ANNEX 5

AMENDED VAS LICENSE
CLASS LICENSE FOR VALUE ADDED SERVICES

GRANTED TO
[Bahrain Telecommunications Company B.S.C.]
Commercial Registration No. 11700

BY THE TELECOMMUNICATIONS REGULATORY AUTHORITY
UNDER THE LEGISLATIVE DECREE 48 OF 2002 WITH RESPECT
TO TELECOMMUNICATIONS

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Approved by the Acting General Director

Nasser bin Mohamed Al-Khalifa
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CLASS LICENSE FOR VALUE ADDED SERVICES GRANTED BY THE TELECOMMUNICATIONS REGULATORY AUTHORITY

1. GRANT OF LICENSE

1.1 The Telecommunications Regulatory Authority (the “Regulator”) hereby grants this License, under section—Article (32) of the Telecommunications Law promulgated by Legislative Decree No. 48 of 2002, to whoever has satisfied the procedure and requirements for such a grant (the “Licensee”) by virtue of which the Regulator authorizes the Licensee to provide the telecommunications services described herein in the Licensed area set out herein (the “License”).

1.2 This license License shall be subject to the provisions herein stated, the Telecommunications Law and any regulations issued thereunder.

2. DEFINITIONS

2.1 For the purposes of this license License:

(a) A meaning or definition provided for any word, phrase or expression under the Telecommunications Law shall also be applicable to such word, phrase or expression in this license License; unless the context requires otherwise.

(b) The following terms and expressions shall have the following meanings unless the context requires otherwise:

“Affiliate” means, as used with respect to any person Person, any other person Person directly or indirectly controlling, controlled by, or under common control with, that person Person. For the purposes of this license the term affiliate (in relation to the Licensee) shall include the Separated Entity and/or any other Person determined by the Regulator to be an affiliate of the Licensee in the case
where one person owns, directly or indirectly, 50% or more of the share capital, voting rights, securities or other ownership interest of another person, both such persons shall be deemed an affiliate;

"Amendment Date" means [5 May] 2019;

"Call" includes communications conveying voice and data;

"Control" means, as applied to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management of that person, whether through ownership, voting or other means and "controlling" and "controlled" shall be construed accordingly;

"Effective date" means the date referred to in section 145.1;

"Force Majeure" means any cause affecting the performance by the Licensee of any obligation hereunder arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental or States' acts or regulations, fire, flood, inclement weather, terrorism or any disaster or an industrial dispute (other than relating to the Licensee's own workforce) affecting the provision of Licensed services. Any act, event, omission, happening or non-happening only will be considered Force Majeure if it is not attributable to the willful act, neglect or failure to take reasonable precautions of the Licensee, its officers, contractors, sub-contractors, agents, servants or employees;

"International telecommunications services" means the provision of telecommunications services between the Kingdom of Bahrain and other countries;

"Internet" means an integrated computer network through which users are connected to each other by means of the TCP/IP family of protocols;
“Licensed area” means the territory of the Kingdom of Bahrain;

“Licensed services” means all telecommunications services described in section 24.1;

“Separated Entity” means the legally separate entity established by the Bahrain Telecommunications Company B.S.C. to deploy, install, operate, manage and maintain the Fixed Telecommunications Infrastructure Network and supply wholesale products and services (defined as Licensed Services in the Separated Entity’s Fixed Telecommunications Infrastructure Network Licence) in the Kingdom, namely NBNetCo BSC (c):

“Structural separation” means the division of an integrated telecommunications business of a licensee into two or more separate legal entities so that each entity independently performs distinct licensed telecommunications activities and owns and has day-to-day control of the assets and operational capabilities, including employees, by means of which such activities are carried out and

“Undertakings” means the measures the Licensee and the Separated Entity are required to undertake in relation to the separation of Batelco into the Separated Entity and the rest of Batelco (including the Licensee) as agreed by the Regulator and

“Value added services” means enhanced or value added telecommunications data and/or voice services that act on the format, content, code or protocol of information in order to provide the user with additional or different information or that involve subscriber interaction with stored information, including computer and data processing services, data information and exchange services, credit card verification services but excluding transmission services to or over the internet.
3. LICENSEE OBLIGATIONS

3.1 The Licensee shall comply with:

(a) those parts of the Undertakings which apply in any respect to the Licensee, subject to the terms of this License, which shall take precedence over the Undertakings to the extent that there is any inconsistency between them;

(b) the terms of the Telecommunications Law and any regulations promulgated thereto; and

(c) the terms of all decisions, determinations, orders and/or any other regulatory instrument issued by the Regulator.

3.2 Failure to comply with any of the obligations set out in section 3.1 shall constitute a serious breach of this License and the Telecommunications Law.

3.3 The Licensee is and shall remain at all times throughout the term of this License, a separate legal entity with its own board of directors and independent management in accordance with the governance criteria specified by the Regulator.

3.4 The Licensee shall act on an independent basis from the Separated Entity. The Licensee’s corporate identity or branding shall not be the same as, or such that it could be confused with, that used by the Separated Entity or the rest of Batelco. The Licensee shall not position its corporate identity or branding in close proximity to that used by the Separated Entity or the rest of Batelco.

3.5 The Chief Executive Officer (or equivalent) of the Licensee shall be a different individual from the Chief Executive Officer (or equivalent) of the Separated Entity.
3.6 The Licensee shall ensure that as a minimum from the Amendment Date:

(a) The following functions and the relevant individuals within those functions are separate from the equivalent functions and individuals in the Separated Entity: legal (including the General Counsel or equivalent), company secretarial, regulatory, treasury, finance, network management, procurement, product development, sales and marketing, and customer care; and

(b) The Licensee shall have separate and independent advisers from the Separated Entity, including without limitation legal advisers, financial advisers and auditors.

The Licensee shall not, without the prior written approval of the Regulator, avail itself of any shared services or functions with those used by the Separated Entity.

The Licensee shall ensure that within nine (9) months from the Amendment Date all other functions and the relevant individuals within those functions shall be separate from the equivalent functions and individuals in the Separated Entity. This includes without limitation human resources, internal audit, IT and security.

2.23.7 From the Amendment Date the Licensee shall continue to offer all products and services offered immediately prior to the Amendment Date.

3.4 LIICENCED SERVICES

3.14.1 The licensee is authorised on a non-exclusive basis to provide value added services in the licensed area.

4.2 Unless approved in writing by the Regulator the Licensee shall not provide any of the services provided by the Separated Entity pursuant to the Separated Entity's Fixed Telecommunications Infrastructure Network License.
4.3 The licensee may, with the prior written approval and subject to such conditions as the Regulator may consider necessary, provide any licensed service through an Affiliate or sub-contract the provision of any licensed services to another person, provided that:

(a) ______ however such Affiliate or other person is not the Separated Entity; and

(b) ______ the licensee shall continue to be fully liable for any obligation arising in relation to the provision of such licensed service.

4.4 The Regulator may revoke its any approval given pursuant to section 4.3 above at any time by providing reasonable advance notice to the licensee in writing. The prior written approval of the Regulator shall not be required if such Affiliate is and remains wholly-owned by the licensee, provided always that the Regulator shall be notified of such arrangement.

4.5 Unless otherwise approved by the Regulator in writing, the Licensee is not authorized to:

(a) ______ deploy, operate or maintain any fixed fibre assets or fixed telecommunications infrastructure; and/or

(b) ______ install, operate or manage a fixed telecommunications network.

4.24.6 If approval is granted by the Regulator under section 4.5, the approval may be subject to such conditions as the Regulator deems necessary to ensure the objectives of the Telecommunications Law (including conditions relating to the migration and/or decommissioning of any such fixed fibre assets to the Separated Entity).
4.5. **TELECOMMUNICATIONS FACILITIES AND NETWORKS**

5.1 The licensee shall have the right to access the telecommunications facilities and interconnect with the telecommunications network of public telecommunications operators in accordance with **Article 57** of the Telecommunications Law and the terms of any license granted to any such operator pursuant to **Articles 25** and **80(a)** of the Telecommunications Law.

4.5.2 The licensee shall have the right to access any Fixed Telecommunications Infrastructure Network in line with any agreements entered into with any holder of a Fixed Telecommunications Infrastructure Network License.

5.6. **RELATIONS WITH SUBSCRIBERS**

5.6.1 Without derogating from **Article 55** and **Article 56** of the Telecommunications Law, the licensee shall publish a code of practice for subscriber affairs approved in writing by the Regulator, giving guidance to the licensee’s subscribers in respect of any disputes and complaints relating to the provision by the licensee of the services.

5.6.2 The licensee shall prepare an initial draft of the code of practice on subscriber affairs and submit it for review by the Regulator within three (3) months of the effective date.

5.6.3 The code of practice on subscriber affairs shall contain guidelines on the following issues:

(a) complaints;

(b) dispute settlement;

(c) location of customer service departments;
(d) quality of service;

(e) provision of ancillary services;

(f) other matters dealt with in the terms of service of the standard subscriber agreement referred to in section 56.5; and

(g) guidelines on service termination.

5.46.4 After approval of the code of practice by the Regulator, the licensee shall report to the Regulator on an annual basis (within one (1) month of the end of the licensee’s accounting period) on the performance of the licensee in meeting the guidelines set out in the code of practice on subscriber affairs, and on the progress made in implementing the guidelines.

5.56.5 Within three (3) months of the effective date, the licensee shall submit to the Regulator for its review a form of standard agreement containing the terms for the provision of services to subscribers (the “standard subscriber agreement”). The Regulator may raise objections and require the introduction of such modifications as the Regulator deems necessary. If no objections are raised or modifications required by the Regulator within thirty (30) days of the submission of such form, such form may be used by the licensee.

5.66.6 Any modifications to such agreement also are subject to the foregoing provisions. In addition, the Regulator may subsequently order the introduction of any modification to such agreement after it becomes aware of any fact or circumstance which requires such modification in order to safeguard the interests of subscribers.
6.7. **TARIFS OF LICENSED SERVICES**

6.47.1 The licensee's tariffs for the provision of licensed services shall be subject to section—Article 58 of the Telecommunications Law and any regulation made thereunder.

6.47.2 Within three (3) months of the effective date, the licensee shall file, in a form to be agreed with the Regulator, the tariffs and the terms upon which it proposes to offer the licensed services in accordance with this License. Until such tariffs and terms have been approved in accordance with this License, the licensee's prevailing tariffs and terms shall remain in effect.

6.47.3 If the licensee wishes subsequently to change the tariffs of a licensed service, it must file the proposed change with the Regulator at least forty-five (45) days prior to the date on which it is proposing that the change is to come into effect.

6.47.4 The Regulator must approve or disapprove the tariffs of the licensed services within thirty (30) days from the date on which they are filed with the Regulator and in the case of disapproval, it shall notify the licensee of such disapproval stating the reasons therefor within such period. The Regulator may disapprove the proposed tariffs only if:

(a) the calculations are incomplete, lack sufficient supporting documents or contain mathematical errors; or

(b) the tariffs violate any other provision of this License, any regulation on tariff controls or any applicable law.

6.57.5 If the Regulator disapproves the terms filed in accordance with section 67.2 and 67.3, the licensee may re-file the tariffs for that licensed service.
with the Regulator in which case the procedure specified in section 67.4 shall apply.

7.8 BILLING

8.1 The Licensee shall only issue bills in respect of its own Licensed services. The Licensee shall not issue bills for any Affiliate including, especially, the Separated Entity.

7.18.2 The Licensee shall upon issuing any bill in respect of any Licensed service ensure that every amount stated as due in the bill is no higher than the amount that represents the true extent of any such service lawfully provided by the Licensee to the subscriber in question.

7.28.3 The Licensee shall, no later than six (6) months from the effective date, establish a procedure to ensure the accuracy of its billing system in accordance with section 7.18.2 above which must be submitted for prior written approval to the Regulator within four (4) months from the effective date. The Regulator shall issue its decision with respect to such procedure within two (2) months of such submission.

7.38.4 The Licensee shall keep such records as may be necessary or may be determined by the Regulator to be necessary for the purpose of satisfying the Regulator that the billing process has the characteristics required above and the Licensee shall for the purposes of this section retain all records for at least two (2) years from the date on which they came into being.

7.48.5 For the purpose of giving the Regulator assurance from time to time that the billing process meets the requirements of this section 7.18.2, the Licensee shall:

(a) furnish the Regulator with any information it requires;
(b) on reasonable notice, allow the Regulator (or any person authorised by the Regulator) access to any relevant premises of the licensee; and

(c) on reasonable notice, allow the Regulator (or any person authorised by the Regulator) to examine or test the whole or any part of the billing process.

7.58.6 The licensee shall, no later than twelve (12) months from the effective date, provide itemised billing information to any subscriber upon request in respect of the tariffs for any services provided to such subscriber. If the Regulator permits the licensee to charge for itemised billing information, any such charge is subject to the prior written approval of the Regulator.

8.9. INTEROPERABILITY AND TECHNICAL STANDARDS

8.49.1 The licensee shall comply with relevant regulations and technical specifications issued by the Regulator in order to ensure interoperability of the services and the telecommunications facilities of the licensee with telecommunications services and telecommunications networks provided by other operators to the extent technically feasible.

9.10. PRIVACY AND CONFIDENTIALITY

9.410.1 The licensee shall use all reasonable endeavours—comply with all obligations upon it (including those referred to at section 3.1)—to ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any person to whom it provides the services by establishing and implementing reasonable procedures for maintaining privacy and confidentiality of such information subject to any
requirement under law. References in this License to confidential information or business secrets shall be understood to include all information that is reasonably considered to be commercially confidential (regardless of whether it has been formally designated as such) and shall include without limitation information pertaining to network coverage and/or capabilities.

10.2 Without prejudice to section 10.1, the Licensee shall not disclose to the Separated Entity any confidential information or business secrets relating to any Person to whom the Licensee provides the Licensed services. The Licensee shall establish and maintain, at all times throughout the term of this License, organisational measures including in particular appropriate information barriers, processes and systems to prevent the disclosure of confidential information by the Licensee to the Separated Entity (and vice versa).

9.2.10.3 The Licensee shall maintain sufficient information on its privacy and confidentiality procedures to satisfy the Regulator, at its reasonable request, that the requirements of sections 9.10.1 and 10.2 are being met.

9.3.10.4 The Licensee shall not use or allow to be used any apparatus which is capable of recording, monitoring, or intruding into calls unless it complies with applicable law.

40.11. ANTI-COMPETITIVE PRACTICES

40.11.1 Without derogating from section Article 65 of the Telecommunications Law, the Licensee shall not, alone or together with others, engage in or continue or knowingly acquiesce in any anti-competitive practices and, in particular, the Licensee shall:

(a) not engage in anti-competitive cross-subsidisation including, in particular, as between the Licensee and the Separated Entity;
(b) if applicable, as determined by the Regulator, not abuse its dominant position;

(c) if it has significant market power, not enter into exclusive arrangements with third parties for the location of its facilities that are required to provide any of the licensed services;

(d) not enter into any agreements, arrangements or undertakings with any person, including any supplier of services that compete with any of the licensed services, which have as their objective or cause the fixing of prices or other restraint on competition;

(e) not use information obtained from competitors if the objective or effect of such use is anti-competitive;

(f) make available to other licensed operators on a timely basis technical information about essential facilities and other commercially relevant information that is necessary for them to provide telecommunications services; and

(g) not (whether in respect of the tariffs or other terms applied or otherwise) show undue discrimination against particular persons of any class or description as respects the provision of any licensed service.

44.12. ACCOUNTING REQUIREMENTS

44.12.1 If the licensee is the holder of multiple telecommunications licenses, within six (6) months of the effective date and on an ongoing basis, the licensee shall in a manner to be approved in writing in advance by the Regulator, keep, draw up, submit to independent audit by an external auditor approved by the Regulator and present in written form, separate accounts for
licensed telecommunications activities, to the extent that would be required if the licensed telecommunications activities in question were carried out by legally independent companies, so as to identify all elements of cost and revenue, with the basis of their calculation and the detailed attribution methods used, related to such licensed telecommunications activities, and the accounts shall include an itemised breakdown of fixed assets. As from the Amendment Date, such accounts shall be drawn up and presented separately from those of the Separated Entity and shall not include any activities carried out by the Separated Entity, except with the prior written consent of the Regulator. Such accounts shall also comply with the requirements of any legal instrument concerned with the presentation of financial material and/or audited accounts.

4.212.2 If the licence licensee is the holder of multiple telecommunications licenses, the Regulator may request the licence licensee to submit other accounting information it may require in order to effectively supervise and enforce the terms of this licence and the provisions of the Telecommunications Law and the regulations issued thereunder.

4.212.3 If the licensee, by virtue of its being the holder of multiple telecommunications licenses, fails to comply with its obligations under section 4.2.1 or 4.2.2 above or if the accounting system presented by the licensee fails to achieve the objectives set forth in these subsections and the Regulator deems it necessary and appropriate in accordance with the provisions of section 3(c) of the Telecommunications Law, it may order the licensee to implement further separation within a period to be determined by the Regulator.

4.13 REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION

4.13.1 Without derogating from section Article 53 and 77 of the Telecommunications Law, the licensee is required to maintain such
information as will enable the Regulator to carry out its functions under the Telecommunications Law in such manner as the Regulator may from time to time request. The Regulator shall have the right to request the licensee to submit periodic reports, statistics and other data as well as request additional information in order to effectively supervise and enforce the terms of this license, the provisions of the Telecommunications Law and the regulations issued thereunder.

13.14. LICENSE FEES

13.14.1 The initial license fee for the period from the effective date until the end of the year in which the license is awarded shall be BD [ ].

13.214.2 The annual license shall be [ ] % of the gross annual turnover of the licensee attributable to the licensed services, payable in advance using the gross annual turnover of the previous year and adjusted for any change when the gross annual turnover for the current year becomes available.

13.314.3 The applicable license fee shall be paid to the Regulator in Bahraini Dinars, in accordance with the Schedule of Fees Regulation.

14.15. DURATION AND RENEWAL

14.15.1 The effective date of this license is June 21, 2018 (the “Effective Ddate”). It shall be valid for a term of ten (10) years.

14.215.2 Upon expiration of the current license term the licensee may apply to the Regulator pursuant to section—Article 33 of the Telecommunications Law for an additional term of ten (10) years.
15.16. MODIFICATION, REVOCAATION AND TERMINATION

16.1 The License may be modified in any of the following ways at any time by:

(a) written agreement between the Regulator and the Licensee.

(b) the Regulator if the Regulator determines that such modification is necessary to make the conditions of the License consistent with terms being imposed generally in respect of all Licenses issued in the same category, for the purpose of ensuring fair competition between licensees in that category or to the extent necessitated by technological development, provided that the Regulator shall have:

(i) given the Licensee six (6) months written notice of the proposed modification; and

(ii) consulted with the Licensee.

(c) an order of modification by the Regulator in accordance with Article 35 of the Telecommunications Law.

(d) a determination of the Regulator that such modification(s) is / are necessary to comply with the Telecommunications Law.

16.2 The License may be revoked in any of the following ways at any time by:

(a) written agreement between the Regulator and the Licensee;

(b) an order of revocation by the Regulator in accordance with Article 35 of the Telecommunications Law;

(c) if the Licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.
The license may be modified and revoked in accordance with section 34 and section 35 of the Telecommunications Law. The Regulator may, in particular, revoke the license if the licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.

16.8.3 The license shall terminate automatically upon the expiry of its term if it is not renewed in accordance with section 145.2 above.

16.17. FORCE MAJEURE

16.17.1 If the licensee is prevented from performing any of its obligations under this license because of force majeure the licensee shall notify the Regulator of the obligations it is prevented from performing as soon as practicable after it becomes aware of such force majeure.

16.17.2 The Regulator may suspend the obligations referred to under section 167.1 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 the law or this license or other reasonable precautions and the inability cannot reasonably be circumvented by the licensee at its expense through the use of alternate sources, work-around plans or other means.

17.18. DISPUTE RESOLUTION

17.18.1 All disputes between the licensee and the Regulator arising out of this license shall be resolved in accordance with the provisions of Chapter XVI of the Telecommunications Law.

17.18.2 The courts of the Kingdom of Bahrain shall have jurisdiction over disputes between the licensee and other licensees in connection with
telecommunications activities which they are licensed to conduct, provided, however, that a party to such dispute may require the dispute to be referred to arbitration, in which case, unless the parties agree otherwise and provided that such agreement is not contrary to Chapter VII of the Civil and Commercial Procedural Law of 1971, the provisions of sections--Articles 67 to 71 of the Telecommunications Law shall apply *mutatis mutandis*.

19. **COMPLIANCE**

19.1 **Without prejudice to the Regulator’s powers under the Telecommunications Law and/or any other regulatory instrument, if the Licensee fails to comply with its obligations under this License, the Regulator may take such action as it deems necessary and appropriate in accordance with the provisions of Article 3(c), 35 and/or 65 of the Telecommunications Law (as appropriate).**

18.20. **NOTICES**

18.20.1 All notices to be sent by the Licensee to the Regulator shall be satisfied if sent by Registered mail with acknowledgement of delivery to the following address:

P.O. Box 10353, Manama, Kingdom of Bahrain.

18.20.2 All notices to be sent by the Regulator to the Licensee shall be satisfied if sent by registered mail with acknowledgement of delivery to the following address:

P.O. Box 14, Manama, Kingdom of Bahrain.

Where the subject of the notice concerns the entire class of the Licensees, the Regulator may instead publish the notice in the official gazette or such other manner that ensures that such notice is brought to the knowledge of the Licensees.
The Regulator may change the address in section 1820.1 provided it shall make announcement to such effect in the official gazette, or by any other manner that ensures that such change is brought to the knowledge of the Licensee, at least fifteen (15) days before such change takes effect.

The Licensee may change the address provided in its License application, provided it notifies the regulator by registered mail with acknowledgement of delivery at least fifteen (15) days before such change takes effect.

Accepted by: Bahrain Telecommunications Company B.S.C

Name:

Designation:

Date: