



**ELECTRICITY GENERATION LICENSE FOR  
AGATOBWE HYDROPOWER PLANT**

**N°: 032/EG/LIC/EL-EWS/RURA/2020**

In exercise of the powers conferred upon the Rwanda Utilities Regulatory Authority by the law n°52/2018 of 13/08/2018 modifying law n° 21/2011 of 23/06/2011 governing electricity in Rwanda and the Electricity Licensing Regulations N° 002/ENERGY/EL/RURA/2013 of 25<sup>th</sup> July 2013;

The Authority hereby grants a License for Electricity Production to:

**CARERA-EDERER & TIGER Limited**

Operating under Company Code:

**N° 106851732 dated 10/01/ 2017**

To engage in electricity generation activities subject to and in accordance with the provisions of this License.

This license enters into force on <sup>18</sup>18./02/ 2020 and expires on <sup>18</sup>18./02/2045.

**Dr. Ignace GATARE**  
**Chairperson of the Regulatory Board**

A large, stylized handwritten signature in blue ink is located at the bottom center of the page. To its right, there are two smaller, circular handwritten initials or marks, also in blue ink.

## TERMS AND CONDITIONS OF THE LICENSE

### 1. GENERAL PROVISIONS

This license has been issued in accordance with the Law N° 52/2018 of 13/08/2018 Governing Electricity in Rwanda and the Electricity Licensing Regulations, based on the License application submitted by **CARERA-EDERER & TIGER Limited** dated **October 03<sup>rd</sup> 2019**.

(1) Licensee's Seat:

Province : **Kigali City**  
District: **Nyarugenge**  
E-mail: **careraederertiger@gmail.com**  
P.O. Box: **2099 Kigali**

(2) Contact Person on behalf of the Licensee

**Theogene UWAYO**  
**Chairman & Managing Director**  
**Tel: +250788301583 / +250788658784**  
**E-mail: uwayotheo@gmail.com**

(3) This license enters into force on <sup>18<sup>th</sup></sup> ~~15<sup>th</sup>~~ /02/2020 and is valid for **25 years** through <sup>18<sup>th</sup></sup> /02/2045.

### 2. Definitions

In this License, unless otherwise specified or the context otherwise requires, the following terms shall have the following meaning:

1. **"Ancillary services"**: services required for maintaining established standards of safety, reliability and quality for electricity supply. Ancillary services include: reactive power compensation, frequency and voltage control, voltage levels, fast start-up of some units, maintenance of stand-by capacity and other services of this kind;
2. **"The Authority"**: Rwanda Utilities Regulatory Authority under the Law No. 09/2013 of 01/03/2013;
3. **"Authorized territory"**: The geographically limited region specified in the Annexes to this License within which Licensee is authorized to perform the Licensed Activity;
4. **"Electricity Law"**: The Law N° 52/2018 of 13/08/2018 governing Electricity in Rwanda;
5. **"Force Majeure"**: An event beyond the control of the Licensee which prevents him/her from complying with any of its obligations under this License, including but not limited to:


- (a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
  - (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
  - (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
  - (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
  - (e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or acts or threats of terrorism;
6. **Interconnected Power System (IPS)**”: The Transmission System, Distribution System and any other connected system elements including Customers, Power Stations and Interconnections;
7. **“Grid Code”**: The document (or set of documents) that legally establishes technical and other requirements for the connection to and use of the interconnected Power System by participants in a manner that ensures reliable, efficient, safe and ongoing operation of the IPS in line with the technical and procedural rules and standards issued by the Authority;
8. **“License”**: The document issued by the Authority which authorizes the licensee to carry out the activity specified in the license under the conditions prescribed therein;
9. **“Licensee”**: A person who holds one of the licenses issued by the Authority under the Electricity Licensing Regulations;
10. **“System operator”**: The licensee in charge of control and management of electricity flows over transmission or distribution systems and related ancillary services;
11. **“Power Purchase Agreement”**: A legal contract between the generator and the buyer for the purchase and sale of electricity generated;
12. **“Production”**: The generation of electricity in any power plant connected to transmission or distribution networks and any auxiliary activities of transport up to the supply point of transmission or distribution networks, as well as self-supply production.

### 3. Undertaking to which the License relates

- (1) This License is specific and limited to **electricity generation activities** and applies to **AGATOBWE Hydropower Plant** which are procured, constructed, installed, owned, maintained and operated by the Licensee;
- (2) The Licensee shall have the right to:
  - (a) Construct, operate, maintain, and manage its production facilities complying with license conditions;
  - (b) Generate electrical energy for auto production (self-use) and/or sell it to other Licensees or large consumers in accordance with the power purchase agreement or any other contract concluded as approved by the Authority;
  - (c) Access the transmission or distribution networks in accordance with a contractual agreement between him/her/it and the transmission or distribution company approved by the Authority;
- (3) The Licensee may supply a third party by direct line, upon approval by the Authority.
- (4) The License does not authorize nor entitle the Licensee to carry out any other undertaking except the undertaking herein specified and licensed.

### 4. Connection and use of Transmission/Distribution system

- (1) The Licensee shall have the right to connect to and use the transmission/distribution system in accordance with the Grid Code and the Connection Agreements agreed between the Licensee and the transmission/distribution Licensee;
- (2) In order to connect and use the transmission/distribution system, the Licensee shall enter into a Connection Agreement in each connection point in accordance with the Grid Code and in such standard form as the Authority shall approve and as the transmission/distribution Licensee may amend from time to time, provided that any amendment shall require the approval of the Authority;
- (3) For the connection and use of the transmission/distribution system, the Licensee shall pay to the transmission/distribution Licensee the applicable tariff approved by the Authority;
- (4) Energy exchanged between licensee's shall be undertaken through metering systems as specified in the Metering Code and such meters shall be certified in accordance with the procedures specified in the Metering Code and any applicable directive of the Authority.



- (5) The Licensee shall comply with all applicable procedures regarding maintenance and accuracy of the meters specified in the Metering Code. The Licensee shall take all reasonable steps to prevent tampering with or damage of such meters.

#### **5. Operational Records**

The Licensee shall maintain databases in a form acceptable to the Authority with information concerning the operations of each individual generation facility, including, but not limited to, data on outages and failures, the causes and duration of power failures.

#### **6. Exceptions and limitations on the licensee's obligations**

If the Licensee is prevented from performing any of his obligations under this license because of Force Majeure:

- (1) The Licensee shall notify the Authority of the obligations he is prevented from performing not later than fifteen (15) working days; and
- (2) The Authority may suspend those obligations and the Licensee will not be liable to perform those obligations, for so long as the Force Majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this license, or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at his expense through the use of alternative sources, work-around plans or other means.

#### **7. Establishment of an office in Rwanda**

- (1) The Licensee shall at the commencement of this license provide to the Authority an electronic, postal and physical address of an office in Rwanda at which communication from the Authority may be sent or delivered.
- (2) The Licensee shall inform the Authority of any change regarding its electronic, postal or physical address.

#### **8. Provision of Information to the Authority and other licensee**

- (1) The Licensee shall submit an annual report detailing his licensed activities. The report shall encompass all financial, technical and commercial aspects as well as consumer services.
- (2) The Licensee shall on request by the Authority provide it with any information relating to his activities conducted under or in connection with this license, as the Authority may consider necessary for the purpose of performing the functions assigned to it under the Electricity law and Electricity Licensing Regulations.

- (3) The Licensee shall also provide to other licensees such information as may be reasonably required by those licensees in order to ensure the secure and efficient operation, coordinated development and inter-operability of the electricity network.
- (4) The Licensee shall provide the Authority with contracts concluded with other Licensees and shall also provide the Authority with consumer's contracts forms and templates, all for review and approval. Any contract concluded in a different manner is considered null and void. The Authority has the right to keep copies of those contracts.

For the purpose of this Condition, "information" shall include any plans, drawings, specifications, designs, documents, reports, accounts, statistics, registers (including registers relating to the Licensee's Members or Directors and Secretaries from time to time) or planned annual maintenance schedules (whether or not prepared specifically at the request of the Authority or other licensee) of any description specified in the request.

#### **9. Compliance monitoring and inspection**

- (1) The Authority or any person authorized by the Authority in writing may:
  - (a) at all reasonable times, enter upon the premises of the licensee and inspect or investigate any plant, machinery, books, accounts and other documents found thereat and take copies thereof;
  - (b) Access to the licensee's works for the purposes of any inspection or for ascertaining if the provisions of the licensing regulations or this license are being complied with;
  - (c) Require the licensee to furnish to the Authority, books, accounts, records and other documents in such form as the Authority may demand;
- (2) Any person authorized by the Authority shall produce proof of such authorization at the request of any person affected by his activities.
- (3) Entry into the licensee's works pursuant to paragraphs (1) of this Condition shall be upon reasonable notice. The Authority may, at his own discretion, conduct an inspection to the Licensee premises without a prior written notice.

#### **10. Confidentiality and use of information**

- (1) The Licensee shall maintain the confidentiality of the information and data it possesses on other licensee, in accordance with the agreements with such licensee, where applicable,

- (2) The Licensee shall not disclose such information to third parties (other than the Authority) except when requested by Laws and Regulations, or to the extent authorized by the concerned licensee or the Authority,
- (3) The Licensee shall ensure (and shall procure that its affiliates shall also ensure) that all information received by it relating to the undertaking:
  - (a) is not used by the Licensee or its affiliates for any purpose other than that for which it was provided or for a purpose permitted by this License; and
  - (b) is not used by the Licensee or its affiliates for any commercial advantage in the provision of any service other than a service comprised in the undertaking.
- (4) The Licensee may request the Authority not to disclose commercially sensitive information provided by the Licensee to the Authority pursuant to this License. Upon satisfaction of the Authority that the information is commercially sensitive, the Authority shall not disclose any part of or all of such information, as applicable, without the prior approval of the Licensee. These restrictions shall not apply to:
  - (a) Information which is in the public domain; or
  - (c) Information which is, or becomes, publicly known or available other than through the action of the Authority; or
  - (d) Information relating to performance and the level of compliance of the Licensee with the Performance Standards.

#### **11. Compliance with laws, regulations, decisions and orders**

- (1) The Licensee shall fully comply with the regulations, rules, codes, standards, guidelines, directives, decisions or orders issued by the Authority in the discharge of its functions under the Electricity Law and the Law establishing the Authority.
- (2) The Licensee shall remain in compliance with all applicable laws and with all other rules, regulations, decisions and orders, as amended from time to time by the competent organs.
- (3) Upon the written request of the Authority, the Licensee shall participate to the extent specified by the Authority in the development and/or review of any rules, codes, standards and guidelines to be prescribed or prescribed by the Authority.
- (4) All costs associated with compliance with such regulations, orders and directives shall be the responsibility of the Licensee.



## **12. Compliance with the Grid Code**

- (1) In planning, providing connection, operating and maintaining its facilities, the Licensee shall fully comply with the Grid Code and all applicable standards;
- (2) In case the Licensee finds that it is, or will be, unable to comply with any provision of the Grid Code at any time, the Licensee shall make such reasonable efforts as are required to remedy such non-compliance as soon as reasonably practicable and immediately notify the Authority.
- (3) The Authority may, following consultation with the Licensee and other licensees or users that may be affected, and for good cause shown, issue directives relieving the Licensee of his obligations to comply with specific provisions of the Grid Code in respect of such parts of the Licensee's system and/or to such extent or duration as may be established in such directives.

## **13. Performance standards and quality of supply and service**

- (1) The Licensee shall conduct his undertaking in the manner which achieves Performance Standards and quality of supply and service levels to which he is subject, as may be established or approved by the Authority, or any other applicable standards established in Codes or Regulations issued by the Authority.
- (2) The Licensee is obliged to undertake periodic preventive maintenance activities for his own network equipment according to implementation programs approved by the Authority. Furthermore, the Licensee is obliged to perform emergency or major maintenance works required for the network components to ensure continuity and reliability of the electrical supply.
- (3) The Licensee shall submit from time to time, as provided for in the Performance Standards or in the monitoring procedures, the information required enabling the Authority to monitor his compliance with the Performance Standards and quality of supply and service levels.
- (4) The Licensee shall not be in breach of his obligations under this License if he has failed to meet the Performance Standards or any other standard established in Codes directly due to Force Majeure, provided that the Licensee has used reasonable efforts, to the extent reasonably possible, to comply with the Performance Standards or any other applicable operating standard established in Codes, as the case may be.

## **14. System losses**

The Licensee shall achieve an efficient level of system losses (due to technical or any other reason) on his own system. In complying with this Condition, the Licensee may have standard levels of system losses approved by the Authority as one aspect of the minimum Performance Standards.



### **15. Cooperation with System Operator**

The Licensee shall cooperate with the System Operator, and shall comply with the System Operator schedule for dispatch of power produced at particular generation facilities.

### **16. Quality Improvement**

The Licensee may be required to submit periodic reports on a plan for improvement of his licensed activities and related services.

### **17. Environmental, health and safety obligations**

- (1) The Licensee shall comply with the provisions of all environmental, health and safety laws in force in Rwanda as amended from time to time.
- (2) The Licensee shall carry out his undertaking in a manner that is designed to protect the health and safety of its employees, users of the service and the public in general that would be affected by his operations.

### **18. Events of which licensee must promptly notify the Authority in writing**

The Licensee shall promptly notify the Authority in writing of the occurrence of any of the following events:

- (a) any accident by electric shock, and also of any other accident of such kind as to have caused, or to have been likely to have caused loss of life or personal injury, and of any explosion or fire, which has arisen from its facilities and also notice of any loss of life or personal injury occasioned by any such accident, explosion or fire;
- (b) such notice shall be sent to the Authority within 48 hours after the accident, explosion or fire occurs, or, as the case may be, after the loss of life or personal injury becomes known to the licensee.
- (c) any forced outage affecting a significant portion of the undertaking which is likely to subsist for a continuous predetermined duration specified in the special conditions of this license;
- (d) any event which threatens the Licensee's financial ability to discharge his obligations under this license or any agreement or contract.

### **19. Disposal of assets, change in capital and change in control**

- (1) The Licensee shall be required, for the duration of the License, to notify the Authority of any of the following:
  - (a) any acquisition by a third party of more than 25% of the Licensee's share capital;

- (b) a change in Control of the Licensee;
  - (c) the intention of the Licensee to increase or decrease its authorized capital or its paid up capital.
- (2) The Licensee shall be required, for the duration of the License, to obtain the prior written approval of the Authority for any of the following:
- (a) disposal of any part of the Licensee's electric power undertaking (including any of the assets forming part of the undertaking) by means of sale, transfer, merger, lease or any other means; and
  - (b) any action that may lead to a decrease of the Licensee's share capital existing at the time this License was issued that may affect the financial, technical or operational qualifications on which the granting of this License was based.
- (3) For the purposes of paragraph (1) (b) above, a person shall be considered to have control of the Licensee if the person exercises, or is entitled to acquire direct or indirect control over the Licensee's affairs, and in particular, if the person possesses or is entitled to acquire a majority of the issued share capital of the Licensee or to exercise a majority of the voting rights in the Licensee.
- (4) For the purpose of paragraph (2) (a), the Licensee shall have the right to dispose of an asset or part of its undertaking without the prior approval of the Authority if the competent organ has issued a directive granting a general consent for the disposal of the assets of a specified description or below a specified value, and the licensee has provided, prior to the disposal, the Authority with evidence that the asset or part of undertaking to be disposed of falls within the provisions of such directive.
- (5) Without prejudice to paragraph (4) above, the licensee may apply by written notice to the Authority for permission of disposal of assets, specifying assets to be disposed and the reasons, or for the approval of any of the actions set out in paragraph (2) (b) above.
- (6) The Licensee may dispose of the relevant assets, or may undertake any of the actions set out in paragraph (2) (b) above, as specified in the notice referred to in paragraph (5), if:
- (a) the Authority confirms in writing that it consents to such disposal or action; or
  - (b) the Authority does not inform in writing of any objection to such disposal or action within thirty (30) calendar days from the reception of the notice;
  - (c) paragraph (4) above applies, or

- (d) the Licensee is obliged by relevant Laws and regulations or final order of a competent Court of Law to dispose of the relevant asset or part of its undertaking, but without prejudice to the Authority's power to revoke this License as a result of such disposal.

## **20. Financial Stability and Solvency**

- (1) The Licensee shall remain under an obligation throughout the license term to demonstrate its financial stability and solvency.
- (2) The debt of a Licensee-pertaining to the licensed activity-may not exceed the maximum limits that the Authority finds compatible with the economic and financial stability of the Licensee.

## **21. Account and audit**

- (1) In the event that the Licensee holds one or more licenses in addition to this license, unless specifically exempted by the Authority or treated as a single undertaking by the Authority, the Licensee shall ensure that the accounts of each undertaking under each license shall be kept separate and distinct in accordance with the accounting standards applicable in Rwanda and the manner and form prescribed by the Authority.
- (2) The Licensee shall maintain separate accounts for licensed activities so that they are completely separate from any accounts related to any other non-licensed activities practiced by the Licensee.
- (3) The Licensee shall maintain his books of accounts (relating to his undertaking by virtue of this license) in the form and particulars prescribed by the Authority.
- (4) The Licensee shall ensure that the accounts pertaining to the Licensee's undertaking are examined and audited by certified public accountants.
- (5) The Authority may at any time, and at the licensee's expense, require certified public accountants to investigate and report to it upon any such particular matter or things relating to or arising out of the accounts of the Licensee in respect of the undertaking to which this license relates.
- (6) The Licensee shall give to the certified auditor and his personnel access to such books and documents relating to the undertaking as are necessary for the purposes of the audit, and shall when required furnish to him and them all vouchers and information requisite for that purpose, and shall afford to him and them all facilities for the proper execution of his or their duty.

- (7) The Licensee shall ensure that any report made by a certified public accountant, or such portion thereof as the Authority may direct, shall be appended to the annual statement of accounts of the Licensee.
- (8) Without prejudice to the generality of paragraph (3), the Authority may call for the furnishing of accounting Information which is more extensive than, or differs from, that required to be prepared and supplied to the Authority.

## **22. Financial Reporting**

- (1) The Licensee is obliged to provide all the financial data requested by the Authority that would enable the Authority to perform its oversight role in monitoring Licensee operations, especially the following data:
  - (a) The Licensee's estimated budget for each successive fiscal year including targeted revenues, expected expenses in the light of expected demand, price of sale, expected cost and the Licensees investment and cash flow (capital and operating) budgets;
  - (b) The Licensee's certified financial statements (Balance sheet, Income statement, Cash flow statement) for each fiscal year and the final statement with the certified account controller's report and his remarks on such accounts attached thereto;
  - (c) All relevant data required in the Tariff rules and Tariff proceedings.
- (2) The Licensee must ensure that there are no cross-subsidies between his licensed activities and any other activities affiliated to the Licensee, other Licensees or any shareholders.

## **23. Fair competition and restriction to horizontal or vertical integration**

- (1) The licensee shall:
  - (a) not show undue preference to, or exercise unfair discrimination against, any person or other licensee, in respect of his undertaking;
  - (b) not engage in any practice or enter into any arrangement that has the object or the likely effect of preventing, restricting or distorting competition in the electricity market;
  - (c) comply with every directive issued by the Authority for the purpose of preventing any practice or arrangement that has the object or effect of preventing, restricting or distorting such competition.

- (2) Without the prior written consent of the Authority, which consent shall not be unreasonably withheld, the Licensee shall not directly or indirectly acquire shares or interest in another electric power undertaking within the Republic of Rwanda.

#### **24. Acquisition of any property for purposes of this license**

- (1) Prior to the commencement of licensed activities, the Licensee is obliged to ensure that it owns the property or have the right to conduct the licensed activities on the property. The Authority may require the licensee to file a plan to obtain any defects in title with regard to existing license plant facilities and equipment.
- (2) In contracting or arranging for the provision of goods, assets and services required to enable the licensee to carry out his undertaking, the licensee shall purchase or otherwise acquire such goods, assets and services from the most economical sources available to him, having regard to the quantity and nature of the goods, assets and services required to enable him to discharge his obligations under this license and to the diversity, number and reliability of such goods, assets and services at that time available for purchase or other acquisition.
- (3) Any contracts or arrangements for the purchase of goods, assets and services from an associated company or a related undertaking shall be on arm's length terms.

#### **25. Code of Ethics**


- (1) The Licensee shall employ qualified personnel to guarantee carrying out the licensed activities in an acceptable manner.
- (2) The Licensee shall establish a code of ethics applicable to all employees and shall enforce compliance with the code of ethics. The code of ethics shall ensure the highest and best business practices.

#### **26. Insurance**

The Licensee shall adopt and implement reasonable and prudent policies in relation to the management and insurance of risks associated with the undertaking.

#### **27. Renewal of the license**

- (1) This License may be renewed in accordance with the provisions of the Electricity law and the Electricity Licensing regulations.
- (2) If the Licensee wishes to renew this License after its expiration date, the Licensee shall submit to the Authority an application for renewal not later than 180 days prior to the expiration of this License.



(3) The Authority shall have the right to accept or reject the application for renewal in light of the Licensee's performance during the period preceding the application for renewal.

(4) The Authority may renew the license during its effective term at the request of the licensee or upon the Authority's own motion in order to modify the license conditions to address significant changes in law or factual circumstances. The Authority specifically reserves the right to modify this license to comply with the provisions of any new regulations adopted by the Authority.

#### **28. Modification, transfer, suspension or revocation of the License**

(1) The Conditions of this License are subject to modification in accordance with the provisions in the Electricity law and the terms specified the Electricity Licensing regulations in Article 24.

(2) This License may not be altered, revised or modified by the Authority, except with the consent of the licensee.

(3) The License may be suspended or revoked in accordance with the provisions of the Electricity law and the terms of Electricity licensing regulations Article 27.

(4) The Authority may review the license during its term in order to modify, transfer or revoke the license in accordance with the Electricity licensing regulations and License terms and conditions.

#### **29. Decommissioning**

The Licensee shall submit a plan to decommission and/or remove all facilities and structures, and return the land to its original condition at the end of the license term if the license has not been renewed or transferred. The Authority may require the Licensee to submit a decommissioning plan prior to the expiration of the license term.

#### **30. Review of the Authority Decisions**

(1) The Licensee shall have the right to apply to the Authority for review of its decisions in relation to revocation or amendment of this License or any other decision that affects the Licensee's undertaking or its rights under this License.

(2) If requested by the Licensee in the prescribed manner, the Authority may review its decisions that affect the Licensee's undertaking or its rights under this License, including its decision in relation to revocation or amendment of this License.

### **31. Appeal**

- (1) Where the licensee is not satisfied with the decision of the Authority he/she/it may appeal before the competent Court.
- (2) The Authority decisions shall remain effective pending a final judicial decision on the appeal.

### **32. Handling of complaints**

- (1) The Licensee shall comply with applicable provisions relating to the resolution of complaints and disputes as may be prescribed by the Authority from time to time, and in particular:
  - (a) Implement procedures, approved by the Authority, to receive process and respond to complaints relating to the quality of supply and service;
  - (b) maintain a record of information about the identity of the complainant, type of malfunction or complaint, the location, in case of interruptions the outage time and the time taken to connect or reconnect the complainant, and all such matters established in the quality of supply and Performance Standards; and
  - (c) submit to the Authority reports about malfunctions, interruptions, problems in quality of supply and service and consumers' complaints in the form and manner approved by the Authority;
- (2) The Licensee shall, whenever requested to do so by the Authority, review the complaint resolution procedures, with a view to effect improvements.
- (3) The Licensee shall make available free to his consumers a current copy of the applicable complaints resolution procedures, as from time to time revised, at all his office premises during normal working hours.

### **33. Adherence to the terms of the License and Penalties**

- (1) Where the Authority is convinced that the Licensee has contravened any of the conditions of this License, the Authority may issue an order requiring the Licensee to take specific actions or to refrain from taking specific actions in order to rectify the contravention.
- (2) Prior to issuing such order, the Authority shall inform the Licensee of its intention to issue the order and the grounds upon which the order will be issued and provide the Licensee an opportunity to make a representation in accordance with the procedure, including time period, specified by the Authority in a directive.

- (3) Without limiting any other right or remedy available to the Authority, the Authority may issue an order specifying a penalty for each day the Licensee is in default of compliance. If the Licensee fails to make payment on any amount of penalty to the Authority, interest shall accrue at the rate as established in such order.

#### 34. Applicable Fees

The Licensee is obligated to pay any fee prescribed by the Authority, as amended from time to time during the term of this license.

#### 35. Termination of the License

The License shall be terminated on the following:

- (a) upon the request of the Licensee subject to terms and conditions determined by Authority;
- (b) due to force majeure when the licensed activity cannot be performed; or
- (c) after the expiration of the License validity period, provided that the Licensee does not submit a request for extension of the License.

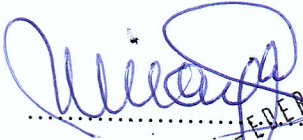
#### 36. Waiver

No waiver of any breach of any provision of this License shall be effective or binding unless made in writing. Any such waiver shall be limited to the specific breach concerned

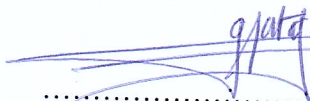
#### 37. Entry into force

This License shall come into force on the date of its signature.

Signed in Kigali in three copies on 15<sup>th</sup> /02/2020

  
Licensee represented by  
**Theogene UWAYO**  
Managing Director  
CARERA-EDERER & TIGER Limited

*CARERA-EDERER & TIGER*  
*KIGALI RWANDA*

  
Licensor represented by  
**Dr. Ignace GATARE**  
Chairperson  
Regulatory Board

