

Annex I

Certification and Agreement of Acquirors of  
Rule 144A Global Depositary Shares Upon Deposit of Shares Pursuant to  
Section 2.02 of the Rule 144A Deposit Agreement

We refer to the Rule 144A Deposit Agreement, dated as of January 19, 2012 (the "**Deposit Agreement**"), among ORASCOM TELECOM MEDIA AND TECHNOLOGY HOLDING S.A.E. (the "**Company**"), THE BANK OF NEW YORK MELLON, as Depositary, and Owners and Beneficial Owners of Rule 144A Global Depositary Shares (the "**Shares**") issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. This certification and agreement is furnished in connection with the deposit of Shares and issuance of Rule 144A Global Depositary Shares pursuant to Section 2.03 of the Deposit Agreement.

2. We acknowledge (or if we are acting for the account of another person, such person has confirmed to us that it acknowledges) that the Rule 144A Global Depositary Shares and the Shares represented thereby have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and that the Company is not registered under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"), in reliance on the exception set forth in Section 3(c)(7) thereof.

3. We certify that either:

A. We are a qualified institutional buyer (as defined in Rule 144A under the Securities Act) and a qualified purchaser (as defined in Section 2(A)(51) of the Investment Company Act) and at the time of issuance of the Rule 144A Global Depositary Shares referred to above, we (or one or more persons each of whom are both qualified institutional buyers and qualified purchasers, for whose account we are acting) will be the beneficial owner of such Rule 144A Global Depositary Shares.

OR

B. We are a broker-dealer acting for the account of our customer; our customer has confirmed to us that it is both a qualified institutional buyer and a qualified purchaser and either (i) at the time of issuance of the Rule 144A Global Depositary Shares referred to above, it will be the beneficial owner of such Rule 144A Global Depositary Shares, or (ii) it is acting for the account of a person that is both a qualified institutional buyer and a

qualified purchaser that, at the time of issuance of the Rule 144A Global Depositary Shares referred to above, will be the beneficial owner of such Rule 144A Global Depositary Shares.

4. We agree (or if we are acting for the account of another person, such person has confirmed to us that it agrees) that we (or it) will not offer, sell, pledge or otherwise transfer the Rule 144A Global Depositary Shares or the Shares represented thereby except to:

- a. a person that is both a qualified institutional buyer (as defined in Rule 144A under the Securities Act) and a qualified purchaser (as defined in Section 2(A)(51) of the Investment Company Act) that, prior to such transfer, furnishes to the Company and the Depositary a signed certification and agreement substantially in the form hereof, in a transaction meeting the requirements of Rule 144A; or
- b. outside the United States in compliance with Rule 903 or Rule 904 of Regulation S under the Securities Act;

in each case in accordance with any applicable securities laws of any state of the United States and in a manner that would not require the Company to register under, or would otherwise violate, the Investment Company Act.

5. We acknowledge, represent and agree on each day from and including the date of our acquisition of the Rule 144A Global Depositary Shares through and including the date of our disposition of the Rule 144A Global Depositary Shares that we are not ourselves, and are not acquiring the Rule 144A Global Depositary Shares with “plan assets” of, an employee benefit or other plan or individual retirement account subject to Part 4 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended (each, a “Plan”), or an entity whose underlying assets include “plan assets” by reason of any Plan’s investment in the entity or otherwise.

6. We agree that we will not deposit or cause to be deposited Shares received upon cancellation of any Rule 144A Global Depositary Shares into any depositary receipt facility established or maintained by a depositary bank, other than a Rule 144A restricted depositary shares facility, so long as such Shares are “Restricted Securities” within the meaning of Rule 144(a)(3) under the Securities Act.

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

By: \_\_\_\_\_  
Title:

Dated:

## Annex II

Certification and Agreement of Persons Receiving  
Deposited Securities Upon Withdrawal  
Pursuant to Section 2.05 of  
the Rule 144A Deposit Agreement

We refer to the Rule 144A Deposit Agreement, dated as of January 19, 2012 (the "**Deposit Agreement**"), among ORASCOM TELECOM MEDIA AND INFORMATION TECHNOLOGY S.A.E. (the "**Company**"), THE BANK OF NEW YORK MELLON, as Depositary thereunder (the "**Depositary**"), and Owners and Beneficial Owners of Rule 144A Global Depositary Receipts (the "**Rule 144A Global Depositary Shares**") issued thereunder. Capitalized terms used but not defined herein shall have the meanings given them in the Deposit Agreement.

1. We are surrendering Rule 144A Global Depositary Shares in accordance with the terms of the Deposit Agreement for the purpose of withdrawal of the Deposited Securities represented by such Rule 144A Global Depositary Shares (the "**Shares**") pursuant to Section 2.05 of the Deposit Agreement.

2. We certify that (i) we will be the beneficial owner of the Shares upon their withdrawal and are delivering this certification and agreement for our own account; OR (ii) we have sold or otherwise transferred, or agreed to sell or otherwise transfer and at or prior to the time of withdrawal will have sold or otherwise transferred, the Rule 144A Global Depositary Shares or the Shares and are delivering this certification and agreement on behalf of the person who will be the Beneficial Owner of the Shares upon their withdrawal (and such person has confirmed that it acknowledges and agrees as set forth herein) OR (iii) we are a broker dealer acting for our customer who will be the Beneficial Owner of the Shares upon their withdrawal and who has confirmed that it acknowledges and agrees as set forth herein.

3. We acknowledge (or if we are acting for the account of another person, such person has confirmed that it acknowledges) that the Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and that the Company is not registered under the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**"), in reliance on the exception set forth in Section 3(c)(7) thereof.

4. We agree that we will not (or if we are acting for the account of another person, that person has confirmed its agreement that it will not) offer, sell, pledge or otherwise transfer the Shares delivered upon withdrawal except (a) to the Company or any affiliate thereof; (b) to a person that is a qualified institutional buyer (as defined in

Rule 144A under the Securities Act) and a qualified purchaser (as defined in Section 2(A)(51) of the Investment Company Act) that prior to such transfer, furnishes to the Company and the Depository a signed certification and agreement substantially in the form of Annex I to the Deposit Agreement; or (c) outside the United States in compliance with Rule 903 or 904 under the Securities Act, in each case in a manner that would not require the Company to register under, or that would otherwise violate, the Investment Company Act.

5. If the Shares will be “restricted securities” within the meaning of Rule 144 under the Securities Act at the time they are delivered pursuant to this certification and agreement, we agree that we will not (or if we are acting for the account of another person, that person has confirmed its agreement that it will not) deposit or cause to be deposited such Shares into any depository receipt facility established or maintained by a depository bank (including any such facility maintained by the Depository), other than a Rule 144A restricted depository receipt facility, unless such Shares are no longer deemed to be restricted securities.

6. We certify (or the person on whose behalf we are delivering this certificate certifies) that:

A. We are (or it is) a qualified institutional buyer (as defined in Rule 144A under the Securities Act) and a qualified purchaser (as defined in Section 2(A)(51) of the Investment Company Act) that has delivered to the Depository a certification and agreement substantially in the form of Annex I to the Deposit Agreement.

OR

B. We are (or it is) located outside the United States (within the meaning of Regulation S under the Act) and acquired, or have (or has) agreed to acquire and at or prior to the time of the withdrawal will have acquired, the Rule 144A Global Depository Shares or the Shares in an offshore transaction in accordance with Rule 903 or 904 under the Act.

OR

C. We are (or it is) the Company or an affiliate thereof.

Very truly yours,

**[NAME OF CERTIFYING ENTITY]**

By: \_\_\_\_\_  
Title:

Dated: