

**DWS**  
**Potential Deals**  
**Aug 2025**



# VFE Bit-Stream Amendment (2<sup>nd</sup> Wave Price Up)

Status: Under negotiation

Signature date: -

Expiry date: -

Duration: 3 Yrs



## Scope :

Adjusting prices for both UBBT & HS-UBBT on order to generate extra revenues (Fixed & variable).

## Service charges :

### UBBT Before:

Maximum Line Speed (Mbps)	Up to 30
Monthly fixed port fees (EGP)	19
AUPU Tiers (GB)	Price Per GB (EGP)
From 0 to 10	1
Above 10 to 20	0.5
Above 20 to 30	0.45
Above 30 to 40	0.40
Above 40 to 50	0.35
Above 50 to 60	0.32
Above 60	0.31

### HS-UBBT Before:

Maximum Line Speed (Mbps)	Up to 70	Up to 100	Up to 200
Included AUPU Quota (GB)	150	150	150
Monthly fixed port fees (EGP)	200	250	400
AUPU Tiers (GB)	Price Per GB (EGP)		
From 0 to 10	1		
Above 10 to 20	0.5		
Above 20 to 30	0.45		
Above 30 to 40	0.40		
Above 40 to 50	0.35		
Above 50 to 60	0.32		
Above 60	0.31		

## Expected Incremental Revenues (Monthly):

Month	Oct-24			
Option (For UBBT)	Option 1	Option 2	Option 2 (Plus)	Option 3
UBBT Increase	20,277,845	17,249,030	14,844,984	30,471,283
HS-UBBT Increase	154,776	154,776	154,776	154,776
Total Increase	20,432,620	17,403,806	14,999,760	30,626,059
Increase percentage	19%	16%	14%	29%

### UBBT After:

	Option 1	Option 2	Option 2 (plus)	Option 3
Maximum Line Speed (Mbps)	Up to 30	Up to 30	Up to 30	Up to 30
Included AUPU Quota (GB)	155	190	185	220
Monthly fixed port fees (EGP)	90	102	100	113
Excess AUPU Price per GB (EGP)	0.5			

\* Customer to select option 2 or 2 (plus) as only 3 options will be included in the final agreement

### HS-UBBT After:

Maximum Line Speed (Mbps)	Up to 70	Up to 100	Up to 200
Included AUPU Quota (GB)	300	300	300
Monthly fixed port fees (EGP)	275	333	505
Excess AUPU Price per GB (EGP)	0.5		

## Scope :

Adjusting prices for both UBBT & HS-UBBT on order to generate extra revenues (Fixed & variable).

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Above 40 to 50	0.35		
Above 50 to 60	0.32		
Above 60	0.31		

## Expected Incremental Revenues (Monthly):

Month	Oct-24			
Option (For UBBT)	Option 1	Option 1 (Plus)	Option 2	Option 3
UBBT Increase	7,758,569	6,946,382	14,991,509	21,621,704
HS-UBBT Increase	610,802	610,802	610,802	610,802
Total Increase	8,369,371	7,557,184	15,602,311	22,232,506
Increase percentage	18%	16%	33%	48%

### UBBT After:

	Option 1	Option 1 (plus)	Option 2	Option 3
Maximum Line Speed (Mbps)	Up to 30	Up to 30	Up to 30	Up to 30
Included AUPU Quota (GB)	155	145	190	220
Monthly fixed port fees (EGP)	90	87	102	113
Excess AUPU Price per GB (EGP)	0.5			

\* Customer to select option 1 or 1 (plus) as only 3 options will be included in the final agreement

### HS-UBBT After:

Maximum Line Speed (Mbps)	Up to 70	Up to 100	Up to 200
Included AUPU Quota (GB)	300	300	300
Monthly fixed port fees (EGP)	275	333	505
Excess AUPU Price per GB (EGP)	0.5		

Scope:

TE will provide Fiber to the Site (FTTS) services to ETM. This service provides one or multiple fiber link/s with a capacity of 1Gbps or 10Gbps between ETM's Site and ETM aggregation point, or core handover point with a (10) ten-year lifetime.

Service Charges:

Agreement prices		
Payment Type		Amount (EGP)
Setup Fees (one time) in advance		200,000
Annual Recurring Charge (ARC)	1 G (per link per site)	101,000
	10G (per link per site)	490,000

IRU business model:

TE shall grant EM the right to use IRU business model on all links requested under the scope of this Agreement as of the Acceptance Date of each link, and the due payments for a ten (10) years lifetime of IRU FTTS Services, whether 1 Gbps or 10 Gbps, shall be made in advance according to the IRU prices for the FTTS services as mentioned below in Table.

Service	One-Time IRU Charges including O&M (EGP)
1 G FTTS link	717,000
10G FTTS link	2,726,000

## Agreement's Commitment:

ETM commitment of 5,000 links shall be fulfilled within 4 Agreement intervals as per the below Table.

Agreement Intervals	Interval 1	Interval 2	Interval 3	Interval 4	Interval 5
Number of committed FTTS Links	522	1000	1000	1000	1000
Number of committed supp. transmission Links	200				

Agreement Intervals	Interval 2	Interval 3	Interval 4	Interval 5
FTTS Forecasted Sites	2000	2000	2000	2000

- This Agreement comprises five (5) Agreement intervals that are defined as follows:
  - Agreement "**Interval 1**" from 01/01/2025 to 31/12/2025.
  - Agreement "**Interval 2**" from 01/01/2026 to 31/12/2026.
  - Agreement "**Interval 3**" from 01/01/2027 to 31/12/2027.
  - Agreement "**Interval 4**" from 01/01/2028 to 31/12/2028.
  - Agreement "**Interval 5**" from 01/01/2029 to 31/12/2029.
- The total minimum commitment of (1000) FTTS links of the signed agreement dated July 2021 shall be part of this Agreement's minimum commitment of five thousand (5000) FTTS links and governed by the terms and conditions mentioned under this Agreement with a lifetime of ten (10) years starting from each respective link's Acceptance Date.
- The delivered FTTS links from those 1000 links prior to this Agreement's Effective Date shall be subject to a financial settlement for the issued invoices related to the 2021 Agreement Annual Recurring charges of such delivered FTTS links, starting from each FTTS link's Acceptance Date based on the Annual Recurring Charges of this Agreement.
- In addition, the two hundred (200) Supplementary transmission links, as mentioned in the 2021 Agreement, delivered prior to this Agreement's Effective Date shall be invoiced and be in-service with the same Annual Recurring Charges as referred to in the 2021 Agreement for five (5) years starting from each respective supplementary transmission link's Acceptance Date. After such period, EM shall depend on the dominant signed transmission agreement between the Parties at that time.
- Moreover, the non-delivered FTTS links from those one thousand (1000) links shall be fulfilled and delivered to EM within Interval 1 of this Agreement.

## Agreement's Commitment:

- The Parties agreed that any Service Order Form (SOF) inside the governmental district of Administration Capital for Urban Development (ACUD) regarding the agreed upon (15) fifteen FTTS sites shall be excluded from this Agreement.
- The Parties agree that TE owns all FTTS links which are considered a part of TE's network, and EM is not allowed to utilize the FTTS links to connect to a private network or resell such connectivity to other Parties' solutions, such as Enterprise solutions, nor allowed to avail of any other application aside from mobile sites backhauling without receiving written approval from TE.

## Forex Rate change impact:

The Forex Rate Variation Percentage (FRVP) is calculated using the following formula.

$$\text{FRVP} = (\text{X}/\text{Y}) - 1$$

**Where:**

**X:** is the average Forex rate of the US Dollar (Buy Price) by the National Bank of Egypt (NBE) on the last day of each month.

**Y:** is the reference Forex Rate of 30.9 EGP per USD.

<b>Reference Forex rate</b>	30.9 EGP/USD
<b>Forex Threshold</b>	20%
<b>Service charges Increase %</b>	50% * (FRVP– Forex Threshold)
<b>FRVP % cap</b>	100%

**Scope:**  
TE shall provide OEG with VFV Services, which shall enable OEG to provide Fixed Voice Services to its Customers through the physical copper connectivity of the MSAN (Multi-Services Access Node) and FTTH networks.

**Service Charges:**

- 1. OEG shall be charged based on TE basic retail prices -that TE charges TE's Fixed Voice Customers- per each OEG's Virtual Fixed Voice Customer for the one-time setup fees and the monthly/ annually recurring fees as follows:**
- I. TE shall charge OEG per each OEG's VFV Customer one-time setup fees equal to 80% of TE's setup fees.
  - II. TE shall charge OEG per each OEG's VFV In-service Customer monthly/ annual recurring charges equal to 80% of TE's Fixed Voice monthly/ annual charges.

Tier	No. of In-service Customers		Wholesale percentage of TE Basic Retail Prices
	From	To	
Tier-1	0	30,000	80 %
Tier-2	30,001	40,000	77.5 %
Tier-3	Above 40,000		75 %

- 2. TE shall charge OEG for VFV off-net and on-net traffic (FOC/FTC) based on:**
- I. TE shall charge OEG with 1.15 pt./min per leg voice calls fee for off-net calls (calculated on a per-second basis) (the "Off-net Call Charges").
  - II. TE shall charge OEG with 1.0 pt./min per leg voice calls fee for on-net calls (calculated on a per-second basis) (the "On-net Call Charges").
- 3. TE shall charge OEG per each OEG VFV Customer one-time Additional Setup Fees for FTTH terminal setup regardless of the Customer category (Home, Enterprise, or Governmental).**

TE Wholesale Home Basic Services Charges

Basic Services	TE Basic Retail Prices (EGP)	TE Wholesale Prices (EGP)
One time Installation and Administration fees	195	156
Line Monthly Subscription	35	28
Change Subscriber DN number	50	50
Technical Home Visit	75	75
Change Subscriber Physical Line	200	200
Change Line Ownership	20	20
Courier Fees	50	50
Additional Setup Fees for FTTH terminal setup	XX	XX
Additional Fees for FTTH technical visit	XX	XX

TE Wholesale Basic Services Charges One-time in advance Installation Charges for Enterprise and Governmental

Basic VFV One-time in advance Installation Fees	TE Basic Retail Prices (EGP)	TE Basic Wholesale Prices (EGP)
Enterprise subscriber	534	428
Governmental subscriber	500	400

TE Wholesale Basic Services Charges for Enterprise/Governmental

Basic Enterprise/Governmental Services	TE Basic Retail Prices (EGP)	TE Basic Wholesale Prices (EGP)
Three (3) months Line Subscription Fees/Enterprise	180	144
Annual Line Subscription Fees/Governmental	660	528
Change Subscriber DN number Fees	25	25
Technical Visit Fees	75	75
Change Subscriber Physical Line fees	53	53
Change Line Ownership	20	20
Courier Fees	50	50



Forecast Process:

OEG shall send to TE the following forecast template regarding the initial guidance for the distribution of OEG Virtual Fixed requests at least (6) six months in advance of each Agreement year per region as follows:

#	Region	Numbers
1	وسط الدلتا	
2	شرق وغرب الدلتا	
3	الأسكندرية والساحل الشمالى ومطروح	
4	سيناء ومدن القناة	
5	القاهرة والجيزة	
6	الصعيد	

Invoicing:

Invoices are submitted on monthly basis for the VFV Basic Services recurring (Monthly Subscription) and annually for Basic Services recurring (annual Subscription) in Egyptian Pounds (EGP).

# WE Data Fully Managed Fixed Broadband Services Agreement

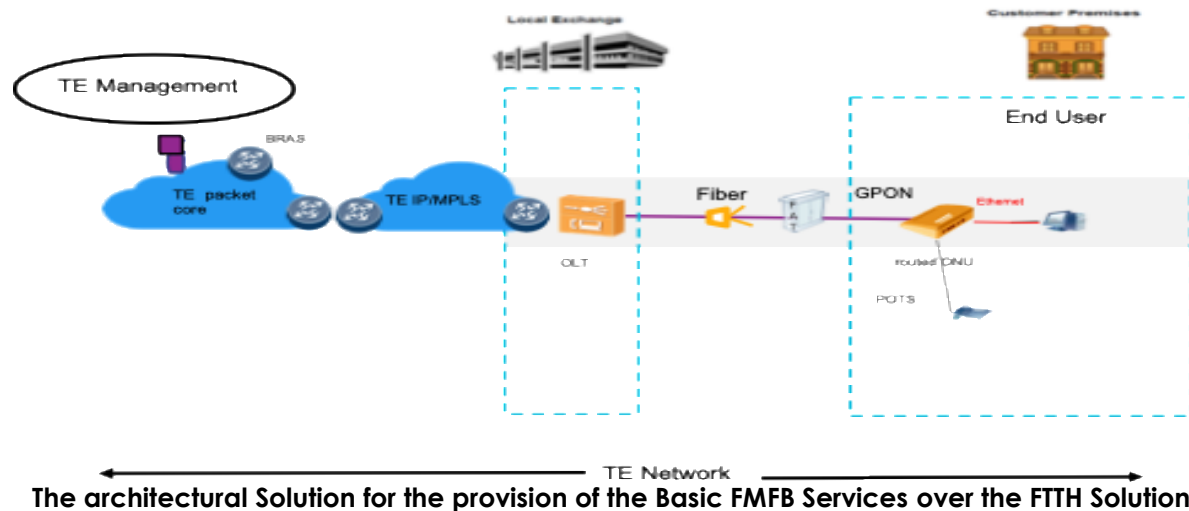
Status: Under negotiation  
Signature date: -  
Expiry date: -  
Duration: 3 Yrs



## Scope:

TE shall provide the Basic FMFB Service over WE Data's FTTH FBB ports in accordance with the applicable technological specifications and technical limitations of the underlying Service solution.

## ONT Setup



TE shall upgrade or change the Customer Premises Equipment (the "CPE") at the premises of We Data FTTH FBB subscribers to ensure that such subscribers' Optical Network Units (the "ONUs") are enabled with the network terminating and routing functions that avail direct wired and wireless access to the Internet.

The upgraded unit, referred to as the Optical Network Terminal (the "ONT"), is a terminal unit that provides FBB services to WE Data FTTH subscribers directly without the need for an additional intermediary unit (Router). The ONTs are part of TE's network and are solely managed and fully controlled by TE.

# WE Data Fully Managed Fixed Broadband Services Agreement

**Status:** Under negotiation

**Signature date:** -

**Expiry date:** -

**Duration:** 3 Yrs



## Scope:

- For the cancelled Basic FMFB Service subscribers from WE Data's network, TE shall receive back each subscriber's ONT terminal from WE Data. Then TE shall proceed with the following points:
  - The returned ONT due to cancellation requests shall be checked by TE during the Working hours along with the delivery receipt issued by TE. If the ONT is not defective and accepted by TE, then it shall be returned to TE's inventory.
  - Otherwise, in case the ONT has been defective, WE Data shall immediately be notified by TE specifying the defective ONTs mentioned in the delivery receipt. Accordingly, WE Data shall pay TE an amount equal to either the ONT price of **three thousand (3000) EGP or its prevailing market price at that time** -whichever is higher- for each defective ONT.
  - The cancellation date shall be considered the date that the ONT is returned or its equivalent amount is paid to TE, whichever occurs. This date shall be reflected in the subsequent invoice or a separate invoice. Then TE shall send the cancellation date (within 24 Working Hours) to WE Data.

## Service Charges:

WE Data shall be charged in advance for the Basic FMFB Service with respect to all related FTTH FBB subscribers according to the following:

- A **Monthly Recurring Charge** (MRC) of **thirty-five (35) EGP** per subscriber.
- A **Setup Fee** which shall be declared in the Reference Interconnection Offer (RIO).

## Forex Rate change impact:

The above charges were based on an average Forex Rate of the USD (Buy Price) by the National Bank of Egypt (NBE) equal to forty-eight (48) EGP per USD as a (Reference Forex Rate).

Whereby, upon the signature of this Agreement, the Parties agree to perform a quarterly Forex review, and in case the Forex Rate of the last day of each quarter increases above the Reference Forex Rate, the Parties agree that such increase shall be reflected in all invoices that shall be issued after the time of such review.