

**LICENCE FOR ELECTRONIC COMMUNICATIONS MANAGED SERVICES OPERATIONS
IN THE REPUBLIC OF GHANA**



GRANTED BY THE NATIONAL COMMUNICATIONS AUTHORITY

UNDER THE

NATIONAL COMMUNICATIONS AUTHORITY ACT, 2008, ACT 769

TO

XXXX COMPANY LIMITED

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LICENCE FOR ELECTRONIC COMMUNICATIONS MANAGED SERVICES OPERATIONS IN GHANA

THE NATIONAL COMMUNICATIONS AUTHORITY (“THE AUTHORITY”), in accordance with the National Communications Authority Act, 2008, Act 769, hereby grants this Licence to **XXX Company LTD** to provide Electronic Communications Managed Services (ECMS) as specified in this Licence.

PART I. THE LICENCE

1 ARTICLE ONE : NAME OF THE LICENCE

1.1 This Licence shall be known as the **ELECTRONIC COMMUNICATIONS MANAGED SERVICES LICENCE**.

2 ARTICLE TWO: DEFINITIONS

2.1 In this Licence:

“Act” means the National Communications Authority Act, 2008, Act 769 and any amendments thereto;

“Affiliate” means as used with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, “Control” (including, with correlative “controlling”, “controlled by” and “under common control with”), as applied to any person, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person;

“Ancillary electronic communications work /service” any electronic communications work /service which a Licensed Electronic Communications Service Provider is permitted under its licence to provide or undertake in providing the licensed service such as ducting for cable laying, erecting of poles, mounting electronic communications tower etc. for the purposes of delivering the licensed service of the electronic communications service provider;

“Annual Regulatory Fee” means a yearly fee payable by the Licensee to keep its Licence operational;

“Authority”	means the National Communications Authority established under the National Communications Authority Act, 2008, Act 769;
“Body Corporate”	has the same meaning assigned to it under the First Schedule of the Companies Act, 2019 (Act 992);
“Commercial Launch Date”	means date of commencement of Licensed Services to the general public by the Licensee;
“Computer Emergency Response Team (CERT)”	means a group of experts who are tasked with operations supporting the detection, analysis and containment of a cyber-incident and response, and involves qualified personnel, technology systems and processes to handle incident response operations;
“Commercial Entity”	means a licensed entity that provisions and sells Network Capacity on behalf of a licensed Electronic Communications Service and Network Provider to other licensed electronic communications service providers based on agreed terms and conditions approved by the Authority;
“Court”	means the High Court of Ghana;
“Coverage”	means availability of service signals in an area where users can originate and receive voice or data signals;
“CST”	means Communications Service Tax;
“Cybersecurity”	means the collection of tools, policies, security concepts, security safeguards, guidelines, risk management approaches, actions, training, best practices, assurance and technologies that can be used to protect the cyber environment and organisation’s and user’s assets. Organisation and user’s assets include connected computing devices, personnel, infrastructure, applications, services, telecommunications systems, and the totality of transmitted and/or stored information in the cyber environment;
“Cybersecurity Obligations”	means the cybersecurity obligations set out in Clause 5 of Schedule 2;

“Cybersecurity Incident”	means any act or attempt, successful or unsuccessful, to gain unauthorised access to, disrupt or misuse information system or information stored on such information system;
“EC Act”	means the Electronic Communications Act, 2008 (Act 775) and any amendments thereto;
“Electronic Communications”	means any communications through the use of wire, radio, optical or electromagnetic transmission emission or receiving system or any part of these;
“Electronic Communications Network”	means any wire, radio, optical or electromagnetic transmission, emission or receiving system, or any part thereof, used for the provision of an Electronic Communications Service;
“Electronic Communications Managed Services”	means managing an Electronic Communications Service and or electronic communications network or infrastructure on behalf of a licensed Electronic Communications Service Provider.
“Electronic Communications Service”	means a service providing electronic communications and includes a closed User group service, a Private Electronic Communications Service, a Public Electronic Communications Service, a radio communications service and a Value Added Service;
“Electronic Communications Service Provisioning”	means making available resources necessary for an electronic communication service by allocating those resources in a network of an Electronic Communications Service Provider
“Effective Date”	means the date, below inscribed at Article 4.1 of this Licence;
“Emergency Electronic Communications Handlers”	means an entity that is authorised to provide emergency electronic communications on behalf of the State during disaster and/or emergency situations in the Republic of Ghana;

“End-User”	means a subscriber to the services provided by a User of an electronic communications managed services.
“Facility”	means a physical component of a Electronic Communications Network, other than Terminal Equipment, including wires, lines, terrestrial and submarine cables, wave guides, optics or other equipment or object connected therewith, used for the purpose of telecommunication and includes any post, pole, tower, standard, bracket, stay, strut, insulator, pipe, conduit, or similar thing used for carrying, suspending, supporting or protecting the structure;
“Force Majeure”	includes any of the following circumstances: <ul style="list-style-type: none"> - acts of God, riot or civil commotion; - strikes, lock-outs and other industrial disturbances; - wars, blockades or insurrection; - earthquake, hurricane, flood, fire or explosions; - outbreak of pestilence or epidemics; - wartime or emergency controls imposed by government; and - embargoes or trade restrictions;
“GETFund Levy”	means Ghana Education Trust Fund Levy;
“GIFEC”	means Ghana Investment Fund for Electronic Communications;
“Government”	means the Government of Ghana;
“Industry”	means all Communications Service Providers;
“Interconnection”	means the linking of Public Electronic Communications Networks and services to allow the Users of one Public Electronic Communications Service to communicate with Users of another Public Electronic Communications Service, and to access the services of that provider;
ITU	means International Telecommunications Union- a specialised United Nations Agency

for Information and Communications Technologies (ICTs);

“ITU Treaties”

means the regulations of the International Telecommunication Union, including but not limited to the International Telecommunications Regulations as adopted from time to time and in force;

“Licence”

means this Mobile Cellular Licence which authorises the Licensee to:

- a) install and operate the Licensed Network and facilities;
- b) provide the Licensed Services; and
- c) Frequency Authorisation; together with the Schedules and Annexes;

“Licence Fee”

means the amount payable by the Licensee to the Authority as set out in Clause 1 of Schedule 1;

“Licensed Area”

means the territory of Ghana;

“Licensed Networks”

means a network of a licensed Electronic Communications Service Provider;

“Licensed Services”

means those Electronic Communications Services set out in Annex A;

“Licensee”

means ABC Company Ltd;

“Locality”

means the part of the licensed area that is served by a licensed network resource. The licensed network resource may be the switching or radio equipment that serves the user;

“Minister”

means the Minister to whom responsibility for Communications is assigned;

“Network Capacity”

means network infrastructure capacity such as trunk capacity or bandwidth, storage, and space, that allows the delivery of network services such as voice and data.

NCA CERT

National Communications Authority Computer Emergency Response Team;

“Net Revenue (NR)”	<p>means Gross Revenue (GR) less Value Added Tax (VAT), National Health Insurance Levy (NHIL), GETFund Levy, Communications Service Tax (CST), and Interconnect Charges (IC)</p> <p>i.e. $NR = GR - (VAT + NHIL + GETFund\ Levy + CST + IC)$;</p> <p>“The above calculation of NR is subject to any government review of statutory taxes applicable to telecommunication services but excluding corporate tax”;</p>
“Network Termination Point”	<p>means the point designated for connection of Terminal Equipment by a User to a Electronic Communications Network;</p>
“Operator”	<p>means a person licensed under the Act to operate a Electronic Communications Network;</p>
“Public Ground”	<p>includes any open or enclosed space to which, for the time being, the public has or is permitted to have access;</p>
“Public Interest”	<p>includes any right or advantage which ensures or is intended to ensure to the benefit generally of the whole of the people of Ghana;</p>
“Public Electronic Communications Network”	<p>means a Electronic Communications Network used to provide a Public Electronic Communications Service;</p>
“Public Electronic Communications Service”	<p>means a Electronic Communications Service, including a Public Telephone Service, offered to members of the general public, whereby one User can communicate with any other User in real time, regardless of the technology used to provide such service;</p>
“Public Telephone Service”	<p>means the commercial provision to the public of the direct transport and switching of voice telephony in real time from and to Network Termination Points;</p>
“QoS”	<p>means Quality of Service;</p>

“Radiocommunication Service”	means an Electronic Communications Service that is provided through the transmission, emission or reception of electromagnetic waves;
“Regulations”	means the Electronic Communications Regulations, 2011 (L.I. 1991) and any amendments thereto;
“Renewal Fee”	means a fee payable by the Licensee on the renewal of this Licence;
“Security”	includes the usual meaning given to it in relation to information security, namely protecting confidentiality, integrity and availability
“Service / Network Benchmarking”	means taking stock of the network or the licensed service against cost, security, and performance goals.
“Service Provider”	means an entity licensed under the Act to provide a Electronic communications services;
“Significant Interest”	<p>in respect of a company, means a holding or interest in the company or in any holding company of the company held or owned by a person, either alone or with any other person, whether legally or equitably, that entitles or enables the person, directly or indirectly –</p> <ul style="list-style-type: none"> (a) to control ten per cent (10%) or more of the voting rights of that company at a general meeting of the company, or (b) to a share of ten per cent (10%) or more in dividends declared and paid by the company, or (c) to a share of ten per cent (10%) or more in any distribution of the surplus assets of the company;
“Significant Period”	means more than four hours;
“Spectrum”	means the continuous range of electromagnetic wave frequencies used for telecommunications and broadcasting;
Sub-contractor	an entity duly authorised by the National Communications Authority to undertake Ancillary Electronic Communications

	Works/Service within the electronic communications industry;
“Telecommunications”	includes the transmission, emission or reception of signals, writing, pulses, images, sounds or other intelligence of any kind by wire, radio, terrestrial or submarine cables, optical or electromagnetic spectrum or by way of any other technology;
“Terminal Equipment”	means equipment on the User’s side of the Network Termination Point that is connected directly or indirectly to an Electronic Communications Network by wire, radio, optical or electromagnetic means and with which a User can originate, process or terminate Telecommunications;
“Universal Access”	means the provision of convenient and affordable telecommunications access, on a community basis, through public access facilities such as Internet Cafe to the whole population, particularly, in rural areas and in peripheral or unserved urban areas;
“Universal Service”	means the provision of Broadband and/or Telecommunications Services to individuals or households, which may consist of both basic traditional telephone services, and broadband information and communications services that include voice, data services, access to the Internet, local relevant content and government services, that are available, affordable and of high quality;
“User”	means a client of an electronic communications managed services licensee licensed by the Authority to provide electronic communications services to the general public or another licensee of electronic communications service
“Utility Installation”	means any physical component of a system owned or operated by a public utility to provide piped water or electricity;
“Utility Installation Owner”	means the owner of any Utility Installation;

- 2.2 Unless the context otherwise requires, as used in this Licence,
- 2.2.1 including” means “including, without limitation;”
 - 2.2.2 words in the singular include the plural;
 - 2.2.3 words in the plural include the singular;
 - 2.2.4 words applicable to one gender shall be construed to apply to each gender;
 - 2.2.5 the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Licence, including the Schedules and Annexes hereto;
 - 2.2.6 “Clause” means either a clause or a sub-clause; and
 - 2.2.7 The terms “Clause” and “Schedule” and “Annex” shall refer to the specified Clause or Schedule or Annex of or to this Licence and references to paragraphs shall refer to the relevant paragraph of a specified Schedule or Annex.
- 2.3 The Schedules and Annexes to this Licence are incorporated herein by reference and made a part hereof for all purpose.
- 2.4 Titles and headings are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Licence.

3 ARTICLE THREE: SCOPE

- 3.1 The Licensee is hereby authorised to offer Electronic Communications Managed Services to a licensed/authorised Electronic Communications Service Provider or Electronic Communications Network Provider.
- 3.2 The Licensee shall manage the infrastructure or the network of a licensed/authorised Electronic Communications Service Provider or Electronic Communications Network Provider.
- 3.3 The Licensee may, at the request of a licensed/authorised Electronic Communications Service Provider or Electronic Communications Network Provider, build the infrastructure or the network of the said licensed/authorised Electronic Communications Service Provider or Electronic Communications Network Provider.
- 3.4 The Electronic Communications Managed Services may include the following:
- 3.4.1 Operating a Network Operations Centre (NOC) for the purpose of monitoring the network of a licensed/authorised Electronic Communications Service Provider or Electronic Communications Network Provider.
 - 3.4.2 Providing network maintenance and operation services which may include but are not limited to the following:
 - 3.4.2.1 Network quality testing, service and network benchmarking,

- 3.4.2.2 Electronic Communications Service Provisioning,
- 3.4.2.3 Electronic communications service or network optimisation and expansion of a licensed network and services on behalf of a licensed/authorised Electronic Communications Service or Electronic Communications Network Provider,

for purposes of meeting its quality of service obligations.

3.4.3 Importing Electronic Communications Equipment and its accessories on behalf of the licensed Electronic Communications Service or Electronic Communications Network Provider for the purpose of the Managed Services.

3.4.4 Providing other Ancillary Electronic Communications Works or Services considered as electronic communications service behalf of the licensed Electronic Communications Service or Electronic Communications Network Provider.

3.5 The managed service licensee shall not:

3.5.1 Provide its own branded electronic communication services to End-Users of both private and public electronic communications services but may install and maintain electronic communications equipment to End Users on behalf of the licensed/authorised Electronic Communications Service Provider or Electronic Communications Network Provider.

3.5.2 own frequency spectrum for the purposes of providing managed services.

3.5.3 Own any numbering resources for the purpose of providing Electronic Communications Managed Services except the Special Numbering Resources (SNRs) for which they have to apply to the Authority.

3.5.4 Own any part of the licensed Electronic Communications.

3.5.5 Import and sell Electronic Communications Equipment under this licence.

3.6 For the avoidance of doubt, nothing in this Licence grants the Licensee the right to establish or operate any Electronic Communications Network, or provide any Electronic Communications Service unless otherwise authorised by the Authority.

3.7 In the event that the Licensee intends to provide additional services not included in the scope of this Managed Service Licence, it shall submit a written request for clarity and approval from the Authority prior.

3.8 Pursuant to Articles 3.1 and 3.2 of this Licence, the Licensee shall pay a fee, as shall be determined by the Authority, for the establishment and/or operation of any Electronic Communications Managed Services.

4 ARTICLE FOUR: DURATION AND RENEWAL

- 4.1 This Licence is granted for a term of ten (10) years, effective XXXX, 2022.
- 4.2 The Authority shall renew this Licence upon request by the Licensee for an additional term of ten (10) years upon expiration of the ten (10) year term specified in Article 4.1, provided that none of the reasons set out in Article 4.7 would cause the Authority to refuse such a request for renewal.
- 4.3 Application for renewal of this Licence shall be made to the Authority no later than three (3) months before the expiry of the Licence term.
- 4.4 Where the Licensee does not wish to renew the Licence, it shall notify the Authority no later than twenty-four (24) months prior to the expiration of the Licence.
- 4.5 On granting a renewal of this Licence, the Authority may, in consultation with the Licensee, and in accordance with the Act and Regulations, vary the terms of the Licence if the conditions then prevailing require such variation and it is reasonable to do so.
- 4.6 Renewal of this Licence shall not take effect until the Licensee has paid in full all licence fees, annual regulatory fees including fees payable to GIFEC and any other fees or levies including fines, etc. owed under this Licence.
- 4.7 The Authority shall renew this Licence for a period of ten (10) years unless the Licensee fails to comply with any of the conditions set out in Clause 7, Schedule 2 of this Licence.
- 4.8 Before determining not to renew a Licence pursuant to Article 4.7, the Authority shall give the Licensee adequate advance notice, which shall, except as provided for in Article 4.7, not be less than one hundred and eighty (180) days, in writing of its intention not to renew the Licence, specifying the grounds on which it proposes not to renew, and shall allow the Licensee to present its views and to submit to the Authority within a such reasonable time as the Authority may specify, a written statement of objections to the decision not to renew the Licence, which the Authority shall take into account.

5 ARTICLE FIVE: ASSIGNMENT AND TRANSFER OF LICENCE

- 5.1 The Licensee shall comply with the provisions of the Act and the Regulations with respect to the assignment, sale, transfer, charge or other disposition of a Significant Interest in the Licence.

- 5.2 Any merger or acquisition of this Licence shall be subject to the prior written approval of the Authority as well as any regulations, guidelines or directives the Authority may issue from time to time.

6 ARTICLE SIX: PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING

- 6.1 Except as specified in Article 5, the Licensee shall notify and obtain the prior written approval of the Authority regarding any change in control of the shares in the Licensee.
- 6.2 The Licensee shall not be obliged to obtain the prior approval of the Authority in respect of any 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 does not exceed 10% of the total number of shares in the Licensee to which this Article applies. This provision shall apply whether or not the change has previously been notified to the Authority in accordance with this Article.

7 ARTICLE SEVEN: APPROVAL OF JOINT VENTURES

- 7.1 The Licensee shall give particulars of any agreements or arrangements to which this Article applies to the Authority for approval before the coming into effect of such agreements or arrangements.
- 7.2 These agreements or arrangements between the Licensee and any person may include agreements or arrangements:
- 7.2.1 For the establishment or control of anybody corporate for the purpose of:
 - 7.2.1.1 Providing Electronic Communications Services in Ghana, which requires a Licence; or
 - 7.2.1.2 The production of telecommunications equipment for supply in Ghana where such production would lead to a monopoly situation which would not otherwise exist in relation to the supply of telecommunications equipment of any description in Ghana;
 - 7.2.2 For the establishment of a partnership for any of the purposes and in any of the circumstances specified in Article 7.2.1 above;
 - 7.2.3 For the purpose of providing Electronic Communications Services, in the nature of a joint venture, that requires a Licence.

8 ARTICLE EIGHT: SUSPENSION, TERMINATION, AND AMENDMENT OF LICENCE

8.1 This Licence is subject to suspension, termination and amendment in accordance with the provisions of Clauses 6 and 7 of Schedule 2 of this Licence, the Act, the EC Act and the Regulations.

8.2 Except as provided in the Act or any similar legislation enacted in their place, in the case of a termination of this Licence pursuant to this Clause 8, no compensation shall be owed or paid to the Licensee by the Authority.

9 ARTICLE NINE SUB-CONTRACTING AND HUMAN RESOURCE DEVELOPMENT

9.1 The Licensee shall not be limited in the use of Sub-contractors to operate its Licensed Service.

9.2 Any sub-contract shall provide that the Sub-contractor agrees to comply with the terms and conditions of this Licence, the Regulations, and the Act and any future communications laws, regulations, and directives that the Authority may enact.

9.3 Use of a Sub-contractor shall not relieve the Licensee of any of its obligations under this Licence.

9.4 In Accordance with Article 4(d) of the Act, the Licensee shall

9.4.1 ensure that its sub-contractors are adequately resourced in terms of human resources and technology capability in line with licensed service.

9.4.2 not deploy expatriates to execute the Licence Service, which otherwise can be undertaken by Ghanaians.

9.4.3 ensure that its human resources are adequately trained to execute the most complex aspect of the Licensed Service.

9.4.4 shall file with the Authority its human resource development and workforce plan, training and development undertaken retention and statistics on staff turnover, and any other information that the Authority may require.

9.5 The Licensee shall ensure that its staff and sub-contractors are adequately trained in occupational health and safety performance.

PART II. CONDITIONS OF THE LICENCE

10 ARTICLE TEN LICENCE AND REGULATORY FEES

10.1 In consideration for the grant of this Licence, the Licensee shall pay all fees and charges without any deductions whatsoever as set out in Schedule 1.

10.2 This Licence shall only remain operational subject to the payment of all fees and charges for the succeeding years, notwithstanding whether or not the Authority has served the Licensee with an invoice.

11 ARTICLE ELEVEN ACCESS TO FACILITIES

11.1 The Licensee shall provide other licensees with access to Facilities that it owns or controls in accordance with Clause 8 of Schedule 2 of this Licence.

- 11.2 The Licensee shall negotiate access to its Facilities with other Operators and public utilities on a non-discriminatory and equitable basis.
- 11.3 The Licensee may not unreasonably refuse access to a Facility except where it demonstrates to the Authority that there is insufficient capacity in such Facility, taking into account its reasonably anticipated requirements for reasons of safety, security, reliability or difficulty of a technical or engineering nature.

12 ARTICLE TWELVE INFORMATION REQUIREMENTS

- 12.1 The Licensee shall provide the Authority with any relevant agreements (including agreements with any Affiliate) and such relevant accounting, financial, costs, technical and other information concerning any Licensed Services as the Authority may reasonably request to enable the Authority to carry out its functions under the Act.
- 12.2 Without limiting the generality of Article 12.1, the Licensee shall provide to the Authority annually an audited financial statement showing the profit and loss statement, balance sheet, cash flow and rates of depreciation, in accordance with the Act, EC Act and the Regulations.
- 12.3 Without limiting the generality of Article 12.1, the Licensee shall provide to the Authority a report on the Licensed Services with respect to the Scope of this Licence, sub-contractors, and other technical partners engaged in the delivery of the Licenced Service and the scope of engagement.
- 12.4 The Licensee shall, within one (1) year after the Effective Date and in consultation with the Authority, adopt a cost accounting plan to ascertain the costs of individual elements of the Licensed Networks and the costs of providing components of its Licensed Services. The Licensee shall use such information to develop prices or offer interconnection, where required by this Licence, the Regulations, the Act or the EC Act.

13 ARTICLE THIRTEEN RETENTION OF RECORDS

- 13.1 The Licensee shall comply with provisions of the Data Protection Act, 2012 (Act 843) and the Cyber Security Act, 2020 (Act 1038) as far as they relate to the retention of records on Electronic Communications Services.
- 13.2 Notwithstanding Article 13.1, the Licensee shall comply with data retention periods as specified in Annex B.

14 ARTICLE TWENTY PRIVACY AND CONFIDENTIALITY

- 14.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any:

- 14.1.1 confidential, personal, and proprietary information obtained in the course of its business from any User, where such information originates from any such User;
 - 14.1.2 information regarding usage of a Licensed Service; or
 - 14.1.3 information received or obtained in connection with the operation of a Licensed Network or the provision of a Licensed Service; unless the User has given his or her consent to such use or disclosure.
- 14.2 Notwithstanding Article 20.1, the Licensee is permitted to use such confidential information to operate its Licensed Networks or Licensed Services, bill and collect charges, protect its rights or property or prevent Users or other Operators or Service Providers from the fraudulent use of the Licensed Networks or the Licensed Services.
- 14.3 The Licensee shall establish and implement procedures for maintaining the confidentiality of information subject to this Article 14 of this Licence, and submit same to the Authority within three (3) months of the grant of this Licence. The Licensee shall also submit any other modifications to the procedures to the Authority.

15 ARTICLE FIFTEEN RIGHTS OF ACCESS

- 15.1 The Licensee may install and maintain the Facilities as specified in Clause 9 of Schedule 2.
- 15.2 In installing and maintaining the Facilities, the Licensee is obligated to repair any damage to Utility Installations in accordance with Clause 10 of Schedule 2.
- 15.3 In the course of surveying land to determine its suitability for the establishment or operation of any facility of the Licensee, the Licensee may, by its officers or agents duly authorised in writing and on production of the authorisation, have access to lands in accordance with Clause 11 of Schedule 2.
- 15.4 The Licensee may install and maintain Facilities on any land or buildings in connection with its Licensed Services in accordance with Clause 12 of Schedule 2, and in the event of any damage to land or buildings or any dispute with any person in connection therewith, the Licensee agrees that such matter shall be referred to the Authority for resolution.
- 15.5 The Licensee shall continue to have such rights of way to roads or other public grounds to operate the Licensed Networks as it has, as of the Effective Date.

16 ARTICLE SIXTEEN REPRESENTATIONS AND WARRANTIES OF LICENSEES

By accepting this Licence, the Licensee hereby represents and warrants to the Authority as follows:

- 16.1 That the Licensee is a Body Corporate registered under the Companies Act, 2019 (Act 992), validly existing and in good standing under the laws of Ghana and has the power to own its properties and conduct its business as it is presently being conducted or, if an individual, a citizen of Ghana who is not barred by law from receiving this Licence and is legally competent to own properties and conduct business under the Licence;
- 16.2 That the Board of Directors and Shareholders of Licensee have taken all actions required by the Act, the EC Act, Regulations or otherwise to authorise the execution, delivery and performance of this Licence;
- 16.3 That this Licence has been validly executed and delivered by the Licensee, and together with the due authorisation, execution and delivery hereof by the Authority, constitutes the legally valid and binding obligation of the Licensee, enforceable against the Licensee in accordance with its terms, except that such enforcement may be limited by any applicable legal provisions relating to bankruptcy, insolvency, reorganisation, moratorium or similar laws now and hereafter in effect affecting creditors' rights generally; and
- 16.4 That the execution and delivery of this Licence and the performance of obligations hereunder by the Licensee shall not:
 - 16.4.1 violate any provision of the Act, EC Act, Regulations or by-laws (or other constituent documents) of Licensee;
 - 16.4.2 violate, or constitute a default under, or permit the termination of any agreement or other instrument to which Licensee or any of its Affiliates is a party or by which it is bound;
 - 16.4.3 violate, or constitute a default under, or permit the termination or acceleration of the maturity of any debt or obligation of Licensee or any of its Affiliates;
 - 16.4.4 require the consent of any party to any material agreement to which Licensee or any of its Affiliates is a party or by which any of them is bound;
 - 16.4.5 result in the creation or imposition of any lien or encumbrance on any capital or any properties or assets of the Licensee or any of its Affiliates;
or
 - 16.4.6 violate any statute or law or any judgement, decree, order, regulation or rule of any governmental authority or court to which the Licensee or any of its Affiliates is subject, except, with respect to the matters previously referred to in the Article above. Such

defaults, terminations, accelerations, liens, encumbrances, violations and lack of consent would not, in the aggregate have a material adverse effect on the business or operations of the Licensee as presently conducted, or on the ability of the Licensee to perform its obligations under this Licence, or delay and/or hinder the performance of the Licensee's obligations.

17 ARTICLE TWENTY-THREE AUTHORISATIONS, PERMITS AND LICENCES

- 17.1 The Licensee shall obtain all authorisations, permits and licences, which may be necessary under any applicable laws for the provision of the Licensed Services.
- 17.2 The Licensee shall obtain all necessary licences and permits including building permits and other non-electronic communications permits required to build, implement, modify and remove installations and buildings in accordance with the applicable laws and regulations.

18 ARTICLE TWENTY-FOUR OWNERSHIP

- 18.1 Not later than the 31st March of each year following the Effective Date, the Licensee shall deliver to the Authority a report on the current ownership of the Licensee. The report shall contain the following information:
- 18.1.1 In the case of an individual owner, the name of that individual;
- 18.1.2 In the case of a partnership as owners, the name of each partner and the interest of each partner; or
- 18.1.3 In the case of a company or other organisation as owner, the name, residence, citizenship, and shareholding of, every officer, director and of any shareholder, holding shares amounting to five per cent (5%) or more of the votes of the company.
- 18.1.4 In the case of a Trust, the name of the Trustees and details of beneficiaries under the Trust
- 18.1.5 In the case of government ownership, the name of the Ministry or agency representing the Republic of Ghana.
- 18.2 If in the Authority's opinion, any change in the Licensee's shareholding structure, (whether or not notified to the Authority pursuant to this condition), creates or has the potential of creating a monopoly or cross-ownership situation, the Authority 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.

19 ARTICLE NINETEN INFRACTIONS AND SANCTIONS

19.1 The Authority may impose penalties for infractions of this Licence in accordance with the provisions of this Licence, the Regulations, the Act and the EC Act.

20 ARTICLE TWENTY FORCE MAJEURE AND SERVICE INTERRUPTIONS

20.1 The Licensee shall not be in breach of this Licence, if and to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.

20.2 During any period of Force Majeure or service interruption for a significant period, the Licensee shall not charge any affected User for any Licensed Service affected and shall use its best endeavours to restore any affected Licensed Service.

20.3 The Licensee shall, in consultation with the Authority, other Operators, Service Providers and Public Utilities, establish a recovery plan to operate the Licensed Networks and provide the Licensed Services in cases of Force Majeure and where there is serious and substantial interruption in the provision of the Licensed Services.

21 ARTICLE TWENTY-ONE COMPLIANCE AND DISPUTES

21.1 The Licensee shall comply with such directives, orders and guidelines as the Authority shall issue pursuant to ITU Treaties, other applicable international agreements, the Regulations and the Act.

21.2 The Authority may, where the Licensee has breached any condition in this Licence and has violated any provision of the Regulations, the Act and the EC Act, take any action authorised under Article 25 of this Licence, the Regulations, the Act and the EC Act.

21.3 The Licensee shall cooperate with other providers of communications services to the extent required by the Regulations, the Act and the EC Act.

21.4 The Licensee shall not submit any information required to be submitted under this Licence, which to the knowledge of the Licensee is false.

22 ARTICLE TWENTY-TWO DISPUTE RESOLUTION

22.1 The Authority shall settle:

22.1.1 Any dispute between the Licensee and its customers relating to the provision of the Licensed Services, which the Authority is capable of resolving, in accordance with established procedures for redressing grievances of customers,
and

22.1.2 Any other dispute between the Licensee and its customers within the scope of the powers given under the Act and the Regulations.

23 ARTICLE TWENTY-NINE JURISDICTION

23.1 This Licence and the legal relations between the Licensee and the Authority and any claim instituted by the Licensee or the Authority with respect to matters arising under, in connection with or in respect of this Licence shall be governed by and construed in accordance with the laws of the Republic of Ghana.

24 ARTICLE THIRTY PARTIAL INVALIDITY

24.1 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 enforceability of any other provision in or obligation under this Licence.

25 ARTICLE TWENTY FIVE NOTICES

25.1 Any notices or consents to be given to the Licensee shall be delivered by courier, facsimile, email or personal delivery to:

The Chief Executive Officer
ABCDL LTD
ACCRA, Ghana

25.2 Any notices or consents to be given to the Authority shall be delivered by courier, facsimile, email or personal delivery to:

The Director General
National Communications Authority
NCA Towers
No 6, Airport City,
P. O. Box CT 1568
Accra, Ghana.

Fax: +233-30-2763449

Email: dg@nca.org.gh

GRANTED BY THE NATIONAL COMMUNICATIONS AUTHORITY IN ACCRA, GHANA

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR AUTHORISED SIGNATORIES TO SET THEIR HANDS HEREUNTO ON THIS DAY OF 2026

Signed for and on behalf of **NATIONAL COMMUNICATIONS AUTHORITY:**

Name:

Title:

Signature:

In the presence of: -

Name:

Title:

Signature:

Signed for and on behalf of **XXX Company Ltd (GHANA):**

Name:

Title:

Signature:

In the presence of: -

Name:

Title:

Signature:

SCHEDULE 1 FEES PAYABLE BY THE LICENSEE

CLAUSE 1 LICENCE FEES

- 1.1 The Licensee shall pay a Licence Fee of **One Million Ghana Cedis (GhC1,000,000.00)**, the receipt of which is hereby acknowledged.

CLAUSE 2 ANNUAL REGULATORY FEES

- 2.1 The Licensee shall pay an annual regulatory fee of one per cent (1%) of its Annual Net Revenues to the NCA.
- 2.2 The said regulatory fee shall be payable quarterly and by the last business day of the month succeeding the quarter for which payment is being made.
- 2.3 In the event that the Licensee fails to pay its regulatory fees by the period specified in Clause 2.2 above:
 - 2.3.1 The overdue regulatory fee shall attract a fine of 1.5% of the amount due for each month or part of a month after the expiration of the stipulated time frame in accordance with the Section 2 of the Electronic Communications Amendment Act, 2009 (Act 786).
 - 2.3.2 The Licensee shall provide a bank guarantee or a guarantee from a reputable financial institution which is acceptable to the Authority for the overdue regulatory fee.

CLAUSE 3 GHANA INVESTMENT FUND FOR ELECTRONIC COMMUNICATIONS (GIFEC)

- 3.1 The Licensee shall pay to the Ghana Investment Fund for Electronic Communications (GIFEC), one percent (1%) of its Annual Net Revenues.
- 3.2 The said amount shall be payable to GIFEC quarterly and by the last business day of the month succeeding the quarter for which payment is being made.
- 3.3 In the event that the Licensee fails to pay its regulatory fees by the period specified in Clause 3.2 above
 - 3.3.1 The overdue regulatory fee shall attract a fine of 1.5% of the amount due for each month or part of a month after the expiration of the stipulated time frame in accordance with Section 2 of the Electronic Communications Amendment Act, 2009 (Act 786).

The Licensee shall provide a bank guarantee or a guarantee from a reputable financial institution which is acceptable to the Authority for the overdue regulatory fee.

CLAUSE 4 OTHER FEES AND CHARGES

4.1 The Licensee shall pay other fees or charges as applicable by Law.

SCHEDULE 2 GENERAL CONDITIONS

PART I

1 GENERAL PROVISIONS

The Licensee shall pay the fees specified in Schedule1 above and shall not assign the Licence without the prior written approval of the Authority.

2 TRANSFER OF OWNERSHIP

- 2.1 A person owning or holding a Significant Interest in the Licensee shall not sell, transfer, charge or otherwise dispose of his interest in the Licensee, or any part of his interest, unless the prior written approval of the Authority has been obtained; such approval shall not be unreasonably withheld.
- 2.2 The Licensee shall not, unless the prior written approval of the Authority has been obtained cause, permit or acquiesce in a sale, transfer, charge or other disposition referred to in Clause 1.1 of this Schedule or issue or allot any shares or cause, permit or acquiesce in any other reorganisation of its share capital that results in a person acquiring a Significant Interest in the Licensee, or a person who already owns or holds a Significant Interest in the Licensee, increasing or decreasing the size of his interest; such approval shall not be unreasonably withheld.
- 2.3 Notwithstanding anything in Clause 1.2 above, where a sale, transfer, charge or other disposition referred to in Clause 1.1 of this Schedule is a result of an internal reorganisation of a Body Corporate that does not constitute ultimate transfer of control of the Licensee, the prior written approval of the Authority shall not be required; and the Licensee shall, as soon as reasonably practicable, notify the Authority of the nature and extent of such sale, transfer, charge or other disposition.
- 2.4 The Authority shall, in respect of a Licensee whose shares are publicly traded on a stock exchange recognised by the Authority, waive the obligation to obtain approval under Clause 1.1 of this Schedule and any such waiver shall be subject to a condition that the Licensee shall, as soon as reasonably practicable, notify the Authority of any sale, transfer, charge or other disposition referred to in Clause 1.1.

3 OBLIGATIONS OF LICENSEE

- 3.1 The Licensee shall in addition to compliance with any directions issued under the Act:
 - 3.1.1 Submit to the Authority such information with respect to the development of its network or service;

- 3.1.2 Provide Users, under conditions which are published or are otherwise filed with the Authority, access to and the opportunity to use such network or service on a fair and reasonable basis.

4 OBLIGATIONS WITH RESPECT TO CONFIDENTIALITY AND DATA PROTECTION

- 4.1 The Licensee shall maintain the confidentiality and integrity of, and not use or disclose any confidential, personal and proprietary information of any User (s), or other Operator (s) or any information regarding usage of the Licensed Service or information received or obtained in connection with the operation of the Licensed Network or provision of the Licensed Service, for any purpose other than to operate the Licensed Network or Licensed Service, bill and collect charges, protect the rights or property of the Licensee or protect Users or other Operators or Service Providers from the fraudulent use of the Licensed Network or Licensed Service; except as otherwise permitted by the User, other Operators or as required by warrant, court order or other government agency with competent authority.
- 4.2 The Licensee shall institute reasonable technical and organisational measures and procedures in line with international best practices and standards to safeguard the confidentiality and integrity of business secrets and personal data concerning its Users, which it acquires in the course of its business. The Licensee shall appoint one of its officers to be in charge of the implementation, compliance and supervision of such measures and procedures. On the 31st March of each calendar year starting with the first calendar year following the Effective Date, the Licensee shall submit to the Authority, an annual report for the preceding calendar year setting forth such measures and procedures which have been established by the Licensee to maintain confidentiality, and describing the effectiveness thereof and any necessary changes and improvements thereto.
- 4.3 The Licensee shall comply with reasonable inspection procedures and reporting requirements established or to be established by the Authority relating to the measures set out in Clause 4.2. If the Authority determines that the Licensee is not complying with its obligations under Clause 4.2 the Authority may establish such measures and procedures, which it deems appropriate at the expense of the Licensee.
- 4.4 The Licensee shall comply with the provisions of the Data Protection Act, 2012 (Act 843), and Cyber Security Act, 2020 (Act 1038), as well as any directives or guidelines the Authority may issue from time to time.

5 OBLIGATIONS WITH RESPECT TO CYBER SECURITY

Security Measures

- 5.1 The Licensee shall take technical and organisational measures to manage cyber security risks of its services and transmitted messages or data, and related operations or systems.
- 5.2 The Licensee shall employ international best practices and standards to ensure privacy, secrecy and security of:
 - 5.2.1 Communications carried or transmitted by the operator or through the communications system of the operator, and

5.2.2 The personal and accounts data related to Users.

Information Security Management System

5.3 To give effect to Clause 4.1 of this Schedule without limiting its generality, the Licensee shall develop, implement, maintain and continually improve its Information Security Management System taking into consideration internationally accepted cyber security best practices and standards such as the International Telecommunication Union (ITU), and any other national and international institution recognized by National Communications Authority. The Information Security Management System to be developed shall include:

- 5.3.1 Governance and Risk Management;
- 5.3.2 Human Resource Security;
- 5.3.3 Asset Management;
- 5.3.4 Physical Security and Environmental Security;
- 5.3.5 Access Control;
- 5.3.6 Operations Security;
- 5.3.7 Communications Security (Network Security);
- 5.3.8 Cryptography controls;
- 5.3.9 Controls for Systems acquisition development and maintenance;
- 5.3.10 Controls for Supplier Relationships;
- 5.3.11 Information Security Incident Management;
- 5.3.12 Information security aspects of business continuity management;
- 5.3.13 Compliance Monitoring.

5.4 The Licensee shall have reasonable, sufficient, and appropriate technical capabilities and controls to address cyber security, data protection and privacy related issues; which shall include:

- 5.4.1 Access controls;
- 5.4.2 Intrusion Prevention Systems and Intrusion Detection Systems;
- 5.4.3 Firewalls; and
- 5.4.4 Anti-malware/Antivirus software.

Cybersecurity Awareness Programme for Users

5.5 The Licensee shall develop, implement and maintain a cyber-security awareness programme for end users concerning risks related to the use of its services.

User Risk Assessment

5.6 The Licensee shall consider user risk during risk assessment. Where the Licensee determines significant risk to the Users, users' data, network or services, appropriate steps should be taken to mitigate the risk. Steps taken shall include informing users of:

- 5.6.1 the nature of the risk;
- 5.6.2 the appropriate measures the User may take to mitigate the risk;
- 5.6.3 the likely impact or cost to the User involved in taking the measures;
and
- 5.6.4 any relevant information directed by the Authority.

Cybersecurity and Data Protection Activities/Incidents Reports

- 5.7 The Licensee shall submit to the Authority, cyber security and data protection reports on cyber security and data protection activities and incidents monthly, as scheduled or as requested by the Authority.
- 5.8 The Licensee shall notify the Authority of significant cyber security, data protection or privacy breach or incident within a period of seventy-two (72) hours or as defined by the Authority for the type of and severity of the incident.

Auditing and Enforcement

- 5.9 The Authority may use the information gathering and enforcement provisions in the Act or Regulations to investigate, rectify and penalize any infringement of these obligations.
- 5.10** The Authority may request for audit when it deems it relevant such as after a cybersecurity incident of significant impact and require Licensee to submit to and pay for audit of measures on compliance of Licensee to cyber security and data protection obligations of its network, services and related operations or systems.

NCA CERT

- 5.11 The Licensee shall be a constituent member of and cooperate with the NCA CERT on activities relating to securing networks, services and related operations and systems.
- 5.12 The Licensee shall address cybersecurity issues and incidents brought to its attention by the NCA CERT and report accordingly to the NCA the status of actions taken towards the resolution of the cyber security issues and incidents. Schedules and deadlines for status updates and reporting on cyber security incidents and issues shall be provided by the Authority. Incident management shall include notification of users when necessary.

Other Obligations

- 5.13 The Licensee shall comply with relevant laws and regulations on cyber security, data protection and privacy and any directives or guidelines on cyber security the Authority may issue from time to time

6 SUSPENSION AND REVOCATION OF THE LICENCE

- 6.1 Subject to this Clause, the Authority may suspend or revoke this Licence where:
- 6.1.1 the Licensee has failed to comply materially with the terms and conditions of this Licence, the provisions of the Regulations and the Act;
 - 6.1.2 the suspension or revocation is necessary because of national security or is in the public interest;
 - 6.1.3 the Licensee has failed to comply materially with any lawful directives of the Authority;
 - 6.1.4 the Licensee is in default of payment of any fee or other monies that is due and payable under this Licence;
 - 6.1.5 the Licensee is dissolved or goes into liquidation or ceases to provide the Licensed Service.
- 6.2 The Authority shall, before exercising the power of suspension or revocation conferred by Clause 6.1 above, give the Licensee adequate advance notice, in accordance with the provisions of the Regulations and the Act, of its intention to do so, specifying the grounds on which it proposes to suspend or terminate the Licence, and shall give the Licensee the opportunity to present its views, to remedy the breach of the provisions of this Licence which occasioned the decision to suspend or revoke the licence, and to submit to the Authority within such reasonable time as the Authority may specify (not less than thirty (30) days), a written statement of objections to the suspension or revocation of the Licence, which the Authority shall take into account before reaching a decision on suspension or revocation.
- 6.3 The suspension or revocation of this Licence shall take effect on the date specified by the Authority in the revocation or suspension notice required under Clause 6.2.
- 6.4 During the period that the Authority is considering exercising its power to suspend or revoke this Licence, the Licensee shall continue to operate until such time as the Authority makes a determination and, in the event that the period of the Licence comes to an end before the determination by the Authority is made, an interim renewal of the Licence on the same terms shall be granted.

7 AMENDMENT OF LICENCES

- 7.1 This Licence may be amended by:
- 7.1.1 mutual written agreement of the Licensee and the Authority, or

7.1.2 the Authority, where it is required in the public interest.

- 7.2 Before amending the Licence pursuant to Clause 7.1.2 of this Schedule, the Authority shall give the Licensee adequate advance notice, in accordance with the provisions of the Regulations and the Act, of the proposed amendment, giving reasons for the amendment and the date by which the amendment shall take effect, and shall give the Licensee the opportunity to present its views; and to submit to the Authority within such reasonable time as the Authority may specify a written statement of objections to the amendment of the Licence, which may include proposed alternatives to the amendment, which the Authority shall take into account before reaching a decision on the amendment.

PART II ACCESS TO FACILITIES

8 ACCESS TO FACILITIES AND PUBLIC RIGHTS OF WAY AND GATEWAYS

- 8.1 Subject to the provisions of this Clause, the Licensee shall provide other licensees with access to the Facilities or public rights of way that it owns or controls on a timely basis, such access shall not to be unreasonably withheld.
- 8.2 Access to Facilities or public rights of way shall be negotiated as between or among licensees on a non-discriminatory and equitable basis and at the request of the parties; the Authority may assist in negotiating a settlement among them.
- 8.3 The Licensee may not unreasonably refuse access to a Facility except where it demonstrates to the Authority that there is insufficient capacity in such Facility, taking into account its reasonably anticipated requirements, or for reasons of safety, security, reliability or difficulty of a technical or engineering nature.
- 8.4 The Authority may regulate the rates, terms and conditions for access to any Facility, public rights of way, such rates, terms and conditions to be just and reasonable and it may adopt procedures necessary and appropriate to resolve disputes concerning such rates, terms and conditions.
- 8.5 The owner of a shared Facility shall be responsible for its maintenance and for the connection and engineering of other occupiers' equipment.

PART III INSTALLATIONS AND ACCESS TO LAND

9 INSTALLATIONS AND CO-LOCATION

- 9.1 In connection with its operation of the Licensed Service, the Licensee may install or maintain a Facility in or over a road or public ground, or on the shore and bed of the sea, or remove the Facility therefrom in accordance with the existing Regulations.

- 9.2 Before carrying out any installations for the purposes specified in Clause 9.1, the Licensee shall obtain from the relevant Ministry plans showing all Utility Installations that might be affected, submit detailed plans of the intended installations to each Utility Installation Owner likely to be affected thereby, not commence any installations that might affect a Utility Installation without first having requested and obtained written permission from the affected Utility Installation Owner and notify the Authority of any intended installations and, in the event of the failure to obtain the permission of a Utility Installation Owner, the Authority shall resolve any dispute thereof.
- 9.3 The removal or alteration of any Utility Installation shall be undertaken by the affected Utility Installation Owner and the cost thereof shall be borne by the Licensee.

10 REPAIR AND RESTORATION

- 10.1 Where the Licensee damages any Utility Installation in carrying out installations, it shall immediately request the Utility Installation Owner to repair the damage to the Utility Installation.
- 10.2 The Licensee shall compensate the Utility Installation Owner for the full cost of repair.
- 10.3 The Licensee shall, as speedily as possible, complete all installations and restore the land, road and public grounds, including the removal of any debris, to the satisfaction of the relevant Authority; such satisfaction to be expressed in writing.
- 10.4 Where the Licensee fails to comply with Clause 10.2, it shall be held liable for any expenditure that the relevant Authority incurs in such restoration and for any other loss by any other person.

11 ACCESS TO PUBLIC LANDS FOR INSPECTION AND MAINTENANCE

- 11.1 The Licensee when duly authorised in writing by the relevant Ministry, may, at any reasonable time, enter upon and survey any public land other than land covered by buildings or used as a garden or pleasure ground for the purpose of ascertaining whether the land would be suitable for use by the Licensee for, or in connection with the establishment or operation of the Licensee's Network.
- 11.2 Where, in the exercise of the power conferred by this Clause, any damage is caused to land or to chattels, the Licensee shall repair the damage or pay to every person interested in the land or chattels compensation in respect of the damage. Whereas a consequence of the exercise of that power, any person is disturbed in his enjoyment of any land or chattels, the Licensee shall pay that person compensation for the disturbance.
- 11.3 In engaging in the inspection of land, installation of Facilities, or maintenance of Facilities, the Licensee shall take all reasonable steps to act in accordance with good engineering practice, to protect the environment, to protect the safety of

persons and property, and to ensure that the activity interferes as little as practicable with the operations of a public utility, roads and paths, the movement of traffic, and the use of public grounds and other land.

12 INSTALLATION OF FACILITIES ON LANDS OR BUILDINGS

- 12.1 Subject to this Clause, the Licensee may install and maintain Facilities along, on or over any land or building and may enter upon any land and place and maintain Facilities thereon and repair or renew any Facilities placed thereon.
- 12.2 Where the Licensee wishes to install Facilities on any land or buildings it must first obtain the permission of the landowner and the landowner is entitled to compensation thereof, except where such Facilities are used to provide an Electronic Communications Service to the landowner or his tenant.
- 12.3 In connection with the exercise of its powers under Clause 12.1, the Licensee may lop or trim any tree that, in its opinion, is likely to damage or obstruct its Facilities; shall cause as little damage as possible and shall pay full compensation to all persons for any damage sustained by them by reason of or in consequence of the exercise of such powers.
- 12.3.1 It shall not place any Facilities on any land or building in such manner so as to cause interference with or obstruction of the occupier of any lands in any business or cultivation carried on upon such land or building;
- 12.3.2 It shall not place any Facilities on any land or building or lop or trim any trees thereon until it has given at least fourteen (14) days' notice in writing to the owner or occupier of the land or building of its intention to do so, specifying the work to be done and notifying the such person of his rights to give notice of an objection thereto to the Authority pursuant to Clause 12.3.3; and
- 12.3.3 on receipt of any notice of the intention of the Licensee to place any Facilities on any land or building, or to lop or trim any trees thereon, the owner or occupier or his agent may, within fourteen (14) days thereafter, give notice in writing of his objection to the Authority, whereupon the Licensee shall not proceed with the work or such part thereof as is objected to until authorized by the Authority to do so.
- 12.4 In the event of disagreement over the quantum of any compensation to which a landowner is entitled pursuant to Clause 12.3 or any other dispute relating to the installation or maintenance of Facilities on or over public land or buildings, the matter may be referred to the Authority who may assist the parties in negotiations.
- 12.5 To minimize disruption to landowners, the Licensee shall, to the extent feasible, provide other Operators with access to its Facilities in accordance with Clause 8 of this Schedule and shall coordinate its installation or maintenance of Facilities on or over public lands or buildings.

PART VII PROHIBITION OF ANTI-COMPETITIVE CONDUCTS

13 PROHIBITION OF ANTI-COMPETITIVE CONDUCTS

- 13.1 The Licensee shall not engage in any conduct that has the purpose or effect of preventing or substantially limiting, restricting or distorting competition in the provision of the Electronic Communications Service or in any market for the provision or acquisition of telecommunication installations, services or apparatus.
- 13.2 The conducts, which the Authority may consider as the relevant purpose or effect referred to in Clause 13.1 of this Schedule, including but not limited to:
- 13.2.1 collusive agreements to fix the price of any apparatus or service;
 - 13.2.2 agreements to boycott the supply of goods or services to competitors;
 - 13.2.3 entering into exclusive arrangements which prevent competitors from having access to networks or services;
 - 13.2.4 agreements limiting production, markets, distribution of equipment or technical development to the prejudice of Users;
 - 13.2.5 agreements between the Licensee and other Operators to share the available market between them along geographic or customer lines; and
 - 13.2.6 applying dissimilar conditions to equivalent transactions with different parties, thereby placing one or some of the parties at a competitive disadvantage.
- 13.3 In particular, but without limiting the generality of the conducts referred to in Clause 13.1 the Licensee shall not:
- 13.3.1 enter into any agreement, arrangement, or understanding, whether legally enforceable or not, which has or is likely to have the purpose or effect of preventing or substantially restricting competition in any market for the provision or acquisition of any telecommunication installations, services or apparatus;
 - 13.3.2 give an undue preference to, or receive an unfair advantage from a business carried on by it or by an associated or affiliated company, service or person, if in the opinion of the Authority, competitors would be placed at a significant competitive disadvantage or competition would be prevented or substantially restricted within the meaning of Clause 13.1 of this Schedule;
 - 13.3.3 make it a condition of providing any Electronic Communications Service or supplying any telecommunications equipment that any person should acquire from the Licensee or from any other person specified or described by the Licensee:
 - 13.3.3.1 any Electronic Communications Service other than the Service requested except where that service cannot be

provided without the provision of that other Telecommunication Service; or

13.3.3.2 any Telecommunications equipment (including in particular but not limited to Terminal Equipment) not incorporated in the systems supplied except where the Telecommunication Service requested cannot otherwise be provided or the equipment cannot otherwise be used.

13.4 In the event of default by the Licensee with regard to any of the provisions of this Clause, the Authority shall, subject to specific prevailing Legislation and/or Regulations, take such steps as it deems necessary to remedy the situation including but not limited to issuance of directives to the Licensee and application of sanctions and/or fines against the Licensee.

PART VIII ACCOUNTS

14 RECORD KEEPING AND REPORTING REQUIREMENTS

14.1 The Licensee shall establish and maintain adequate records to permit the effective supervision and enforcement of the terms of this Licence.

14.2 By March 31st of each year, the Licensee shall deliver to the Authority a financial report, showing separate accounts for all activities.

14.3 In addition, the Licensee shall also provide an income statement, profit and loss statement and the balance sheet of the Licensee as at the end of the preceding calendar year and the related statements of operations, equity and cash flows of the Licensee, in each case accompanied by a report thereon of independent accountants stating that such financial statements fairly represent the financial position of the Licensee at the dates indicated therein and were prepared in accordance with accounting principles generally acceptable in the Republic of Ghana.

14.4 In addition to the foregoing, the Licensee shall provide the Authority with its rates in a standardised format as required under Clause 16 of this Schedule. The Authority may also request the Licensee to submit other periodic reports, financial statements, statistics and other data regarding the Licensee's operations and activities.

14.5 The Authority shall, where there is reasonable doubt, have the right to inspect or to instruct an auditor or other personnel to review (at the expense of the Licensee) the files, records and other data of the Licensee with a view to monitor and enforce the terms of this Licence effectively.

14.6 The Authority shall undertake a yearly audit of the activities of the licensee in respect of the Licensed Service.

15 ESTABLISHMENT OF ACCOUNTING SYSTEM

- 15.1 The Licensee shall submit to the Authority by 31st March of every year a report showing detailed record of investments, expenses and revenues in accordance with accounting principles generally acceptable in Ghana.
- 15.2 The report notwithstanding, the Authority reserves the right to initiate an audit at the expense of the Licensee; such audit shall not be limited solely to the specific inquiry, which resulted in the audit. Any acts of commission and or omission which breach the Licence, Regulations and Acts shall attract a penalty as defined in the Schedule of Penalties, Regulations and/or the Act.

16 SEPARATE ACCOUNTS FOR ALL ACTIVITIES

- 16.1 The Licensee shall establish accounting and reporting arrangements sufficient to enable the Licensee's finances in relation to Electronic Communications Services provided pursuant to this Licence, to be assessed and reported separately from its other services and from the other commercial activities of the Licensee.
- 16.2 The Licensee shall:
- 16.2.1 maintain accounting records in such a form that the activities of one commercial Electronic Communications Service and another licensed undertaking and/or other commercial activities (collectively referred to in this Clause as "Business") are separately identifiable or separately attributable in the books of the Licensee, being records sufficient to show and explain the transactions of each of those Businesses;
 - 16.2.2 prepare in respect of each complete financial year of the Licensee, or of such lesser periods as the Authority may specify, accounting statements setting out costs (including capital costs), revenue and financial position of each of the Businesses and including a reasonable assessment of the assets employed in the liabilities attributable to each of them and showing separately, in the case of yearly accounting statements, the amount of any material item of revenue, cost, asset or liability which has been either:
 - 16.2.2.1 charged from or allocated to any other Business of the Licensee together with a description of the basis of the value on which the charge or allocation was made; or
 - 16.2.2.2 determined by appointment or attribution from an activity common to the Businesses and if not otherwise disclosed, the basis of the apportionment or attribution;
 - 16.2.2.3 procure in respect of each of those accounting statements prepared in respect of a complete financial year of the Licensee a report by the Licensee's Auditor stating whether in his opinion that statement is adequate for the purpose of this sub-clause; and

- 16.2.2.4 deliver to the Authority a copy of each of the accounting statements and of the reports relating thereto required under this Clause as soon as reasonably practicable and in any event not later than three (3) months after the end of the period to which they relate.
- 16.3 Accounting statements prepared under Clause 16.2.2 of this Schedule in respect of each financial year shall so far as reasonably practicable, be prepared in the formats and in accordance with the accounting principles and rules which apply to the annual accounts of the Licensee and shall state the accounting policies used.
- 16.4 The Licensee shall establish and maintain adequate records to permit the effective supervision and enforcement of the terms of this Licence by the Authority. By March 31st of each year, the Licensee shall submit to the Authority a financial statement together with requisite documents showing the Licensee's Net Revenues including the balance sheet of Licensee as at the end of the Licensee's fiscal year preceding the said March 31st. The Licensee shall in addition submit to the Authority all of its related statements of operations, equity and cash flows. The statements and documents shall in each case be accompanied by a report thereon prepared by independent accountants stating that such financial statements fairly represent the financial position of the Licensee at the dates indicated therein and were prepared in accordance with accounting principles generally acceptable in Ghana.
- 16.5 In addition to the foregoing, the Authority may request the Licensee to submit other periodic reports, financial statements, statistics and other data regarding the Licensee's operations and activities. The Authority may publish such information with the exception of confidential information, privilege information and trade secrets. The Authority shall have the right to inspect or to instruct an auditor or other subject matter experts to review (at the expense of the Licensee) the files, records and other data of the Licensee with a view to monitoring and enforcing the terms of this Licence effectively. In giving such instructions however, the Authority shall be mindful of the attendant costs, which must be fair and reasonable and must not present an undue burden on the Licensee.

17 REPORTS AND FURTHER FILINGS REQUIRED

- 17.1 The following reports and further filings shall be filed by the Licensee with the Authority:
- 17.1.1 within six (6) months of the Effective Date, the Accounting System required by Clause 15 of this Schedule and the procedure for dealing with User complaints required by the Licence;
- 17.1.2 by April 15th, July 15th, October 15th and January 15th of each year following the Effective Date, the operational report required by Article 12.3 of the Licence; and
- 17.1.3 by March 31st of each year following the Effective Date, the financial reports and attached documents required by Clause 14.2 of this

Schedule (including the tariff report required) and the ownership report required by Article 18.1 of the Licence.

PART IX USER ASSISTANCE REQUIREMENTS

18 COMPLAINTS AND ASSISTANCE PROCEDURES

- 18.1 The Licensee shall establish and maintain efficient information and assistance services to assist Users in resolving complaints and enquiries regarding the Licensed Services. In the provision of such Licensed Services, the Licensee shall not discriminate against any category of Users.
- 18.2 No later than six (6) months after the Effective Date, the Licensee shall establish a procedure in the manner prescribed by the Regulations and Act for dealing with complaints by Users relating to the provision of Licensed Services by the Licensee.
- 18.3 Pursuant to the Act, the Authority may handle and settle:
- 18.3.1 any complaint by an end-User relating to the provision of Licensed Services by the Licensee, which is incapable of resolution in accordance with the procedure to be established under Clause 18.2 of this Schedule,
- 18.3.2 and any dispute within the scope of the Regulations.
- 18.4 Pursuant to the Regulations, the Licensee shall have available copies of any forms issued by the Authority for the filing of formal or informal complaints and shall make such forms available to Users promptly upon request. The Licensee shall train its personnel responsible for interacting with Users to advise unsatisfied Users on their right to lodge formal or informal complaints with the Authority; the Licensee shall make such forms available to the User.

PART X MONITORING AND INSPECTION PROCEDURES

19 INFORMATION AND INSPECTION

- 19.1 The Licensee shall comply with information requests, inspection procedures and reporting requirements of the Authority as established under this Licence, the Regulations and the Act.
- 19.2 The Licensee shall install only equipment and devices that meet ITU and other international standards adopted by the Authority for measuring the quality of the Licensed Services.
- 19.3 The Authority shall have the right to inspect the Licensee's equipment, devices, files, records and other data relating to the Licensed Services and to request the Licensee to submit such reports, statistics and other data within thirty (30) days and to conduct such measurements as the Authority deems necessary in order to determine compliance with the Regulations and Act.
- 19.4 If the Licensee fails to comply with any Licence obligation, information or reporting requirement, the Regulations and the Act, the Authority shall impose penalties on

the Licensee for its failure to fulfil such requirements as set out herein and established by the Authority.

- 19.5 If the Licensee indulges in any illegal service, the Authority may confiscate any equipment, devices, files, records or other data used to provide the said illegal service.
- 19.6 If the Authority has reasonable grounds to believe that the measuring equipment, devices or methods do not meet state-of-the-art standards, the Authority may have the right to attach its own state-of-the-art equipment and devices at such Facilities of the Licensee as the Authority deems appropriate.
- 19.7 The cost of any such equipment, devices or methods (including, without limitation, the implementation and installation costs thereof) shall be for the account of the Licensee.

PART XI RESOLUTION OF DISPUTES

20 AUTHORITY TO ESTABLISH DISPUTE RESOLUTION PROCESS

- 20.1 The Authority shall establish a dispute resolution process for the just determination of disputes arising between the Licensee and another Operator and between a Licensee and its Users and for determining such disputes as may be specified in the EC Act or in respect of any other matter that the Authority considers appropriate for dispute resolution.
- 20.2 The dispute resolution in accordance with this Clause shall be funded by the parties to the dispute in such manner as the Authority considers just.
- 20.3 A party dissatisfied with a decision of the Authority or the Dispute Resolution Committee may appeal to the Electronic Communications Tribunal in line with the Electronic Communications (Rules of Procedure of the Electronic Communications Tribunal) Regulations, 2016.

21 DETERMINATION OF DISPUTES

- 21.1 The Authority shall expeditiously hear and inquire into and investigate any matter, which is before it pursuant to Clause 20 of this Schedule and the Regulations.
- 21.2 The Authority shall determine the periods that are reasonably necessary for the fair and adequate presentation of the matter by the respective parties and the Authority may require those matters to be presented within the periods so determined.
- 21.3 The Authority may require evidence or arguments to be presented in writing and may decide upon the matters on which it shall hear oral evidence or arguments.
- 21.4 Every party to a matter shall be entitled to appear at the hearing and may be represented by an attorney or any other person to assist the party in the presentation of the matter.

22 POWERS OF THE AUTHORITY

- 22.1 When determining a dispute, the Authority may:
 - 22.1.1 issue directives inviting the attendance of witnesses;
 - 22.1.2 examine witnesses; and
 - 22.1.3 compel the production of documents.
- 22.2 A summons issued by the Authority shall be under the hand of the Board of the Authority.

23 ORDERS THAT MAY BE MADE BY THE AUTHORITY

- 23.1 The Authority may, in relation to any matter brought before it under this Part, make orders including but not limited to the following:
 - 23.1.1 make provisional or interim orders or awards relating to the matter or part thereof, or give directions in pursuance of the hearing;
 - 23.1.2 dismiss or refrain from hearing or determining a matter, in whole or in part, if it appears that the matter, or part of the matter, is trivial or vexatious or that further proceedings are not necessary or desirable in the public interest;
 - 23.1.3 in appropriate circumstances, order any party to pay the reasonable costs and expenses of another party, including the expenses of witnesses and reasonable attorneys' fees, in bringing such matter before the Authority, except that no such award shall be made when such other party is an Operator of an Electronic Communications Network or a provider of an Electronic Communications Service absent a determination by the Authority that the party's conduct in the matter, or in the proceedings before the Authority, has been so egregious, vexatious or frivolous as to warrant an award of costs and expenses to such other party; and
 - 23.1.4 generally, give all such directions and do all such things as are necessary or expedient for the hearing and determination of the matter.

PART XII EMERGENCY

24 STATE OF EMERGENCY

- 24.1 Where a state of emergency has been declared pursuant to Article 31 of the Constitution of the Republic of Ghana, 1992, the Licensee shall give priority to such requests and orders for the transmission of data as the President considers necessary in the interest of national security and defence.
- 24.2 The Licensee may, during the period of emergency, in which Facilities are disrupted as a result of Force Majeure, use its service for emergency communications in a manner other than that specified in this Licence or in any applicable law.

24.3 Emergency use permitted under this Clause shall be discontinued when normal telecommunication services are again available or when such special use of the Facilities, equipment or service is terminated by the President.

24.4 Where the President requires the Licensee to give priority to communications of the Government, such communications shall have priority over all other communications, consistent with ITU Treaties.

ANNEX A LICENSED SERVICES

1.1 As of the Effective Date of this Licence, the Licensee is authorised to provide Electronic Communications Managed Services to licensed Electronic Communications Service Providers.

1.2 Any other service that the Authority may classify and approve as an Electronic Communications Managed Services.

ANNEX B TYPE OF DATA REQUEST AND DATA RETENTION PERIOD

No.	Type of Information	Data Type	Retention Period
1	Accounting	Data for computing regulatory fee on quarterly basis	Six (6) years
2	Financial	Audited Financial Statements	Six (6) years
5.	Monthly and Quarterly Regulatory Information Request	Details of NCA Data Reporting Template	Two (2) years