFA;
 - b) The [powers of attorney/notarized certificates] that clearly evidence the authority to sign of the signator[y/ies] of this cover letter and other documents filed with our Application that require signature (using the Power of Attorney Form attached as Appendix 5 of the RFA);
 - c) A Financial Comfort Letter (using the Financial Comfort Letter Form attached as Appendix 6 of this RFA);
 - d) A separate envelope marked "Application Processing Fee" of fifty thousand Saudi Riyals (SAR 50,000) to cover CITC's cost of processing the Application by certified check drawn on an approved bank located in Saudi approved by SAMA in favor of "Communication and Information Technology Commission" payable in Riyadh.
 - e) A Bank Guarantee for the License Fee (using the Bank Guarantee Form attached as Appendix 9 of the RFA);

- f) An Ownership Arrangements Letter (using the Ownership Arrangements Letter Form attached as Appendix 11 of this RFA);
 - g) A signed copy of the MVNO Agreement;
 - h) A copy of the draft Management Agreement;
 - i) Details of the experience of the MVNO Partner (Section 4.2.4).
 - j) A completed Compliance Checklist (using the Compliance Checklist Form attached as Appendix 13 of the RFA).
3. We confirm that our Application is open for acceptance by CITC until and including that date which is 180 days from the Deadline.
 4. We confirm our agreement to the terms, conditions and provisions of the RFA.
 5. We agree that, in the event of a discrepancy between this cover letter and the RFA, the RFA shall prevail.
 6. We have been studying the requirements of the business plan carefully, therefore we as applicant full responsibility for applying and implementing all indicated in this document, including but not limited to the general framework of the MVNO agreement as specified in Appendix 12).
 7. We confirm that all information provided in our Application and all associated documentation is complete, true and accurate in every detail and by virtue of having submitted an Application, we are bound by the information and commitments made by us.
 8. For the avoidance of doubt:
 - a) In this letter, words and expressions shall have the same meanings as are respectively assigned to them in the RFA; and
 - b) This letter and all other documents comprising our Application shall be governed by and construed in accordance with the laws of the Kingdom.
 9. We undertake that, if we are selected as a Successful Applicant, we shall:
 - a) Pay all required fees and amounts stipulated in the RFA and the License;
 - b) submit the Performance Bond (using the Performance Bond Form attached as Appendix 10 of this RFA); and
 - c) Perform all other obligations required by the RFA including without limitation all requirements set out in Section 4 of the RFA.

Yours faithfully,

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

Appendix 5 Power of Attorney

Appendix 5

POWER OF ATTORNEY

[Note to Applicant: This should be in accordance with the approved forms issued by the Ministry of Justice]

Appendix 6 Financial Comfort Letter Form

Appendix 6

[Note to Applicant: please print this form and complete in accordance with Section 4.3 of the RFA]

FINANCIAL COMFORT LETTER FORM

Communications and Information Technology Commission
Imam Saud Ibn Abdulaziz Ibn Mohammed Road
Al Nakheel Al Gharbi
Riyadh 11588
Kingdom of Saudi Arabia

[Insert Date]

Name of Applicant:.....

Dear Sirs,

Re: Request for Applications for a licensing a mobile Virtual Network Operator (MVNO) Services in the Kingdom of Saudi Arabia hosted with the Mobile Telecommunications Company (MTC) Saudi Arabia "Zain"

We, [insert name of signing bank] understand that [Name of Applicant] has made an offer to acquire a MVNO License in the Kingdom of Saudi Arabia.

Based on our thorough review of the following:

- The Request for Applications for the Licensing of MVNO Services in the Kingdom of Saudi Arabia (the RFA);
- The Application for the grant of the License including the Business Proposals for the MVNO service operation in the Kingdom of Saudi Arabia; and
- The financial resources available to the Applicant.

We are confident that the Applicant will have sufficient access to funding to meet its peak financing requirements of SAR [] during the first five years of the business plan, inclusive of the proposed License Fees..

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

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

This letter is governed by the laws of the Kingdom of Saudi Arabia and the courts of the Kingdom of Saudi Arabia shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this letter. The parties accordingly submit to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]
[Name of Authorized Signator[y/ies]]
[Name of Issuing Bank]
[Date]

Appendix 7 Business Proposal Form

Appendix 7

[Note to Applicant: please print this form and complete in accordance with Section 4.2 of the RFA]

BUSINESS PROPOSAL FORM

Communications and Information Technology Commission
Imam Saud Ibn Abdulaziz Ibn Mohammed Road
Al Nakheel Al Gharbi
Riyadh 11588
Kingdom of Saudi Arabia

[Insert Date]

Name of Applicant:.....

Dear Sirs,

Re: Request for Applications for a licensing a mobile Virtual Network Operator (MVNO) Services in the Kingdom of Saudi Arabia hosted with the Mobile Telecommunications Company (MTC) Saudi Arabia "Zain"

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

Yours faithfully,

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

Appendix 8 Pro Forma Financial Summary

Appendix 8

[Note to Applicants: please print this form and complete in accordance Section 4.2 of the RFA]

PRO FORMA FINANCIAL SUMMARY

Name of Applicant:.....

Re: Request for Applications for the Licensing of Mobile Telecommunications Company (MTC) Saudi Arabia "Zain" Hosted MVNO Services in the Kingdom of Saudi Arabia

| | Unit | Years after commercial launch | | | | |
|-------------------------------------|------------------|-------------------------------|--------|--------|--------|--------|
| | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Market Assumptions | | | | | | |
| Population | Millions | | | | | |
| % Growth | % | | | | | |
| % Addressable Market | % | | | | | |
| Addressable Market | Millions | | | | | |
| Penetration Rate | % | | | | | |
| Operator assumptions | | | | | | |
| Market Share | % | | | | | |
| Market Share of Gross Adds | % | | | | | |
| Market Churn | % | | | | | |
| Average Number of Subscribers | Millions | | | | | |
| % Postpaid Subscribers | % | | | | | |
| On-net minutes | Minutes millions | | | | | |
| National minutes | Minutes millions | | | | | |
| International minutes | Minutes millions | | | | | |
| Incoming minutes | Minutes millions | | | | | |
| Total minutes of use | Minutes millions | | | | | |
| Revenue assumptions | | | | | | |
| Postpaid ARPU | SAR | | | | | |
| Voice ARPU | SAR | | | | | |
| Messaging ARPU (SMS/ MMS) | SAR | | | | | |
| Data ARPU | SAR | | | | | |
| Prepaid ARPU | SAR | | | | | |
| Voice ARPU | SAR | | | | | |
| Messaging ARPU (SMS/ MMS) | SAR | | | | | |
| Data ARPU | SAR | | | | | |
| Average ARPU (Postpaid and Prepaid) | SAR | | | | | |
| Voice ARPU | SAR | | | | | |
| Messaging ARPU | SAR | | | | | |
| Data ARPU | SAR | | | | | |
| Service Revenue | SAR million | | | | | |
| Equipment Revenue | SAR million | | | | | |
| Interconnect Revenue | SAR million | | | | | |
| Other Operating Revenue | SAR million | | | | | |

| | |
|--|--------------------|
| Total Revenue | SAR million |
| Operating Cost Structure | |
| Average Acquisition Cost per Subscriber | SAR |
| Marketing Cost per Subscriber | SAR |
| Total Subscriber Acquisition Cost | SAR million |
| <i>% of Revenue</i> | % |
| Average Administration Cost per Subscriber | SAR |
| Total Administration Cost | SAR million |
| <i>% of Revenue</i> | % |
| National Roaming Costs | SAR million |
| Interconnect Costs | SAR million |
| Wholesale service costs | SAR million |
| Other costs of sales | SAR million |
| Total cost of sales | SAR million |
| <i>% of Revenue</i> | % |
| Sales, marketing and distribution expenses | SAR million |
| General and administrative expenses | SAR million |
| Other operating expenses | SAR million |
| Total Operating Expenditure | SAR million |
| <i>% of Revenue</i> | |
| EBITDA | SAR million |
| <i>% of Revenue</i> | % |
| Number of Employees | # |
| Capital Cost Structure | |
| Network equipment | SAR million |
| Billing equipment | SAR million |
| Customer services equipment | SAR million |
| General IT systems | SAR million |
| Total Capital Expenditure | SAR million |
| <i>% of Revenue</i> | |
| EBIT | SAR million |
| <i>% of Revenue</i> | |
| Net Income | SAR million |
| <i>% of Revenue</i> | |

Applicant shall also state the proposed Capital for the Company at its founding:SR

Appendix 9 License Fee Bank Guarantee

Appendix 9

[Note to Applicant: please print this form and complete in accordance with Section (4.2.8) of the RFA]

LICENSE FEE BANK GUARANTEE FORM

Communications and Information Technology Commission
Imam Saud Ibn Abdulaziz Ibn Mohammed Road
Al Nakheel Al Gharbi District
Riyadh 11588
Kingdom of Saudi Arabia

[Insert Date]

Name of Applicant.....

Dear Sirs,

Re: Request for Applications for a licensing a mobile Virtual Network Operator (MVNO) Services in the Kingdom of Saudi Arabia hosted with the Mobile Telecommunications Company (MTC) Saudi Arabia "Zain"

Since [insert name of applicant] have submitted their Application to provide Mobile Virtual Network Operator Services in the Kingdom of Saudi Arabia, we, [Name of Issuing Bank], hereby unconditionally and irrevocably undertake to pay you the sum of five million Saudi Riyals (SAR 5,000,000) in accordance with the following:

1. We shall pay you immediately upon your written demand and irrespective of any objection by the Applicant or any other party such amount or amounts as you may demand not exceeding in the aggregate the above mentioned amount, namely five million Saudi Riyals (SAR 5,000,000) by transfer to your account at any bank in the Kingdom of Saudi Arabia or in any other manner acceptable to you;
2. All payments made based on your demand shall be free and clear, without any present or future deduction for payment of any taxes, levies, duties, charges, fees, deductions or withholding of any nature whatsoever and by whomsoever imposed;
3. The undertakings contained in this License Fee Bank Guarantee constitute direct and fundamental obligations of ours and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source, such as change in the conditions of the licensing process or extension thereof or change in the scope or nature of work to be performed, or any omission, act or proceeding by you or by a third party which would excuse or discharge us from the obligations and liabilities stated in this Bank Guarantee;
4. This License Fee Bank Guarantee is of a continuing nature and shall remain valid and in full force and effect until [insert date] pursuant to the conditions of this bank guarantee. If you provide us with a written and signed notice on or before the date specified for the expiration of this bank guarantee (or any subsequent extensions pursuant to the conditions hereof) that we should extend the bank guarantee, we shall:

- a) Automatically extend this bank guarantee for the required period from the original expiration date of this bank guarantee or from the expiration date of any subsequent extensions, as specified in the extension request; or
 - b) Pay you the value of the bank guarantee;
5. We represent and confirm that the amount of this bank guarantee does not exceed twenty percent (20%) of the total paid-up capital and reserves of the bank; and
6. Any dispute with respect to this bank guarantee shall be resolved exclusively by the competent authorities in the Kingdom of Saudi Arabia and according to the Saudi laws, regulations, decisions, rules and instructions.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Issuing Bank]

[Date]

Appendix 10 Performance Bond Form

Appendix 10

[Note to Applicant: please print this form and complete in accordance with Section 4.3 of the RFA]

PERFORMANCE BOND FORM

Communications and Information Technology Commission
Imam Saud Ibn Abdulaziz Ibn Mohammed Road
Al Nakheel Al Gharbi
Riyadh 11588
Kingdom of Saudi

[Insert Date]

Name of Applicant.....

Dear Sirs,

Re: Request for Applications for a licensing a mobile Virtual Network Operator (MVNO) Services in the Kingdom of Saudi Arabia hosted with the Mobile Telecommunications Company (MTC) Saudi Arabia "Zain"

Since *[insert name of applicant]* have submitted their Application to provide Mobile Virtual Network Operator Services in the Kingdom of Saudi Arabia, we, *[Name of Issuing Bank]*, hereby unconditionally and irrevocably undertake to pay you the sum of twenty five million Saudi Riyals (SAR 25,000,000) in accordance with the following:

1. We shall pay you immediately upon your written demand and irrespective of any objection by the Applicant or any other party such amount or amounts as you may demand not exceeding in the aggregate the above mentioned amount, namely twenty five million Saudi Riyals (SAR 25,000,000) by transfer to your account at any bank in the Kingdom of Saudi Arabia or in any other manner acceptable to you;
2. All payments made based on your demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees deductions or withholding of any nature whatsoever and by whomsoever imposed;
3. Where this Performance Bond has been cashed in full or in part, we shall coordinate with the Licensee to restore the Performance Bond in full within a maximum period of 30 days.
4. The undertakings contained in this performance bond constitute direct and fundamental obligations of ours and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source, such as change in the conditions of the licensing process or extension thereof or change in the scope or nature of work to be performed, or any omission, act or proceeding by you or by a third party which would excuse or discharge us from the obligations and liabilities stated in this performance bond;

5. This performance bond is of a continuing nature and shall remain valid and in full force and effect for the term of the license pursuant to the conditions of this bid bond. If you provide us with a written and signed notice on or before the date specified for the expiration of this performance bond (or any subsequent extensions pursuant to the conditions hereof) that we should extend the performance bond, we shall:
 - a. Automatically extend this performance bond for the required period from the original expiration date of the performance bond or from the expiration date of any subsequent extensions, as specified in the extension request; or
 - b. Pay you the value of the performance bond.
6. We represent and confirm that the amount of this performance bond does not exceed twenty percent (20%) of the total paid-up capital and reserves of the bank; and
7. Any dispute with respect to this performance bond shall be resolved exclusively by the competent authorities in the Kingdom of Saudi Arabia and according to the Saudi laws, regulations, decisions, rules and instructions.

Yours faithfully,

[Signature of Authorized Signator[y/ies]]

[Name of Authorized Signator[y/ies]]

[Name of Issuing Bank]

[Date]

Appendix 11 Ownership Arrangements Letter Form

Appendix 11

[Note to Applicant: please print and complete]

OWNERSHIP ARRANGEMENTS LETTER FORM

Communications and Information Technology Commission
Imam Saud Ibn Abdulaziz Ibn Mohammed Road
Al Nakheel Al Gharbi
Riyadh 11588
Kingdom of Saudi Arabia

[Insert Date]

Name of Applicant:.....("the Applicant")

Dear Sirs,

Re: Request for Applications for a licensing a mobile Virtual Network Operator (MVNO) Services in the Kingdom of Saudi Arabia hosted with the Mobile Telecommunications Company (MTC) Saudi Arabia "Zain"

We, [insert name of Applicant] wish to apply for a MVNO License in the Kingdom of Saudi Arabia.

We warrant and undertake to you that:

- (a) the Applicant has entered into a MVNO Agreement (as defined in the Request for Applications) with [name of Host FBP] ("Host FBP"), a true, complete and accurate copy of which has been provided to CITC;
- (b) under the arrangements between the Applicant and the Host FBP, the Host FBP does not and, should the License be awarded to this Applicant, will not at any time:
 - i. own more than ten percent (10%) of any class of shares in the Applicant;
 - ii. nominate any person to the board of directors of the Applicant (or Licensee); or
 - iii. exercise control over the Applicant (or Licensee);
- (c) no other licensed FBP, nor any international telecommunications service provider who currently owns five percent (5%) or more of any licensed service provider in the Kingdom, may own or exercise any control over any class of shares in the Applicant.
- (d) appropriate confidentiality arrangements are in force between the Applicant and the Host FBP and:

- i. the Applicant has secured the agreement of the Host FBP that the Host FBP will not disclose any information contained within its Application to any other Applicant; and
 - ii. should the License be awarded to the Applicant, the Applicant will not, within a period of five years from the date of the issuance of the License, disclose to the Host FBP any information relating to its retail or retail marketing strategies, its customer care strategies or its intended range of retail services or pricing or bundling strategies as they are or evolve from time to time;
- (e) *[Name of MVNO Partner]* will own at least fifteen percent (15%) of the shares in the Applicant and has agreed to enter into a five year Management Agreement with the Applicant to provide it with the technology, know-how and operational and management experience required to enable it to provide MVNO services in KSA; and a true, complete and accurate copy of such agreement has been provided to CITC as part of the Application; and
- (f) no telecommunications service provider incorporated in another country which holds five percent (5%) or more of any class of shares in a Mobile FBP in the KSA owns or will own any shares in the Applicant or is able or will become able to exercise control over the Applicant.

The warranties and undertakings contained in this letter are integral to the award process and are of a continuing nature. In the event that any warranty is untrue or any undertaking is breached, we confirm that CITC may treat this as a breach of the conditions of the License and proceed in the manner provided for under CITC Statutes.

The provisions of this letter shall cease to apply in relation to any information that has ceased to be confidential and is then in the public domain.

This letter is governed by the laws of the Kingdom of Saudi Arabia and the courts of the Kingdom of Saudi Arabia shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this letter. The parties accordingly submit to the exclusive jurisdiction of the courts of the Kingdom of Saudi Arabia.

Yours faithfully,

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

Appendix 12 General Framework of MVNO Agreement

Appendix 12

General Framework of MVNO Agreement

1 MVNO Business Model

1.1 The following business models allowed in this phase of the licensing are as follow:

1.1.1 Basic MVNO – reselling wholesale mobile network services, leased/ purchased from a Host FBP, using its own sales and marketing capability and brand, and offering billing and customer care services in addition to the airtime and connectivity procured from its host mobile network; or

1.1.2 Enhanced MVNO – in addition to the activities described in sections (1.1.1.) above, managing its own service platforms, allowing it to differentiate its service from that offered by its Host FBP; or

1.1.3 Infrastructure-based MVNO – in addition to the activities described in section (1.1.2) above, the MVNO may establish some parts of its own core network, which may, for example, consist of a Mobile Switching Centre (MSC) and Home Location Register (HLR); the MVNO may also manage its own core transmission network to carry traffic provided that all transmission facilities are leased from CITC-licensed FBPs.

1.2 MVNO operator are required to provide customer care and billing services using its own sales and marketing capabilities and brand, and MVNOs shall not be permitted to only resell SIM cards through their own sales and marketing channels.

1.3 MVNOs are not permitted to build or operate their own international gateway or to establish their own radio access or wired or wireless transmission networks or to apply for frequency assignments for such purposes.

2 Procedures for Entering into MVNO Agreements

2.1 Any party wishing to apply for an MVNO license is solely responsible for completing the agreement with the Host MVNO and the CITC will not accept any request to intervene to resolve any dispute which may arise in achieving this Agreement.

2.2 If an amendment is made to the MVNO Agreement after the issuance of the license to the MVNO, the parties to that MVNO Agreement must provide a copy of any such amendment to the CITC within ten (10) working days before the starting date for its implementation. The MVNO Agreement or its subsequent amendment must not contain any clauses contrary to the CITC statutes and regulations in force in the Kingdom.

3 Principles for the Provision of MVNO services

3.1 Licensed MVNOs shall be entitled to issue and sell their own SIM cards for their services, in accordance with CITC statutes and related regulations.

4 Contents of MVNO Agreements

MVNO Agreements should contain, but are not limited to the following:

4.1 Framework

- 4.1.1 The term of the MVNO Agreement should be clearly stated with start and end dates of the Agreement, as well as renewal terms and conditions for the MVNO Agreement;
- 4.1.2 The MVNO Agreement should define the scope of the services to be provided by the Host FBP to the MVNO;
- 4.1.3 The MVNO Agreement may also define the services which are specifically excluded or not provided by the Host FBP to the MVNO;
- 4.1.4 The MVNO Agreement should contain provisions that allow the MVNO to meet all applicable CITC Quality of Service, Terms of Service and other regulatory obligations. The MVNO shall have the right to use its own brand in accordance with the Kingdom regulations ;
- 4.1.5 The MVNO shall have the right to source its SIM cards from a Host FBP or directly from a manufacturer. The MVNO shall abide by all CITC regulations and decisions issued by the CITC relating the use and distribution of SIM cards.
- 4.1.6 The MVNO Agreement should contain provisions for liability that are binding on each party to the MVNO Agreement;
- 4.1.7 The MVNO Agreement shall include provisions for continuity of the service and preservation of the rights of customers in the event of termination or suspension of the MVNO Agreement, pending settlement of obligations to customers in accordance with established procedures in the CITC.
- 4.1.8 The MVNO Agreement shall include procedures for dispute resolution and escalation; and
- 4.1.9 The MVNO shall have the right to resell mobile telecommunications services on a retail basis which are leased/ purchased as wholesale services from the Host FBP including mobile voice and data communications services.

4.2 Operations

This section should contain the following:

- 4.2.1 MVNO forecasts of anticipated demand and MVNO minimum purchase commitment required by the Host FBP must be justified in an appropriate manner;
- 4.2.2 The MVNO Agreement should contain change procedures for new, modified, extended or improved services;
- 4.2.3 The MVNO Agreement should allow sufficient time to make any necessary changes or adjustments to ensure provision and continuity of services to subscribers.
- 4.2.4 The MVNO shall be permitted to source its own SIMs and terminal equipment in accordance with the CITC statutes which shall conform to relevant approved CITC standards;

- 4.2.5 The Host FBP shall ensure the timely and accurate provision of information for billing. This shall include supply of Call Detail Records to the MVNO in an industry-standard format to allow the MVNO or an independent third party to carry out all aspects of the billing, billing reconciliation and invoicing functions required;.
- 4.2.6 The Host FBP shall provide all required billing information requested by the MVNO to permit MVNO customer billing inquiries to be resolved in a timely fashion;
- 4.2.7 The Host FBP shall comply with quality and network performance standards, in accordance with the criteria adopted by the CITC and shall inform the MVNO immediately of any fault affecting the MVNO subscribers and its subsequent repair.
- 4.2.8 MVNO has the right to lease transmission links to connect its equipment provided that these links must be leased from a licensed FBP in the Kingdom.
- 4.2.9 The MVNO Agreement must contain provisions that allow the MVNO to pass its international traffic through the Host FBP network. MVNOs are not permitted to build or operate their own international gateway.
- 4.2.10 The Host FBP must allow MVNO subscribers to make use of the wireless network (radio access network) at all locations that are available for the Host FBP's subscribers, whether through its stations or through national roaming agreements.

4.3 Service Level Agreement

This section should contain the following:

- 4.3.1 MVNO Agreement must specify clearly all services provided by the Host FBP to the MVNO and the quality of services indicators for the provision of those services. These indicators must meet or exceed the applicable quality targets contained in the CITC Quality of Service Regime and does not conflict with any other related requirements issued by CITC.

4.4 Technical

This section should contain the following:

- 4.4.1 Licensed MVNOs shall request number allocations from CITC in accordance with the National Numbering Plan and shall comply with the Mobile Number Portability regulations;
- 4.4.2 Licensed MVNOs may request signaling point code allocations from CITC in accordance with the Signaling Point Code Numbering Plan and any related CITC regulations and a Mobile Network Code in accordance with the National Numbering Plan;
- 4.4.3 The MVNO Agreement must ensure the compliance with criteria and standards adopted by the CITC;
- 4.4.4 The MVNO is responsible for ensuring compliance with regulatory requirements and security monitoring obligations and the Host FBP is required to provide the support required to permit the MVNO to meet these obligations; and
- 4.4.5 Cooperation between the parties to address fraud, forgery and intrusion activities. This shall extend to provisions to protect each Party's confidential information and for protection of any personal customer data.

4.5 Pricing

This section should contain the following:

- 4.5.1 The MVNO Agreement must include the relationship between wholesale and retail prices and the difference between them, and clearly state the wholesale prices for services that have no retail equivalent.
- 4.5.2 The MVNO Agreement must ensure that there is no restriction to international roaming subscribers within the Kingdom from selecting their desired network to enable the MVNO to benefit from roaming across its network.
- 4.5.3 The MVNO Agreement shall allow MVNOs to sign international roaming agreements for their subscribers.

Appendix 13 Compliance Checklist

Appendix 13

[Note to Applicant: please print and complete]

COMPLIANCE CHECKLIST

Communications and Information Technology Commission
Imam Saud Ibn Abdulaziz Ibn Mohammed Road
Riyadh 11588
Kingdom of Saudi Arabia

[Insert Date]

Name of Applicant.....

Dear Sirs,

Re: Request for Applications for a licensing a mobile Virtual Network Operator (MVNO) Services in the Kingdom of Saudi Arabia hosted with the Mobile Telecommunications Company (MTC) Saudi Arabia "Zain"

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

| Compliance Check-List | Compliant (Yes/No) | Reference to page numbers in the Application |
|--|-----------------------|---|
| <p>Cover Letter (Section 4.1)</p> <p>i. Cover Letter Form (Appendix 4)</p> <p>ii. Power of Attorney (Appendix 5)</p> | | |
| <p>Main Proposal (Section 4.2)</p> <p>i. Applicant's details (Section 4.2.1), including all items referred to in its sub-sections.</p> <p>ii. Copy of the signed MVNO Agreement between the applicant and the Host FBP (Zain) (Section 4.2.1). Note: The Applicant shall submit only one MVNO Agreement.</p> <p>iii. Copy of the draft Management Agreement with a foreign MVNO (Section 4.2.2);</p> <p>iv. Details of the experience of the MVNO Partner (Section 4.2.4)</p> <p>v. Documentation verifying the MVNO partner minimum requirements of at least two countries of operation, 250000 customers in total across all countries, and total annual gross revenues of at least SAR 250 million in any of the last 3 years.</p> <p>vi. Financial Comfort Letter (Appendix 6).</p> <p>vii. License Fee Bank Guarantee Form (Appendix 9).</p> <p>viii. Ownership Arrangements Letter (Appendix 11).</p> <p>IX. Business Proposal (Section [4.2.5] including Business Proposal Form as described in Appendix 7 and Pro-Forma Financial Summary as described in Appendix 8.</p> <p>X. Technical Proposal (Section [4.2.6]).</p> | | |
| <p>Processing Fee (Section 4.2.7 and Section 5.11)</p> | | |

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