ANNEX 7

AMENDED VSAT LICENSE
INDIVIDUAL VERY SMALL APERTURE TERMINAL LICENSE

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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[TO BE UPDATED]

Approved by the Acting General Director

Nasser bin Mohamed Al-Khalifa
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INIDIVDUAL LICENSE FOR VERY SMALL APERTURE TERMINAL (VSAT) GRANTED TO THE BAHRAIN TELECOMMUNICATIONS COMPANY B.S.C. BY THE TELECOMMUNICATIONS REGULATORY AUTHORITY

1. GRANT OF LICENSE

1.1 The Telecommunications Regulatory Authority (the “Regulator”) hereby grants the Bahrain Telecommunications Company B.S.C. (which shall not include the Separated Entity as defined below) (the “Licensee”) this License, under section Article 80(e) of the Telecommunications Law promulgated by Legislative Decree No. 48 of 2002, by virtue of which the Licensee is authorized to provide the telecommunications services described herein in the licensed area set out herein (the “License”).

1.2 This 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:

(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; 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, any other person directly or indirectly controlling, controlled by, or under common control with, that 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 167.1;

"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;

"Licensed area" means the territory of the Kingdom of Bahrain;

"Licensed services" means all telecommunications services described in section 34.1;

"Separated Entity" means the legally separate entity established by 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;

"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

"VSAT services" means telecommunications services, including international telecommunications services, provided by means of a satellite telecommunications network between fixed points that are equipped with very small aperture terminal equipment.

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.

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

3.4 LICENSED SERVICES

3.4.1 The Licensee is authorised to provide VSAT services on a non-exclusive basis in the licensed area.

3.4.2 The Licensee is not authorized to provide any international telecommunications service other than as provided for in section 3.4.1, unless it is granted an international telecommunications services license or an international telecommunications facilities license.

4.3 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.

4.4 The Licensee may, with the prior written approval and subject to such conditions as the Regulator may consider necessary of the Regulator, provide any or all of the Licensed services through an Affiliate or sub-contract the provision of any or all of the Licensed services to another person; provided, however, that:

(a) 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 services.

3.3.4.5 The Regulator may revoke its approval given pursuant to section 4.4 above at any time by providing reasonable advance notice to the
licenseeLicensee 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 subcontracting.

4.5. INTERCONNECTION

4.5.1 The licenseeLicensee is not deemed to be a public telecommunication operator and as such it shall not have the right to interconnect with the telecommunications network of public telecommunications operators in accordance with section 57 of the Telecommunications Law.

5.6. PROVISION OF OPERATOR ASSISTANCE SERVICES

5.6.1 The licenseeLicensee may provide, or provide access to, operator assistance services to subscribers, upon request.

5.6.2 The tariff, if any, charged by the licenseeLicensee for the operator assistance services referred to under section 56.1 shall be subject to the prior written approval of the Regulator.

6.7. RELATIONS WITH SUBSCRIBERS

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

6.7.2 The licenseeLicensee shall prepare an initial draft of the code of practice on subscribers affairs and submit it for review by the Regulator within three (3) months of the effective date.
6.37.3 The code of practice on subscribers' 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 67.5; and
(g) guidelines on service termination.

6.47.4 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 subscribers affairs, and on the progress made in implementing the guidelines.

6.57.5 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 licensed 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.

6.47.6 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 modifications in order to safeguard the interests of subscribers.

7.8. TARIFFS OF LICENSED SERVICES

7.8.1 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.

7.8.2 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.

7.8.3 If the licensee wishes subsequently to change the tariffs for a regulated 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.

7.8.4 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.

7.8.5 If the Regulator disapproves the tariffs filed in accordance with section 7.8.2 or 7.8.3, the licensee may re-file the tariffs for that licensed service with
the Regulator in which case the procedure specified in section 78.4 shall apply.

8.9. **BILLING**

9.1 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.

8.9.2 The licensee 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 Licensee to the subscriber in question.

8.9.3 The licensee 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 8.19.2 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.

8.9.4 The licensee 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 Licensee shall for purposes of this licensee Licensee retain all records for at least two (2) years from the date on which they came into being.

8.9.5 For the purpose of giving the Regulator assurance from time to time that the billing process meets the requirements of section 8.19.2, the licensee 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 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.

8.59.6 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 telecommunications 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.

9.10. RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION

9.410.1 The licensee may apply to the Regulator for the right to use telecommunications frequencies or frequency bands in accordance with a frequency to be granted under section of the Telecommunications Law.

9.210.2 The licensee shall ensure that the radiocommunications equipment comprised in any of its radiocommunications stations is designed and constructed, used and maintained, so as not to cause any undue interference even when in use in compliance with the rules from time to time established by the Regulator.

9.310.3 The licensee shall not permit or suffer any person to use its radiocommunications equipment comprised in any of its radiocommunications stations unless the person is under the control of, and authorised by, the licensee.

9.410.4 The licensee shall ensure that all persons using its radiocommunications equipment comprised in any of its radiocommunications stations are made aware of the relevant terms of this licence and any other applicable licence and comply with such terms.
Without derogating from section Article 77 of the Telecommunications Law, the licensee shall permit any person authorised by the Regulator to have access to any of its radiocommunications stations and to inspect or test its radiocommunications equipment at any reasonable time or whenever an emergency situation exists, at any time, for the purpose of verifying compliance with the terms of the License, the provisions of the Telecommunications Law and regulations issued thereunder or for the purpose of investigating sources of radiocommunications interference.

40.11. INTEROPERABILITY AND TECHNICAL STANDARDS

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

44.12. PRIVACY AND CONFIDENTIALITY

12.1 The licensee shall use comply with all obligations upon it (including those referred to at section 3.1) all reasonable endeavours 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 Licensed 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.

12.2 Without prejudice to section 12.1, 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).

14.2.3 The licensee Licensee shall maintain sufficient information on its privacy and confidentiality procedures to satisfy the Regulator, at its reasonable request, that the requirements of sections 14.1 and 14.2 are being met.

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

14.13. ANTI-COMPETITIVE PRACTICES

14.13.1 Without derogating from section Article 65 of the Telecommunications Law, the licensee 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 Licensee shall:

(a) not engage in anti-competitive cross-subsidisation, including, in particular, as between the Licensee and the Separated Entity;

(b) not abuse its dominant position;

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

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

13.14 ACCOUNTING REQUIREMENTS

13.14.1 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.

13.14.2 The Regulator may require the licensee to submit other accounting information it may require in order to effectively supervise and enforce the terms of this license and the provisions of the Telecommunications Law and regulations issued thereunder.

13.14.3 If the licensee fails to comply with its obligations under section 13.4.1 or 13.4.2 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(e) of the Telecommunications Law, it may order the Licensee to implement further structural separation within a period to be determined by the Regulator.

14.15. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION

14.15.1 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 Licensee, the provisions of the Telecommunications Law and the regulations issued thereunder.

15.16. LICENSE FEES

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

15.16.2 The annual Licensee 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.

15.16.3 The applicable License fee shall be paid to the Regulator in Bahraini Dinars, in accordance with the Schedule of Fees Regulation.
17. DURATION AND RENEWAL

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

17.2 The Regulator shall renew the licensee License upon request by the licensee Licensee for additional terms of ten (10) years upon expiration of the current licensee License term, provided that the licensee Licensee is not, and has not been, in material breach of the licensee License (in which case, the Regulator may veto renewal in accordance with section Article 30 of the Telecommunications Law).

18. MODIFICATION, REVOCATION AND TERMINATION

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

(a) Written agreement between the Regulator and the licensee Licensee.

(b) By the Regulator if the Regulator determines that such modification is necessary to make the conditions of the licensee License consistent with conditions being imposed generally in respect of all licences 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 Licensee six (6) months written notice of the proposed modification; and

(ii) consulted with the licensee Licensee;

(c) an order of modification by the Regulator in accordance with section 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.
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 section 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 licensee shall terminate automatically upon the expiry of its term if it is not renewed in accordance with section 167.2 above.

**FORCE MAJEURE**

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.

The Regulator may suspend those obligations referred to under section 189.1 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 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.
49.20. DISPUTE RESOLUTION

49.20.1 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.

49.20.2 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 & Commercial Procedural Law of 1971, the provisions of sections Articles 67 to 71 of the Telecommunications Law shall apply mutatis mutandis.

21. COMPLIANCE

21.1 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(e), 33 and/or 65 of the Telecommunications Law (as appropriate).

20.22. NOTICES

20.22.1 All notices from the licensee to the Regulator and vice versa shall be in writing and sent by registered mail with acknowledgement of delivery to the following addresses:

If sent to the Regulator: P.O. Box 10353, Manama, Kingdom of Bahrain.

If sent to the licensee: P.O. Box 14, Manama, Kingdom of Bahrain

20.22.2 Either party may change its above address by notifying the other party in writing at least fifteen (15) days before such change takes effect.
Accepted by: Bahrain Telecommunications Company B.S.C

Name:

Designation:

Date: