

Safaricom Telecommunications Ethiopia PLC

Reference Infrastructure Sharing Offer ("RISO")

**relating to the Provision of Passive
Infrastructure Services on Relevant Facilities**

October 2025

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Reference Infrastructure Sharing Offer (hereinafter “RISO” or “Reference Offer”)

This Reference Offer is made:

- (a) by **Safaricom Telecommunications Ethiopia PLC**, a company incorporated and operating in Ethiopia with its head office at Wello Sefer, Safaricom Ethiopia HQ, Kirkos Sub-City, Woreda 01, Addis Ababa, Ethiopia (“**Safaricom Ethiopia**”);
- (b) on 10 October 2025;
- (c) in response to the Ethiopian Communication Authority’s letter dated 27 August 2027 (with reference number ECA/431/2025) requesting Safaricom Ethiopia to submit its RISO in relation to Passive Infrastructures.

Background

This Reference Offer is in two parts. The first outlines the commencement of this Reference Offer and the scope of Access Services, as well as procedures necessary for an Access Seeker to request Access Services from Safaricom Ethiopia; the second includes minimum terms and conditions that will form the basis for Safaricom Ethiopia entering into an Access Services Agreement with a requesting Access Seeker. Once an Access Services Agreement for Services described under Schedule 1 (Space only Service) or Schedule 2 (Space and Power Service) of this RISO is agreed, Leases will be entered into for Access Services at Relevant Facilities. Safaricom Ethiopia’s Policy for Reserving Space is attached to this Reference Offer as Annex 1.

Part A Commencement, Scope and Request Procedures

1. Commencement and expiry of this Reference Offer

1.1 Commencement

This Reference Offer shall become effective and enforceable on and from the date it is published on Safaricom Ethiopia’s official website upon its approval by the Authority (the “**Reference Offer Effective Date**”).

1.2 Expiry

This Reference Offer shall remain valid until its First Anniversary from Effective Date and shall be replaced with another reference offer for Access Services on that date. Notwithstanding the foregoing statement, Safaricom Ethiopia may amend this Reference Offer from time to time with the consent of the Authority. Any amendments made by Safaricom Ethiopia to this Reference Offer that the Authority may direct or approve will automatically form part of any existing Access Services Agreement.

2. Access Services

This Reference Offer relates to the provision of Passive Infrastructure Access Services by Safaricom Ethiopia to Access Seekers. Access Services permits the Access Seeker under an Access Services Agreement to Access Space only (Schedule 1), or Space & Power (Schedule 2) Services described under Schedule 1 and 2 of this RISO.

For Access Services described under Schedules 1 and 2, the Access Services Agreement and Lease will permit the Access Seeker to co-locate its Dedicated Equipment on, within or associated with Safaricom Ethiopia's Relevant Facilities at a Site. There are certain exceptions that apply and conditions that must be met before such co-location can be implemented, including:

- (a) the Application Procedure must be followed by the Access Seeker;
- (b) all consents and authorisations required for the provision of Access Services at the Site, including from Landlords (if any), must have been obtained;
- (c) there is sufficient spare space and spare loading in terms of structural capacity on, within or associated with the Relevant Facilities, after taking into account Safaricom Ethiopia's use of the Relevant Facilities and reasonable requirements for any further space and capacity, any agreement with third parties at that time to use the Relevant Facilities and the applications of any other Access Seekers that are higher in the queue;
- (d) any existing or potential adverse radio spectrum interference arising from the use of the Relevant Facilities by the Access Seeker is reasonably capable of being managed through the application of efficient solutions, design principles and testing protocols.
- (e) Safaricom Ethiopia must either own or have been granted a lease, sub-lease, licence, sub-licence or other right to occupy or possess the Site and Safaricom Ethiopia owns the Relevant Facilities at that Site in its own right; and
- (f) the Relevant Facility is reasonably and/or practically capable of supporting Access Services.

Some of these exceptions and conditions are elaborated further in Part B. The Access Services Agreement will set out the detailed terms and conditions related to the provision of Access Services by Safaricom Ethiopia.

The general conditions and exceptions of Access must apply to All Access Services to the extent they are applicable. Any Special Condition and exception of Access, where available, will be provided under the relevant Schedule of Service.

3. Request for Access Services

3.1 Request Notice

If an Access Seeker wishes to acquire Access Services to Relevant Facilities at any Site from Safaricom Ethiopia, that Access Seeker must submit a written request (“**Request Notice**”) to Safaricom Ethiopia in the form provided at Attachment A (Request Notice).

3.2 Access Seeker

A mobile network operator that submits such a Request Notice will be known as the “**Access Seeker**”.

3.3 Part A to be binding on the Access Seeker

The Access Seeker, by submitting the Request Notice, will become bound by the undertaking to act in good faith in the negotiation of an Access Services Agreement on the basis of this Reference Offer under clause 4 of this Part A and the representations, warranties and indemnities given by the Access Seeker contained in clause 5 of this Part A.

3.4 Submission of a Request Notice

The Access Seeker must submit a Request Notice in writing to the address set out in the Request Notice.

For enquiries in relation to the status of Safaricom Ethiopia’s assessment of the Request Notice, the Access Seeker may contact Safaricom Ethiopia by email at cpmoprojectmanagement@safaricom.et with the subject “Site Sharing”.

All other notices in respect of any legal process in relation to this Reference Offer shall be sent to Safaricom Ethiopia for the attention of the Chief Legal, Regulatory and Corporate Governance Officer; legal@safaricom.et

and, as regards the Access Seeker, at the address as set out in the Request Notice.

3.5 Access Services Agreement

An agreement entered into on the basis of the minimum terms and conditions set out in this Reference Offer will be referred to as an “**Access Services Agreement**”. Once an Access Services Agreement for Services described under Schedule 1 (Space only Service) or Schedule 2 (Space and Power Service) of this RISO is entered into, then individual Leases will be entered into for Access Services at particular Sites.

3.6 Other services or access

The scope of this Reference Offer is limited to Access Services described under Schedule 1 and 2. Requests for Access Services shall always be made based on this Reference Offer with no exception or reservations.

If the Access Seeker wishes to acquire other services or access to facilities, other than Access Services, then the Reference Offer shall not apply to these other services or access to facilities. However, the Parties may agree to include these other services or access to facilities in one agreement which includes Access Services.

4. Notification, Assessment of Request Notice and Negotiations

4.1 Notification on Request Notice

4.2 Up on receipt of the Request Notice from the Access Seeker, Safaricom Ethiopia will provide confirmation/rejection to the Access Seeker within 10 Business Days. Grounds for non-conformance

Safaricom Ethiopia may find a Request Notice to be non-conforming if:

- (a) the Access Seeker is not a mobile network operator;
- (b) what is requested by the Access Seeker is not Access Services under this Reference Offer;
- (c) the Access Seeker has not provided a notification in the form set out in Attachment A (Request Notice), or has not included all required details and/or information in such form; or
- (d) this Reference Offer has expired or been withdrawn.

4.3 Notification of Non-conformance

In the event that Safaricom Ethiopia finds a Request Notice to be non-conforming under clause 4.2, it will:

- (a) notify the Access Seeker in writing;
- (b) provide reasons for rejection to the Access Seeker with the notice; and
- (c) not be required to negotiate an Access Services Agreement.

The Access Seeker may submit a new Request Notice following rejection by Safaricom Ethiopia where it satisfies the requirements for a conforming Request Notice.

4.4 Negotiation of the Access Services Agreement

In the event that Safaricom Ethiopia notifies the Access Seeker that the Request Notice meets the requirements set out in clause 4.2, Safaricom Ethiopia and the Access Seeker each undertake to act in good faith in the negotiation of an Access Services Agreement on the basis of this Reference Offer and to use their respective good faith endeavors to:

- (a) commence negotiations of the terms and conditions of the Access Services Agreement within ten (10) calendar days of Safaricom Ethiopia's notice under clause 4.1; and
- (b) complete such negotiations within fifteen (15) calendar days from Safaricom Ethiopia's notice under clause 4.1.

4.5 Obligations do not apply if Safaricom Ethiopia is not obliged to enter into a Access Services Agreement

Where, pursuant to any provision of clause 4, Safaricom Ethiopia is not required to enter into an Access Services Agreement with an Access Seeker, Safaricom Ethiopia shall have no obligation under clause 4.4, or otherwise, to negotiate such Access Services Agreement in good faith on the basis of this Reference Offer.

5. Representations and Warranties

5.1 Representations and Warranties by the Access Seeker

By submitting a Request Notice, the Access Seeker represents and warrants that:

- (a) it has all authorisations and permissions necessary to submit the Request Notice and observe obligations under it;
- (b) all information provided to Safaricom Ethiopia in the Access Seeker's Request Notice is complete, true and correct, and not misleading; and
- (c) it is a mobile network operator.

5.2 Representations and warranties by Safaricom Ethiopia

Safaricom Ethiopia represents and warrants that it has all authorizations and permissions necessary to make this Reference Offer and observe obligations under it.

5.3 Indemnities

Each Party indemnifies the other Party on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by the other Party which arises out of or in connection with any breach of any of the representations given in this clause 5.

Part B Access Services Agreement Minimum Terms and Conditions

1. Definitions and Precedence

1.1 Definitions

In this Reference Offer, unless inconsistent with or otherwise indicated by the context, words and expressions are defined, and other rules of interpretation are set out, in Appendix 1.

1.2 Order of precedence

In the event of ambiguity or conflict between any of the constituent parts of this Reference Offer, the order of precedence in the interpretation of this Reference Offer shall be as follows:

- (a) the provisions of Part A of this Reference Offer;
- (b) the provisions of Part B of this Reference Offer; and
- (c) the provisions of an appendix, schedule and/or annex to this Reference Offer.

2. Commencement, Duration, and Non- Discrimination

2.1 Commencement of Access Services Agreement

Any Access Services Agreement shall, once signed by both Parties, become effective and enforceable as per its terms. Copy of the Access Services Agreement will be filed to the Authority once it's signed by both parties and the Parties shall sign an amendment/addendum to the Access Services Agreement to abide by any determination or guidance from the Authority pursuant to the provisions of the Directive.

2.2 Duration of the Access Services Agreement

Subject to any contrary provisions contained herein or in the Access Services Agreement, the duration of the Access Services Agreement shall be ten (10) years from the date of the Access Services Agreement, whereafter it shall continue indefinitely, subject to the right of either Party, by giving notice after the aforementioned ten (10) year period, to terminate it on Six (6) months' written notice to the other Party.

2.3 Non-Discrimination

As required under Article 6 (2) of the Directive, Safaricom Ethiopia shall ensure that the terms and conditions for the provision of Access Services to the Access Seeker shall be comparable to how Safaricom Ethiopia supplies those same Access Services to itself, or to any other mobile network operator based on similar commercial parameters.

3. Conditions

3.1 Conditions to Implement any Applications

Safaricom Ethiopia's obligations under the Access Services Agreement to implement any Applications of the Access Seeker shall be subject to the following conditions that must be satisfied by the Access Seeker to Safaricom Ethiopia's reasonable satisfaction:

- (a) the Access Seeker will provide evidence that the Access Seeker is duly licensed by the Authority as mobile network operator and such license is valid at the time of the Applications; and
- (b) the Access Seeker will provide evidence that it has procured (and it shall be required to maintain) a policy or policies of insurance that cover the Access Seeker in respect of any liability arising out of or in connection with the performance of the Access Seeker's obligations under the Access Services Agreement and any Leases; and
- (c) the Access Seeker has provided its first Access Services Forecast, as contemplated by clause 11.

3.2 Regulatory consents and approvals

The Access Seeker shall, at its own cost and expense, be responsible for obtaining and thereafter for maintaining whatever municipal, environmental and other regulatory consents or approvals may be or may become necessary to enable it to use Access Services at each of the Relevant Facilities. The Access Services Agreement shall set out the consequences if the Access Seeker fails to obtain or maintain any required consent or approval, which shall include suspension of Access Services at the relevant Site.

4. Scope of Access Services

4.1 Sufficient Capacity

Access to Services described under Schedules 1 and 2 of this RISO only applies to a Relevant Facility where there is sufficient spare space and/or spare loading in terms of structural capacity on, within or associated with that Relevant Facility to accommodate the Access Seeker's requirements set out in its application ("**Sufficient Capacity**"). Sufficient Capacity shall be determined by Safaricom Ethiopia after taking into account:

- (a) Safaricom Ethiopia's use of the Relevant Facilities (which shall include not less than the top seven (7) square metres of any Mast),
- (b) Safaricom Ethiopia's reasonable requirements for any further space and/or capacity at the Relevant Facilities (as further described in clause 5.1);

- (c) any agreement that Safaricom Ethiopia may have with third parties at that time to use the Relevant Facilities (as further described in clause 5.2); and
- (d) the applications of any other Access Seekers that are higher in the Queue.

4.2 **Interference management**

Access to Services described under Schedules 1 and 2 of this RISO only applies to a Relevant Facility where any existing and/or potential adverse radio spectrum interference arising from the use of the Relevant Facilities by the Access Seeker is reasonably capable of being managed through the application of efficient solutions, design principles and testing protocols set out in the Access Services Agreement. This will include a requirement that the Access Seeker shall provide a prior notice to Safaricom Ethiopia and shall not implement solutions at any Relevant Facility which will, or will be likely to, degrade the performance or standard of existing services of Safaricom Ethiopia or third-party users of those Relevant Facilities beyond an acceptable level.

4.3 **Relevant Occupation**

Access Services only applies to a Relevant Facility where Safaricom Ethiopia either owns or has been granted a lease, sub-lease, license, sub-license or other right to occupy or possess the Site and owns in its own right the Relevant Facilities at the Site (a “**Relevant Occupation**”). Safaricom Ethiopia shall not have a Relevant Occupation under this Reference Offer where another Licensee or other third party owns the Relevant Facilities or where the terms of the Head Lease do not permit Access Services.

5. **Space for Safaricom Ethiopia and Third Parties**

5.1 **Safaricom Ethiopia’s Reasonable Requirements**

Where, at the time of an Application from an Access Seeker, Safaricom Ethiopia has reasonable requirements for further space and/or capacity at the Relevant Facility, those requirements for further capacity will be time bound and limited by capacity. Where Safaricom Ethiopia’s requirements are associated with the use of the IMT Spectrum, and to enable Safaricom Ethiopia to comply with its license obligations, then Safaricom Ethiopia will have a period of not more than five (5) years from the time of the relevant Application to use that further space or capacity. In all other cases, Safaricom Ethiopia must use that further space or capacity (which shall, in any event, not exceed twenty-five percent (25%) of capacity in each Relevant Facility) within Twenty-four (24) months of the time of the relevant Application, after which period the right shall cease to be reserved and be available to Access Seekers.

5.2 Requirements of other Third Parties

Where, at the time of an Application from an Access Seeker, Safaricom Ethiopia has an agreement with any third parties to use the Relevant Facilities, Safaricom Ethiopia shall take into account any requirements for future space or capacity of the third party at the Relevant Facilities that are contemplated in that agreement.

6. Application Process

6.1 Application Process

The Application Process is summarized in this clause 6 and will be further elaborated in the Access Services Agreement. The Application Process relates to Relevant Facilities where Access Services applies under clause 4. All Applications made by an Access Seeker for Access Services will be assessed on a “first-come, first-served” basis, as specified in Safaricom Ethiopia’s Policy for Reserving Space (Annex 1).

6.2 Submission of an Application

The Access Seeker shall, in respect of any application for Access Services to Relevant Facilities on a Site, submit a properly completed Application to Safaricom Ethiopia. Each Application shall have been forecast by the Access Seeker in its most recent Access Services Forecast for the relevant period under clause 11. Each Application shall include details of the Access Seeker’s technical requirements and specifications for the required installations and the implementation schedule. Safaricom Ethiopia shall assign each Application a unique reference number and shall provide an estimated rental calculation to the Access Seeker in respect of its Application.

6.3 Space, Structural Analysis

On receipt of a properly completed Application, Safaricom Ethiopia shall (if it has not already done so) conduct a space and/or structural analysis to determine whether the Relevant Facility has Sufficient Capacity, as contemplated by clause 4.1. This assessment may also take into account factors such as foundations and wind loading. Subject to any prior notification to and approval by Safaricom Ethiopia, the Access Seeker may, at its own cost, carry out an additional examination to address any matter not covered in Safaricom Ethiopia’s assessment. Due to limited engineering resource, this analysis is completed on a “first come, first served” basis, consistent with Safaricom Ethiopia’s Policy for Reserving Space (Annex 1). If there is not Sufficient Capacity, then the Access Seeker’s Application shall be rejected.

6.4 Application for Site Alteration

If the Access Seeker’s Application for Space or Space + Power is rejected by Safaricom Ethiopia under clause 6.3 because there is not Sufficient Capacity, then the Access Seeker

will have an opportunity to retain its place in the Queue, by submitting a new Application that includes a Site Alteration, as contemplated by clause 8.

6.5 **Preliminary Site Approval**

If Safaricom Ethiopia accepts the Access Seeker's Application after completing the space, structural analysis, Safaricom Ethiopia shall issue a Preliminary Site Approval, including incase of Space or Space + Power Services the conditions that the Access Seeker must fulfil as a requirement of any Lease.

6.6 **Landlord Consent**

After issuing a Preliminary Site Approval for requests of Space or Space + Power Access Services, Safaricom Ethiopia shall endeavor to obtain any Landlord consents that may be required. Safaricom Ethiopia shall notify the Access Seeker whether the Landlord consent has been obtained and, if so, whether any further conditions apply. These conditions may include payment of an additional rental amount. Where this additional rental amount is an amount in excess of that contemplated in the Head Lease, Safaricom Ethiopia may require the Access Seeker to commit to payment of such additional rental amount as a further condition of the Lease. If the Landlord consent is not obtained, then the Access Seeker's Application for Space or Space + Power Services shall be rejected.

6.7 **Lease Schedule**

If Landlord consent is obtained for Space or Space + Power Services, Safaricom Ethiopia shall issue the Lease Schedule, including all the conditions that the Access Seeker must fulfil under the Lease (which may include the additional rental required as a result of Landlord consent). The Access Seeker must then sign the Lease Schedule and return it to Safaricom Ethiopia for countersignature within fifteen (15) Business Days of receipt of the Lease Schedule from Safaricom Ethiopia. If the Access Seeker has not signed and returned the Lease Schedule to Safaricom Ethiopia within this time period, then, subject to any application fee to be specified in the Access Services Agreement, Safaricom Ethiopia reserves the right to revoke the application at its sole discretion.

6.8 **Signing of the Lease**

If the Access Seeker signs and returns the Lease Schedule within that fifteen (15) Business Day period, then Safaricom Ethiopia shall counter-sign the Lease Schedule. No activity will be permitted on or at a Site or Dedicated Area without a Lease Schedule being counter-signed by Safaricom Ethiopia.

6.9 **Satisfaction of Conditions**

The Access Seeker must satisfy all conditions set out in the Lease. Any conditions related to any works or any other actions required to install and commission the Access Seeker's

Dedicated Equipment must be completed to Safaricom Ethiopia's satisfaction within twelve (12) months of the date of the Lease. Failure to satisfy this requirement will mean that Safaricom Ethiopia will be entitled to terminate the Lease at the end of that period.

6.10 **Cancellation Fee**

The Access Services Agreement will specify cancellation fees that the Access Seeker shall be subject to for instances such as when the Access Seeker withdraws its Application, or if the Application is otherwise rejected or lapses at any time after Safaricom Ethiopia has begun the process of conducting the space and structural analysis under clause 6.3.

6.11 **Ready for Service Date**

The Access Services Agreement shall specify (i) the timeframe ("**Ready for Service Date**") within which Safaricom Ethiopia shall avail for use by the Access Seeker in accordance with the agreed up on specifications; and (ii) consequences for Safaricom Ethiopia's inability to avail the on the Ready for Service Date without good cause. Furthermore, if Safaricom Ethiopia fails to make the Relevant Facility RFS by the target RFS Date, then rental shall not apply until such time as the Site is RFS.

6.12 **Provision of Information**

Safaricom Ethiopia will provide to the Access Seeker as soon as reasonably practicable, data regarding the Safaricom Ethiopia network. The data is provided for the sole purpose of enabling the Access Seeker to consider whether to request Services from Safaricom Ethiopia pursuant to this Reference Offer. Safaricom Ethiopia's data for shall comprise information such as (a) the location of the Relevant Facilities and the routing of dark fiber installations. Notwithstanding the foregoing, Safaricom Ethiopia shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure.

6.13 **Management of Access Services: Representatives of Parties**

The Access Services Agreement shall specify the need and protocol of nominating representatives by each party for the management of different elements of the Access Services such as technical and commercial representatives and billing representatives.

7. **Timeframes**

Safaricom Ethiopia shall use its reasonable endeavors to meet the target timeframes for the various steps that it is responsible for in the Application Process, as summarized in Schedule 3 (Timeframes). Safaricom Ethiopia's ability to meet the Timeframes will depend on, among other things:

- (a) the accuracy of the Access Services Forecasts provided by the Access Seeker, which will allow Safaricom Ethiopia to plan accordingly;

- (b) the Access Seeker providing any further materials or information that Safaricom Ethiopia may reasonably request in relation to these various steps in a timely manner, which will allow Safaricom Ethiopia to progress the Application;
- (c) the volume of concurrent Applications from the Access Seeker, as well as from other Access Seekers and Safaricom Ethiopia's own requirements and those of other third parties, which will impact on the resources available to progress each Application; and
- (d) any delays arising due to health and safety issues, a force majeure event or arising out of any acts or omissions of the Access Seeker or any other third party, all of which will impact on Safaricom Ethiopia's ability to progress the Application.

Schedule 3 (Timeframes) does not take into account any steps required for Site Alterations under clause 8, which will be included in the Access Services Agreement.

8. Site Alteration

8.1 Site Alterations

This clause 8 sets out the process to determine whether certain alterations are required to Safaricom Ethiopia's Relevant Facilities for Space or Space + Power Services (being for this purpose Mast replacement, extension or revision) ("**Site Alterations**") in order to supply Access Services to the Access Seeker at the Relevant Facilities, where there is not Sufficient Capacity to accommodate the Access Seeker's Dedicated Equipment on, within or associated with the Mast but where Safaricom Ethiopia has a Relevant Occupation (the "**Site Alteration Purpose**").

8.2 Request for a proposal for Site Alterations

Where Safaricom Ethiopia notifies the Access Seeker, following conducting a space and structural analysis, that the Mast does not have Sufficient Capacity, the Access Seeker may notify Safaricom Ethiopia requesting a proposal for Site Alterations.

8.3 Request for Site Alterations may be rejected

Safaricom Ethiopia may reject a request for a proposal for Site Alterations if, in Safaricom Ethiopia's reasonable opinion, any potential Site Alterations are not likely to meet the Access Seeker's notified requirements, are not reasonable and necessary in order to meet the Site Alteration Purpose, are unworkable (e.g. the Site Alterations would leave the Relevant Facilities structurally unsound) or do not comply with the interference management considerations set out in the Access Services Agreement. Safaricom Ethiopia shall notify the Access Seeker of any rejection of a request for a proposal for Site Alterations and the reasons for that rejection.

8.4 **Economic Feasibility of Conducting the Site Alterations**

If Safaricom Ethiopia has not rejected a request under clause 8.3, Safaricom Ethiopia will provide a proposal for Site Alterations. In that proposal, Safaricom Ethiopia shall notify the Access Seeker whether it considers that the requested Site Alterations are economically feasible for Safaricom Ethiopia and, if not, the level of financial contribution commitment that would be required from the Access Seeker to make the Site Alterations economically feasible. In considering the economic feasibility of the Site Alteration, Safaricom Ethiopia will take into account all of the costs associated with undertaking the work required and the likely additional returns for Safaricom Ethiopia in expanding its space and capacity for leasing to Access Seekers and other third parties.

8.5 **Ongoing process**

Where the Access Seeker notifies Safaricom Ethiopia that it accepts Safaricom Ethiopia's proposal for Site Alterations, including any additional financial contribution, Safaricom Ethiopia shall issue a Preliminary Site Approval under clause 6.5 and the Application Process in clause 6 shall continue, with the next stage being Landlord consent under clause 6.6. Once Safaricom Ethiopia countersigns the Lease Schedule under the Application Process, Safaricom Ethiopia will then proceed with developing and completing the design of the Site Alteration. Safaricom Ethiopia shall own all Relevant Facilities that are subject to Site Alterations.

9. **Letting Arrangements**

9.1 **Letting and Rental of the Dedicated Area**

Where the requested Access Service is Space or Space + Power Service, upon the conclusion of a Lease, Safaricom Ethiopia will let the relevant Dedicated Area to the Access Seeker, who shall rent the same from Safaricom Ethiopia, subject to the terms and conditions of such Lease and of the Access Services Agreement.

9.2 **Commencement and Term of Lease**

Each Lease shall commence on the Commencement Date and expire on the Expiry Date, subject to the terms and conditions of such Lease and of the Access Services Agreement.

9.3 **Use of Dedicated Area**

Unless otherwise agreed in writing between the Parties under the Lease or the Access Services Agreement, a Dedicated Area shall only be used by the Access Seeker for the purpose of installing, commissioning, operating and maintaining the Dedicated Equipment detailed in the applicable Lease.

9.4 Each Lease Severable

Unless provided in this Reference Offer or the Access Services Agreement to the contrary, each Lease shall stand on its own and shall be severable from the rest of the Access Services Agreement.

9.5 Lease subject to Head Lease

Each Lease shall at all times be subject to the applicable terms and conditions of the Head Lease relating to such Lease. The Access Seeker shall undertake not to do or omit to do anything which shall jeopardize, prejudice or undermine the rights of Safaricom Ethiopia under the Head Lease or cause Safaricom Ethiopia to be in breach of any of its obligations to the Landlord under the Head Lease. Failure to meet these requirements may result in suspension or termination by Safaricom Ethiopia of the Lease or the Access Services Agreement.

9.6 Request for Increase in Dedicated Area

Under the Access Services Agreement, the Access Seeker shall be entitled, by reasonable notice in writing to Safaricom Ethiopia, to request an increase in the size of a Dedicated Area within the perimeter of the existing Relevant Facility, subject to there being Sufficient Capacity. It is recorded that such increase in size may be subject to additional rental and/or other considerations payable, as set out in the Access Services Agreement.

9.7 Responsibility for Transmission Links

The Access Seeker shall be solely responsible for and shall bear the cost of arranging any and all additional transmission links which may be required by it in the Dedicated Area.

10. Charges, Invoicing, Payment, and Remedy for SLA Breach

10.1 Charges Payable to Safaricom Ethiopia

- (a) Appendix 2 (Charges) to this Reference Offer lists the items and corresponding amounts which may be applicable and payable in terms of the Access Services. The Charges are influenced by the Services ordered by the Access Seeker as well as the Service Level Agreements. All such amounts payable to Safaricom Ethiopia under the Access Services Agreement shall be invoiced monthly in advance and shall accrue from the Commencement Date of the Lease. Invoice for Access Services will be issued on the first day of the month and same shall be due for payment within Thirty (30) calendar days.
- (b) All Charges are exclusive of any applicable taxes.
- (c) The rental and other considerations payable by the Access Seeker to Safaricom Ethiopia in respect of a particular Lease shall be set out in such Lease; provided that

such rental and other considerations payable in terms of a particular Lease shall be based on the amounts set out in Appendix 2 (Charges) hereto. If there are any other Charges applicable, these shall be set out in the Lease or the Access Services Agreement.

- (d) In the event that the Access Seeker would like to get power services from Safaricom Ethiopia in addition to any space sharing, the Access Seeker shall be responsible for all charges relating to power as detailed in Appendix 2 (Charges).
- (e) In the event that Safaricom Ethiopia is obliged to incur unforeseen additional expenditure as a result of or in relation to a Lease, the Access Seeker shall reimburse Safaricom Ethiopia for any reasonable and necessary expenditure incurred by Safaricom Ethiopia, on terms to be agreed in the Access Services Agreement.
- (f) Safaricom Ethiopia confirms that Charges for the Space Only Services shall be denominated and paid in ETB and shall only be subjected to the Annual Escalation as provided in Appendix 2 (Charges).
- (g) For the Space + Power Services, the Charges will have components of ETB as well as USD currencies as more specified in Appendix 2 (Charges). The ETB denominated components shall be paid in ETB and be subjected to the Annual Escalation as provided in Appendix 2 (Charges). The USD denominated components shall be paid in ETB and are calculated based on the prevailing USD buying exchange rate by the National Bank of Ethiopia on the date of the invoice. The USD denominated charges shall also be subjected to Annual Escalation as provided in Appendix 2 (Charges).

10.2 Dealing with Invoice Error Disputes

If the Access Seeker reasonably and in good faith believes there is a manifest error in the Charges in an invoice under any Lease or the Access Services Agreement (an “**Invoice Error**”), the Access Seeker may give notice to Safaricom Ethiopia before the due date. Where the Access Seeker believes Safaricom Ethiopia has overcharged it by reason of an Invoice Error, the Access Seeker may withhold payment of the amount it believes it has been overcharged until the issue has been resolved in accordance with the dispute resolution processes in the Access Services Agreement.

10.3 Default Interest

Any amount due, owing and payable by the Access Seeker under any Lease or the Access Services Agreement which is not paid on the date that such amount is due shall accrue interest at the Default Interest Rate, calculated from the date that such amount became due until the date that payment is effected in full.

10.4 Service Levels and Remedy for Breach

Payments for providing Power Services are based on certain Service Level Agreement (SLA) thresholds as more specified in Schedule 2 of this Reference Offer. The Access Service Agreement will specify in detail any service credit to be paid to the Access Seeker in the event Safaricom Ethiopia is not able to meet the minimum SLA thresholds based on each Class of Site.

11. Access Services Forecasts

11.1 Access Services Forecasts

- (a) Under the Access Services Agreement, the Access Seeker will be required to provide Safaricom Ethiopia with aggregated, non-binding quarterly forecasts (“**Access Services Forecasts**”) for the next twenty-four (24) months (i.e. a rolling two-year forecast for the next eight (8) quarters which is updated quarterly).
- (b) The forecast for the first quarter in the Access Services Forecast (i.e. the immediately following quarter) will be binding on the Access Seeker. For clarity, such forecast shall create no binding obligation on Safaricom Ethiopia.
- (c) Each Access Services Forecast is required to forecast the Access Seeker's quarterly demand for Access Services by location in each Regional State.

11.2 Review of Forecasts

Safaricom Ethiopia will review each Access Services Forecast and determine whether any bottlenecks or foreseeable problems exist that would affect the timing of Safaricom Ethiopia's ability to supply Access Services in accordance with Safaricom Ethiopia's Timeframes.

11.3 Inaccurate Forecasts

The Access Services Agreement shall set out the consequences of inaccurate Access Services Forecasts, including reimbursement for a proportion of Safaricom Ethiopia's costs (including staffing, resources and overheads) reasonably incurred by Safaricom Ethiopia in reliance on an over-forecast (if any) and there will be no requirement on Safaricom Ethiopia to meet Safaricom Ethiopia's Timeframes for the relevant quarter where there has been an under-forecast.

12. Service Disruption

12.1 Outages

Safaricom Ethiopia must, where practicable, give the Access Seeker reasonable notice of any event that Safaricom Ethiopia becomes aware of which is likely to adversely affect Access Services.

12.2 Planned Outages

Safaricom Ethiopia may suspend supply of Access Services for the purpose of conducting works, routine maintenance, remedial work or upgrades to Safaricom Ethiopia's network (“**Planned Outage**”). The Access Services Agreement shall set out the procedures for conducting Planned Outages in more detail.

12.3 Unplanned Outages

Safaricom Ethiopia may suspend supply of Access Services due to any unplanned unavailability of or interruption to Safaricom Ethiopia's network or Access Services or in order to provide or safeguard service to the relevant emergency or other essential services (an “**Unplanned Outage**”). The Access Services Agreement shall set out the procedures for responding to Unplanned Outages in more detail.

12.4 Responsibility for Faults

Each Party is responsible for any faults which affect Access Services that are due to any act or omission of that Party, any faults in that Party's equipment and any faults in that Party's network. The Access Services Agreement shall set out the processes for managing faults and responsibility for those faults in greater detail, including the Access Seeker's responsibility to investigate faults before asking Safaricom Ethiopia to investigate.

13. Force Majeure

Under any Lease or Access Services Agreement, neither Party shall be liable to the other for its inability to perform or its delayed performance, should such inability or delay arise from any cause beyond the reasonable control of such Party (hereinafter referred to as a “**Force Majeure Event**”). For the purposes of this clause 13, a Force Majeure Event shall include strikes, lock outs, accidents, fires, explosions, thefts, war (whether declared or not), invasions, civil insurrections, any epidemics and pandemics, floods, earthquakes, lightning strikes, acts of local or Federal Government, public mains electrical supply failure and acts or omissions of third parties.

14. Limitation of Liability

14.1 Exclusion of liability

The liability of a Party under the Leases and the Access Services Agreement for Indirect Damages in respect of any and all defaults, negligent acts or omissions or breaches of statutory duty is excluded.

14.2 Exceptions to the limitation and exclusions of liability

The limitation under clause **Error! Reference source not found.** do not apply to certain categories of liability which are commonly subject to unlimited liability, namely (a) fraud or willful default, (b) death of personal injury arising from a Party's negligence, (c) unlawful disclosure of confidential information, (d) infringement by a Party of the other Party's intellectual property rights or (e) which cannot be excluded by law. These exceptions will be set out in the Access Services Agreement.

15. Suspension and Termination

15.1 Right to Suspend

Under the Access Services Agreement, Safaricom Ethiopia may suspend supply of Access Services or (if the relevant event affects only part of Access Services) the relevant part of Access Services, either immediately or within a reasonable period of time following occurrence of some events, including events that endanger health or safety or interfere with or damage to Safaricom Ethiopia's network or a third party's equipment or services.

15.2 Right to Terminate

The Access Services Agreement and/or any Lease may be terminated:

- (a) by the Parties by written agreement; or
- (b) by either Party in accordance with relevant provisions of the Access Services Agreement, which shall consider, among other things, events and conditions of termination stipulated in Clause 13 of the Directive.

16. Governing Law and Dispute Resolution

16.1 Governing Law

The Access Services Agreement shall be governed by the laws of the Federal Democratic Republic of Ethiopia.

16.2 **Meet to Negotiate in Good Faith**

Should any dispute arise between the Parties in connection with the Access Services Agreement, or in relation to any matter affecting the interests of the Parties in terms of the Access Services Agreement, the Parties shall meet to negotiate in good faith in an effort to settle such dispute.

16.3 **Referral to the Authority**

Should the Parties fail to resolve any dispute between themselves within Thirty (30) Business Days of the meeting referred to in clause 16.2 (or such longer period as mutually agreed by the Parties in writing), either Party may refer the matter to the Authority for resolution by the Authority in accordance with Clause 22 of the Directive or other relevant directives of the Authority.

17. **Confidentiality and Disclosure**

17.1 The Receiving Party must:

- (a) keep confidential all Confidential Information and not disclose it to anyone except as permitted under this Reference Offer;
- (b) use all Confidential Information solely for the purpose for which it was supplied;
- (c) not disclose the information or use the information for any anti-competitive purpose; and
- (d) not copy or record in any other form any part of the Confidential Information except as is strictly necessary for the Approved Purpose.

17.2 The Disclosing Party shall use reasonable endeavors to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.

17.3 Information provided by Disclosing Party for the purposes of the Access Services shall only be used by relevant staff within the Receiving Party for Access Services and shall not be made generally available within the Receiving Party's company.

17.4 The Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with the provisions of this Clause 17 and with

any reasonable conditions imposed and expressly identified and notified to the Receiving Party, by the Disclosing Party at the time when the information was provided.

- 17.5 Nothing in this Reference Offer shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Ethiopian law.
- 17.6 The provisions of this Clause 17 shall not apply to any information which:
- (a) is already in possession of or is known by the Receiving Party prior to its receipt provided that the Receiving Party is not bound by any existing obligation of confidentiality in respect of such information;
 - (b) is in or comes into the public domain other than by default of the Receiving Party;
 - (c) is obtained by the Receiving Party from a bona fide Third Party having free right of disposal of such information and without breach by the Receiving Party of this Clause;
 - (d) is required to be disclosed by any competent court, the regulatory authority or any government agency;
 - (e) is properly disclosed pursuant to and in accordance with a relevant statutory or regulatory obligation or to obtain or maintain any listing on a stock exchange;
 - (f) is disclosed by the Receiving Party where such disclosure is authorized by the original Disclosing Party in writing to the extent of the authority given;
 - (g) is or has already been independently generated by the Receiving Party.
- 17.7 The Receiving Party must notify the Disclosing Party of the particulars of the intended disclosure and the reason for the disclosure before disclosing Confidential Information under Clause 17.7.
- 17.8 The Disclosing Party may give a notice to the Receiving Party that its right to use Confidential Information ceases if:
- (a) the Disclosing Party considers, in its reasonable opinion, that any of the Confidential Information is no longer required by the Receiving Party for the Approved Purpose;
 - (b) the Approved Purpose is completed or terminated; or
 - (c) the Receiving Party breaches this Agreement.
- 17.9 If the Disclosing Party gives a notice under Clause 17.8, the Receiving Party must immediately do the following things:
- (a) stop using the Confidential Information, or the notified part of it;
 - (b) return to the Disclosing Party all the Disclosing Party's Confidential Information in its possession or control or in the possession or control of persons who have received information from it under this Clause; or
 - (c) destroy or delete (as the case may be) the Confidential Information.

17.10 The obligations of confidentiality under this Reference Offer continue to apply to a Party even if:

- (a) the Approved Purpose is completed or terminated; and
- (b) the Receiving Party has returned, destroyed or deleted the Confidential Information in accordance with Clause 17.9.

17.11 The Parties acknowledge that:

- (a) a breach of this Clause 17 may cause damage to the other Party; and
- (b) monetary damages alone would not be adequate compensation to a Party for the other Party's breach of this Clause 17, and that a Party is entitled to seek specific performance or injunctive relief for a breach or apprehended breach of this Reference Offer.

18. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

18.1 Unless otherwise agreed in writing, no rights, benefits or obligations under the Access Services Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

18.2 No consent is required from a Party under clause 18.1 for an assignment or transfer of rights, benefits or obligations under this Reference Offer (in whole or in part) to an affiliate of the other Party or to a joint venture licensee in which the other Party is a shareholder.

18.3 Any change of shareholding of a Party shall not affect the enforceability of this Reference Offer between the Parties and shall not require the consent of the other Party.

19. Use of subcontractors

19.1 A Party may only subcontract the exercise of its rights or the performance of any of its obligations under this Reference Offer as provided by this Clause 19.

19.2 If a Party engages a subcontractor to implement its rights or obligations under this Reference Offer, that Party:

- (a) must ensure that the subcontractor complies with all the terms and conditions of this Reference Offer to the extent relevant; and
- (b) will remain primarily responsible and liable to the other Party for:
 - i. all acts and omissions of the subcontractor; and
 - ii. the performance of its obligations, notwithstanding that performance of such obligations may have been subcontracted by that Party to a subcontractor.

20. Intellectual property rights

- 20.1 Except as otherwise expressly provided herein, intellectual property rights shall remain the property of the Party creating or owning the same and nothing in this Reference Offer shall be deemed to confer any right or title whatsoever or license of the intellectual property rights of one Party to the other, and nothing in this Reference Offer shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own intellectual property.
- 20.2 Where the Intellectual Property is developed in connection with performance of this Reference Offer then in the absence of any other agreement between the Parties, the ownership of the Intellectual Property shall remain with the Party that developed the same. Where Intellectual Property is developed jointly by the Parties, each Party agrees to grant the other Party a license for the use of such Intellectual Property for the purposes of implementation of this Reference Offer.

Attachment A – Request Notice – Safaricom Ethiopia Reference Infrastructure Sharing Offer

To: Safaricom Telecommunications Ethiopia PLC

Wello Sefer, Safaricom Ethiopia HQ,

Kirkos Sub-City, Woreda 01,

Addis Ababa, Ethiopia

Attention:

[date of Request Notice to be inserted]

Dear Safaricom Ethiopia

We refer to the Reference Infrastructure Sharing Offer relating to the provision of Access Services at Relevant Facilities given by Safaricom Telecommunications Ethiopia PLC (“**Safaricom Ethiopia**”) and dated _____ 2025 (the “**Reference Offer**”). Terms defined in the Reference Offer have the same meaning in this notice.

This is a Request Notice under clause 3.1 of Part A of the Reference Offer. By submitting this Request Notice, we agree and undertake that we are bound by the undertaking to act in good faith in the negotiation of a Access Services Agreement on the basis of the Reference Offer under clause 4 of Part A and the representations, warranties and indemnities given by the Access Seeker contained in clause 5 of Part A.

We hereby declare that we are mobile network operators, and we are requesting Access Services under the Reference Offer. We seek to negotiate an Access Services Agreement on the basis of the Reference Offer.

Our details are as follows:

- Name of company: [insert]
- Company registration number: [insert]
- having its registered office at: [insert]
- Sufficient information on the kind of Access Service requested (including Site Class and Service Level preferences),
- Information on the suggested date for commencement of negotiations,
- The date for which the Access Services are required,
- Sufficient technical specifications

Our designated contact person for the purposes of giving notices under Part A of the Reference Offer is:
[insert]

We enclose with this Request Notice:

- a description of our technical requirements and physical parameters for Access Services and the type of Access Services that is requested;
- Location of Safaricom Ethiopia's Relevant Facilities we wish to utilize
- copies of all relevant Licences held by us.

Yours faithfully

For and on behalf of [*Full legal name of Access Seeker*]

Name of signatory: [*insert*]

Title of signatory: [*insert*]

SCHEDULE 1 SERVICE DESCRIPTION: SPACE ONLY SERVICE

- 1.1 This Schedule provides the service description for Space only Service, under which Access Seeker shall lease tower and ground space services on Relevant Facilities from Safaricom Ethiopia and may install at or on the communications base stations erected there, such equipment as Access Seeker requires in order to provide communications services at such facility. All equipment and plant that is deployed as part of the implementation of this Service shall comply with the relevant best industry practice standards as appropriate. All installation procedures used must comply with best industry practice standards where appropriate.
- 1.2 Save as expressly set out in the Access Agreement, Safaricom Ethiopia shall only be responsible for providing Space only facilities, and the Access Seeker shall be responsible for acquiring, installing, operating and maintaining Communications Equipment that enables the Access Seeker to provide communication services.
- 1.3 **Standard Requirements for Space Only Services**

The following are the Standard Requirements for the Allocated Space Only Services to be provided at each Site for the monthly Fees referred to in Appendix 2 (Charges):

- Three (3) RF Antenna (0.45x2m)- the Access Seeker's antenna equipment shall be installed at one specified mounting height as approved by Safaricom Ethiopia;
- Three (3) Remote Radio Unit (RRU);
- 2 Microwaves up to 0.6m each;
- Ground Space- 2 Square Meters
- Tower mounting poles (MW and RF antennas), grounding system to max 5 ohms and Equipment foundation (Included)

1.4 **Standard Requirements for Space Only Services + AC Power Grid Connection**

If the Access Seeker requests AC Power Grid Connection in addition to the Space Only Services, Safaricom Ethiopia will provide same service for the respective monthly Fees referred to in Appendix 2 (Charges).

SCHEDULE 2 SERVICE DESCRIPTION: SPACE + POWER SERVICES

1.1. This Schedule provides the service description for the Space and Power Service, under which the Access Seeker shall lease tower and ground space and acquire DC power services on the Relevant Facilities from Safaricom Ethiopia and may install at or on the communications base stations erected there, such equipment as Access Seeker requires in order to provide communications services at such Facility. All equipment and plant that is deployed as part of the implementation of this Service shall comply with the relevant best industry practice standards as appropriate. All installation procedures used must comply with best industry practice standards where appropriate.

1.2. Save as expressly set out in the Access Agreement, Safaricom Ethiopia shall only be responsible for providing Space and Power facilities, and the Access Seeker shall be responsible for acquiring, installing, operating and maintaining Communications Equipment that enables the Access Seeker to provide communication services.

1.3. Standard Requirements

Where the Access Seeker requests to obtain Space + Power Services, Safaricom Ethiopia will, for the monthly fee referred to in Appendix 2 (Charges), provide the following standard Power Service supplementing the standard Space service referred to in Schedule 1 of this Reference Offer.

The Standard Power Service shall be.

Item	Standard Requirements	Standard Allowance
4	Average Monthly DC power load	3KW

Safaricom Ethiopia will Provide power supply suitable for powering the Communications Equipment installed for each Facility at a continuous power load of an average of 3KW in each calendar month

The Access Seeker's communication equipment power consumption shall not be beyond any power consumption standard agreed in the Access agreement

1.4. Service Levels for Tower + Power Service

1.4.1. Site Classes- The Site Class for a particular Site shall be set out in the relevant Request Notice of the Access Seeker depending on the location of the Site and whether Seeker defines it as a Critical Site.

Site Classes shall be either:

- i. **Class A Sites:** all Sites in Addis Ababa, in regional cities and major social and economic cities, as well as all Critical Sites regardless of their location; while Critical Sites are those Sites, nominated by Access Seeker and set out in the Request Notice where the Access Seeker requires a higher set of service levels and associated credits (e.g., because they are hub sites or other high value sites for the Access Seeker;
- ii. **Class B Sites:** all Sites in regional towns and major social and economic woredas and in woreda cities labelled as a city by Central Statistics Agency of Ethiopia, except for Critical Sites; and
- iii. **Class C Sites:** all Sites in rural and ultra-rural areas, except for Critical Sites.

1.4.2. The Service Levels are:

- A. For Class A Sites, Availability is at least 98.0%;
- B. For Class B Sites, Availability is at least 95.0%; and
- C. For Class C Sites, Availability is at least 92.0%.



Appendix 1 – Definitions and Interpretation

1.1 Definitions

In this Reference Offer, unless inconsistent with or otherwise indicated by the context, the following terms shall have the following meanings:

“Application” means a document applying for Access Services to Relevant Facilities at a particular Site, in a format to be set out in the Access Services Agreement;

“Application Process” means the process summarised in clause 6 of Part B;

“Approved Purpose” means the purpose of implementing the Reference Offer by a Party duly exercising its rights or performing its obligations under the Reference Offer.

“Authority” means the Ethiopian Communications Authority or its successor organisations in the administration of telecommunications law and regulation in Ethiopia;

“Business Day” means any day other than a Saturday, Sunday or official public holiday in Ethiopia;

“Charges” means a fee payable by the Access Seeker for goods or services set out or referred to in any Lease or the Access Services Agreement, as specified in Schedule 2 (Charges), or elsewhere in the Access Services Agreement, as amended from time to time;

“Commencement Date” means the commencement date of a Lease as stipulated therein, which shall be the date the Lease is counter-signed by Safaricom Ethiopia, unless the Parties otherwise agree;

“Confidential Information” means all information relating to the Disclosing Party and its affiliates and their respective businesses and affairs, including information which relates to a Party or its affiliates’ current or future services, business undertakings or opportunities, trade secrets, techniques, data, specifications, methods, techniques, processes, concepts, know how, studies, reports, forecasts, technology, software, programs, customer names or other technical or business material furnished by or on behalf of the disclosing Party to the Receiving Party or any of its representatives, regardless of the manner in which it is furnished, whether or not: (a) disclosed before or after the Commencement Date; (b) generated or made known to a Party in the course of carrying out the Approved Purpose; (c) designated as confidential; or (d) in material form.

“Container” means a container, hut or other structure (or part thereof) at a Site that is associated with a Mast and is to be utilised by the Access Seeker at or on a Dedicated Area for the housing of its equipment. Where Safaricom Ethiopia provides the Container to the

Access Seeker under the terms of the Lease, that will be “**Safaricom Ethiopia’s Container**”. Where the Access Seeker provides its own Container under the terms of the Lease, that will be “**the Access Seeker’s Container**”;

“**Dedicated Area**” means that area of the Relevant Facility leased by the Access Seeker as indicated on a diagram attached to a Lease;

“**Dedicated Equipment**” means the Access Seeker’s cellular mobile network transmission and reception equipment at a Site and, where relevant, the Access Seeker’s Container, as generally specified in the Access Services Agreement and specifically detailed in an appendix to a Lease;

“**Default Interest Rate**” means a rate of 13% per annum.

“**Directive**” means the Telecommunications Infrastructure Sharing and Collocation Directive No. 793/2021 issued by the Authority (as may be amended from time to time).

“**Disclosing Party**” means the Party that discloses or makes available, directly or indirectly, Confidential Information to the Receiving Party.

“**Expiry Date**” means, subject to the terms of the applicable Head Lease and of the terms of the Access Services Agreement applicable to Head Leases and the termination of Leases, the expiry date of a Lease as stipulated therein;

“**Head Lease**” means an agreement entered into between Safaricom Ethiopia and a Landlord in terms of which Safaricom Ethiopia leases, or has any other right to occupy or possess, a Site;

“**IMT Spectrum**” means radio spectrum in the IMT800, IMT900, IMT1800, IMT2100, IMT2300 and IMT3500 bands licensed to Safaricom Ethiopia as stipulated under Safaricom Ethiopia’s License Agreement with the Authority, or as otherwise subsequently assigned to Safaricom Ethiopia by the Authority;

“**Indirect Damages**” means any liability resulting from or arising under or in connection with any Lease or the Access Services Agreement (whether based in contract, tort, statute or otherwise) for:

- (a) indirect, incidental or consequential economic loss or damage; or
- (b) loss of profit, loss of revenue, loss of production, loss of income, loss of business, loss of anticipated savings, loss of entitlement to special damages and loss of opportunity;

“**Landlord**” means the third party from whom Safaricom Ethiopia has leased, or has received a right to occupy or possess, a Site;

“**Lease**” or “**Lease Schedule**” means a Lease Schedule which is duly completed and signed by both Parties, including the specific Relevant Facilities that are subject to Access Services, the Charges payable and the conditions that apply to the Lease;

“**Licence**” means the Unified Telecommunications Services licences, granted to the Access Seeker and/or Safaricom Ethiopia by the Authority and “**Licensee**” means the holder of a Licence;

“**Mast**” means any tower, pole, mast or other similar structure that is used for the transmission or reception of telecommunications via a cellular mobile telephone network;

“**Parties**” means the parties to the Access Services Agreement and “**Party**” shall mean either of them, as the context may require;

“**Passive Infrastructure**” means infrastructure that is not part of the active layer of a telecommunications network, including but not limited to sites, electric power supply, dark fibre, buildings, shelters, towers, masts, poles, ducts, trenches, and air conditioning.

“**Preliminary Site Approval**” means the approval given by Safaricom Ethiopia, as contemplated in clause 6.5 of Part B, following the completion of the space and structural analysis of the Relevant Facilities, in accordance with the Application Process;

“**Property**” means the portion of land, building or other structure upon which a Site is situated, as described more fully in a Head Lease;

“**Queue**” means the ordered list at the Relevant Facilities situated at the Site, as contemplated by Annex 1 (Policy for Reserving Space);

“**Receiving Party**” means the Party that receives or obtains, directly or indirectly, Confidential Information from the Disclosing Party.

“**Reference Offer**” means this Reference Offer, including all Schedules, Attachments, Annexes and Appendices as amended, modified or supplemented from time to time;

“**Relevant Facilities**” means:

- (a) any Mast; and
- (b) any Site, or Safaricom Ethiopia Container associated with that Mast,

provided that Relevant Facilities shall not include any Antenna or backhaul of Safaricom Ethiopia or any active equipment;

"Relevant Occupation" means the necessary rights that Safaricom Ethiopia has to the Site or the Relevant Facilities relevant to a request for Access Services, as described in clause 4.3 of Part B;

"Site" means, in relation to a particular Property, that portion of the Property concerned leased by Safaricom Ethiopia, or where Safaricom Ethiopia has any other right to occupy or possess, in terms of a Head Lease, on which the Mast and any Container is located;

"Access Services Agreement" means an agreement entered into between Safaricom Ethiopia and the Access Seeker on the basis of the terms and conditions set out in Safaricom Ethiopia's Reference Offer, together with all its appendices and schedules, each as amended from time to time;

"Access Services" means access to Space only, or Space + Power Services at Relevant Facilities, as described in clause 2 of Part A and as further elaborated in Schedules 1 and 2 of this Reference Offer, and provided by Safaricom Ethiopia to the Requesting Licensee under, the terms of the Access Services Agreement;

"Sufficient Capacity" means the spare space and/or spare loading in terms of structural capacity on, within or associated with a Relevant Facility, as described in clause 4.1 of Part B;

1.2 Interpretation – Headings etc

In this Reference Offer, unless the context indicates a contrary intention:

- (a) clause headings are for convenience only and shall not be used in its interpretation;
- (b) an expression which denotes any gender includes the other genders and a natural person includes a juristic person and vice versa;
- (c) the singular includes the plural and vice versa; and
- (d) the rule of interpretation to the effect that an agreement shall be interpreted against the Party responsible for its drafting shall not be applied in the interpretation of this Reference Offer.

Appendix 2 – Charges

1. Charges for Space Only Services

1.1 Monthly Rental per Site

ETB 70,000

2. Charges for Space Only Services and AC Power Grid Connection at 3kwh

2.1 Monthly Rental per Site

ETB 120,000

3. Charges for Space and Power Services

The below fees shall apply in addition to the Space Only Charges provided in 1.1 above.

Class of Sites	Monthly Rate (Power Services)	
	ETB Component	USD Component
Class A	ETB 80,000	USD 625
Class B	ETB 75,000	USD 475
Class C	ETB 70,000	USD 350

4. Charges for Extra Services

Any additional (extra) services for an Access Seeker shall attract additional charges as provided in the table below:

Service Type	Extra Unit	Price
Power	1 kwatt	USD 200
Tower Space	1 RF antenna and/or RRU	ETB 20,000
	1 MW 0.3-0.9m	ETB 20,000
	1 MW 1.2m	ETB 23,000
	1 MW 1.8m	ETB 31,000
Ground Space	1 m2	ETB 6,000

5. Annual escalation

10.1. Escalation in respect of rental, in relation to each individual Lease as well as above tariffs, is applicable and shall be effected annually on each anniversary of the Lease as follows:

- (a) for ETB denominated Charges, annual escalation will be calculated based on the official annual non-food items inflation index (CPI) as published by the Ethiopian Central Statistics Agency; and
- (b) for the USD denominated Charges, the annual escalation shall be a minimum rate of 2% subject to any higher USD inflation rate published by US Treasury or any other relevant US Entity.



Appendix 3 – Timeframes

The following table summarizes the timeframes applicable to the various stages in the Application Process:

Access Seeker action	Safaricom Ethiopia action and Timeframe ¹²
Application Process	
The Access Seeker submits an Application to Safaricom Ethiopia for the Relevant Facilities (where such Relevant Facilities are forecast in the most recent Access Services Forecast submitted by the Access Seeker), including details of the technical requirements and specifications for the required installations and the implementation schedule, and is assigned a unique reference number for that Application.	Safaricom Ethiopia will provide a confirmation notice to Access Seeker on receipt of the request notice Timeframe Within 10 Business Days
	Safaricom Ethiopia will notify the Access Seeker in writing of the acceptance or rejection/non-conformance of the request notice. Timeframe Within 10 Business Days
	Parties will commence negotiations of the terms and conditions of the Access Services Agreement Timeframe Ten Days (10) after the issuance of the acceptance notice by Safaricom
	Safaricom Ethiopia issues its Preliminary Site Approval, including the conditions that the

¹ Safaricom Ethiopia's Timeframes are targets, e.g., where there are a large number of Applications from the Access Seeker, or other Access Seekers, that are being processed concurrently by Safaricom Ethiopia, these Timeframes may not be achieved. Some Timeframes are outside of Safaricom Ethiopia's control (including obtaining Landlord consents). Also, any Applications from Access Seeker's higher in the Queue take priority, which means Timeframes can be subject to practical resource constraints (such as the space and structural analysis)

² Where Safaricom Ethiopia reasonably requires further information from the Access Seeker, e.g., because the Application is not properly completed, or that information is required to complete the Safaricom Ethiopia action, then Safaricom Ethiopia's Timeframe periods pause until such time that information is provided

	Access Seeker must fulfil as a requirement of any Lease. Timeframe Within 5 Business Days
	After issuing a Preliminary Site Approval, Safaricom Ethiopia shall endeavor to seek any Landlord consents that may be required. Timeframe Within 22 Business Days
	If Landlord consent is obtained, Safaricom Ethiopia shall issue the Lease Schedule, including the conditions that the Access Seeker must fulfil (which may include any additional rental required as a result of Landlord consent). Timeframe Within 2 Business Days
Access Seeker signs Lease Schedule and returns to Safaricom Ethiopia Timeframe Within 15 Business Days	
	Safaricom Ethiopia countersigns the Lease Schedule Timeframe Within 2 Business Days



Annex 1: Policy for Reserving Space

1. Placement in the Queue

1.1 Placement in the Queue “first-come, first-served”

Where Safaricom Ethiopia receives a properly completed Application for Access Services at the Relevant Facilities at a Site under the Access Services Agreement, the Access Seeker will be placed in the ordered list at the Relevant Facilities situated at the Site (the “Queue”) in accordance with the following process:

- (a) Where Safaricom Ethiopia receives a first Application from an Access Seeker for the Relevant Facilities (the “**first Access Seeker**”), the first Access Seeker will be placed first in the Queue.
- (b) Where Safaricom Ethiopia receives a second Application from another Access Seeker at a point in time that is later than receipt of the first Access Seeker’s Application for the same Relevant Facilities (the “**second Access Seeker**”), the second Access Seeker will be placed second in the Queue behind the first Access Seeker (and any other Access Seeker that subsequently makes an Application for the Relevant Facilities will be placed in the Queue in the same way).
- (c) If Safaricom Ethiopia receives Applications from two Access Seekers for the same Relevant Facilities at the Site, Safaricom Ethiopia will record the time the Application is received by it and determine the position of the Access Seeker in the Queue based on the time of receipt of the Application as recorded.

1.2 Processing of the Application

- (a) After the Access Seeker is placed in the Queue, the Access Seeker’s Application for Access Services at the Relevant Facilities at a Site will be processed by Safaricom Ethiopia in accordance with the Application Process, with the first Access Seeker in the Queue being the “first-served”.
- (b) Except in the case of paragraph (c) below, after Safaricom Ethiopia issues a Preliminary Site Approval for the first Access Seeker, Safaricom Ethiopia will process the second Access Seeker’s Application as soon as reasonably practicable, provided that the first Access Seeker shall retain its place in the Queue.
- (c) Where the second Access Seeker’s Application will likely not lead to a material impact on the first Access Seeker’s Application at the Relevant Facilities, Safaricom Ethiopia may choose to process the second Access Seeker’s Application concurrently with the first Access Seeker’s relevant Application.

1.3 Queuing in the case of Site Alterations

Where the Access Seeker has accepted a proposal from Safaricom Ethiopia for Site Alterations under Part B of the Reference Offer, that Access Seeker shall, unless otherwise agreed in the Access Services Agreement, be placed first in the Queue with respect to any additional space created as a result of that Site Alteration, subject to any requirements of Safaricom Ethiopia to relocate its equipment as a result of the Site Alteration.

1.4 Notification of place in Queue

After the Access Seeker is placed in the Queue, Safaricom Ethiopia will notify the Access Seeker of:

- (a) the Access Seeker's position in the Queue; and
- (b) the date by which when Safaricom Ethiopia reasonably believes that it can process the Access Seeker's Application, pursuant to clause 1.2 above.