

ANNEX 3

AMENDED ISL LICENSE

**FORM OF INDIVIDUAL LICENCE FOR INTERNATIONAL
TELECOMMUNICATIONS SERVICES TO BE GRANTED TO []BY THE
TELECOMMUNICATIONS REGULATORY AUTHORITY**

1. GRANT OF LICENCE

1.1 The Telecommunications Regulatory Authority (the “**Regulator**”) hereby grants the Bahrain Telecommunications Company B.S.C. (the “**Licensee**”) this License, under section 80(e) of the Telecommunication 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. 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;

“**Call**” include 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 18.1;

“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 wilful act, neglect or failure to take reasonable precautions of the Licensee, its officers, contractors, sub-contractors, agents, servants or employees;

“International gateway” means a telecommunications facility consisting of a switch and associated transmission equipment that connects a national fixed telecommunications network to telecommunications networks in other countries by means of international telecommunications facilities;

“International telecommunications facilities” means telecommunications facilities used or intended for use in connecting the Kingdom of Bahrain to other countries for the provision of an international telecommunications service;

“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 3.1;

“Message” means that part of any transmitted signal representing information to be conveyed from one end user to another;

“Resale services” means telecommunications services purchased from the ~~licensee~~Licensee by another licensed operator and made available to any user, together with such additional services as the licensed operator may provide;

“Router” means a device that examines incoming messages, interprets the address information contained in each message and decides the best route to transmit it to its final destination.;

~~“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~~

3. LICENSED SERVICES

3.1 The ~~licensee~~Licensee is authorised on a non-exclusive basis to provide international telecommunications services by means of a public telecommunications network in the licensed area.

~~3.1.2~~ 3.2 The ~~licensee~~Licensee may, with the prior written approval 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 the ~~licensee~~Licensee shall continue to be fully liable for any obligation arising in relation to the provision of such licensed service. The Regulator may revoke its approval at any time by providing reasonable advance notice to the ~~licensee~~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~~Licensee, provided always that the Regulator shall be notified of such arrangement.

4. TELECOMMUNICATIONS FACILITIES AND NETWORKS

4.1 The ~~licensee~~Licensee shall have the right to access the telecommunications facilities and interconnect with the telecommunications network of public telecommunications operators in accordance with section 57 of the Telecommunications Law and the terms of any license granted to any such operator pursuant to sections 25 and 80(a) of the Telecommunications Law.

4.2 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.

~~4.2.3~~ 4.3 Throughout the term specified in section 18 of this license the ~~licensee~~Licensee shall be required to install, operate and maintain at least one international gateway and/or a router, which shall have been approved in accordance with section 38 of the Telecommunications Law, for the purpose of providing the licensed services.

5. PROVISION OF DIRECTORY INFORMATION SERVICES

5.1 The licensee may provide any licensed operator access to the licensee's directory information on request, in such form as may be determined by the Regulator, on reasonable and fair terms, including reimbursement of the licensee's direct costs reasonably incurred in granting access, provided that:

- (a) the licensed operator undertakes to use the information only to provide directory information services or for the routing of calls;
- (b) the licensed operator undertakes that it will not give its subscribers directory information services in respect of any subscriber who has requested the licensee not to provide such information in relation to such subscriber;
- (c) the licensed operator provides access to the licensee to its own directory information on a similar basis or if the licensed operator is not yet fully operational, provides reasonable undertakings to provide such information; and
- (d) the provision by the licensee to the licensed operator of the information is not unlawful.

5.2 The licensee shall use all reasonable efforts to provide its subscribers, upon request, with access to directory information services available in other countries to which the licensee provides international telecommunications services. Any tariff charged for access to such services shall be subject to the prior written approval of the Regulator.

6. PROVISION OF OPERATOR ASSISTANCE SERVICES

6.1 The licensee shall provide, or provide access to, operator assistance service to users, upon request.

6.2 The tariff, if any, charged by the licensee for the operator assistance service referred to under section 6.1 shall be subject to a prior written approval by the Regulator.

7. RELATIONS WITH SUBSCRIBERS

- 7.1 Without derogating from section 55 and section 56 of the Telecommunications Law, the licensee shall publish a code of practice for subscribers 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.
- 7.2 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.
- 7.3 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 7.5; and
 - (g) guidelines on service termination.
- 7.4 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.
- 7.5 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 Licensee.

7.6 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.

8. TARIFFS OF LICENSED SERVICES

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

8.2 Within three (3) months of the effective date, the licensee 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 Licensee's prevailing tariffs and terms shall remain in effect.

8.3 If the licensee Licensee wishes subsequently to change the tariffs for 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.

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 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.

8.5 If the Regulator disapproves the tariffs filed in accordance with section 8.2 or 8.3, the licensee may re-file the tariffs for that regulated service with the Regulator in which case the procedure specified in section 8.4 shall apply.

9. PROVISION OF RESALE SERVICES

9.1 Subject to any regulations on interconnection and to the provisions of this section 9, the licensee shall, within six (6) weeks of a request by a licensed operator, enter into a written agreement with the licensed operator to provide such licensed services as are reasonably requested to enable that licensed operator to provide resale services. Where the licensee and such licensed operator cannot agree the terms of such agreement within such period of time, either party may refer the matter to the Regulator in writing for determination of such terms within thirty (30) days from referral.

9.2 The licensee shall not be required to enter into an agreement under section 9.1 where to do so would, in its reasonable opinion and with the agreement of the Regulator:

- (a) cause or would be likely to cause danger, damage or injury to any person or to any property; or
- (b) interfere with the operation of its international telecommunications services.

9.3 The licensee shall ensure that the agreement referred to in section 9.1 above is offered on terms and in accordance with tariffs approved or determined by the Regulator and shall provide the Regulator with a copy of each such agreement within three (3) days of its signing.

10. INTERCONNECTION WITH OTHER PUBLIC TELECOMMUNICATIONS OPERATORS

10.1 For as long as the licensee is a public telecommunications operator in a dominant position, it shall provide interconnection to other public telecommunications operators in accordance with section 57 of the Telecommunications Law.

11. BILLING

11.1 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.

11.2 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 11.1 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.

11.3 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 purposes of this license retain all records for at least two (2) years from the date on which they came into being.

11.4 For the purpose of giving the Regulator assurance from time to time that the billing process meets the requirements of section 11.1, 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.

11.5 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.

12. INTEROPERABILITY AND TECHNICAL STANDARDS

12.1 The licensee shall comply with relevant regulations and technical specifications issued by the Regulator in order to ensure interoperability of the licensed

services and its telecommunications network with telecommunications services and telecommunications networks provided by other licensed operators to the extent technically feasible.

13. PRIVACY AND CONFIDENTIALITY

13.1 The ~~licensee~~Licensee shall use 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.

13.2 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 section 13.1 are being met.

13.3 The ~~licensee~~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.

14. ANTI-COMPETITIVE PRACTICES

14.1 Without derogating from section 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-subsidization;
- (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;
- (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 service; and
- (g) not (whether in respect of the tariffs or other terms applied or otherwise) show undue discrimination against particular persons or persons of any class or description as respects the provision of any licensed service.

15. ACCOUNTING REQUIREMENTS

15.1 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.

15.2 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.

15.3 If the licensee fails to comply with its obligations under section 15.1 or 15.2 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(c) of the Telecommunications Law, it may order the licensee to implement structural separation within a period to be determined by the Regulator.

16. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION

16.1 Without derogating from section 77 of the Telecommunications Law, the

licenseeLicensee 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.

16.2 Without derogating from section 53 and 77 of the Telecommunications Law, the licenseeLicensee 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 licenseeLicensee 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.

17. LICENSE FEES

17.1 The annual license fee for the initial year of the license from the effective date shall be BD [●].

17.2 The annual license fee for each subsequent year shall be [●]% of the gross annual turnover of the licenseeLicensee attributable to the licensed services, payable in advance using the gross annual turnover of the previous year and adjusted for any increase when the gross annual turnover for the current year becomes available.

17.3 The applicable annual license fee shall be paid to the Regulator in dinars:

- (a) within thirty (30) days of the effective date, for the period from the effective date up to the end of the calendar year during which the license is awarded, to be calculated on a pro rate basis; and
- (b) annually in advance no later than 31 January of each year thereafter.

18. DURATION AND RENEWAL

18.1 The effective date for this License is [●] (the “**effective date**”). It shall be valid for a

term of fifteen (15) years.

18.2 The Regulator shall renew the license upon request by the licensee Licensee for additional terms of ten

(10) years upon expiration of the current license term, provided that the licensee Licensee is not, and has not been, in material breach of the license (in which case, the Regulator may veto renewal in accordance with section 30 of the Telecommunications Law).

19. MODIFICATION, REVOCATION AND TERMINATION

19.1 The license may be modified in any of the following ways at any time by:

(a) wWritten agreement between the Regulator and the licensee Licensee;

(b) bBy the Regulator if the Regulator determines that such modification is necessary to make the conditions of the licensee Licensee consistent with terms 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. i consulted with the licensee Licensee;

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

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

19.2 The license may be revoked in any of the following ways at any time by:

(a) wWritten agreement between the Regulator and the licensee Licensee;

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

(c) if the licensee Licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.

19.3 The license shall terminate automatically upon the expiry of its term if it is not renewed in accordance with section 198.2 above.

20. FORCE MAJEURE

20.1 If the licensee Licensee is prevented from performing any of its obligations under this license because of ~~F~~Force ~~m~~Majeure the licensee Licensee shall notify the Regulator of the obligations it is prevented from performing as a result as soon as practicable after it becomes aware of such ~~F~~Force ~~m~~Majeure.

20.2 The Regulator may suspend those obligations referred to under section 20.1 and the licensee Licensee will not be liable to perform those obligations, for so long as the ~~F~~Force ~~m~~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 Licensee at its expense through the use of alternate sources, work-around plans or other means.

21. DISPUTE RESOLUTION

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

21.2 The courts of the Kingdom of Bahrain shall have jurisdiction over disputes between the licensee 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 67 to 71 of the Telecommunications Law shall apply *mutatis mutandis*.

22. COMPLIANCE

22.1 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 Licence, 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).

22.23. NOTICES

~~22.123.1~~ All notices from the licenseeLicensee 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: *[insert address]*

If sent to the licenseeLicensee: *[insert address]*.

Either party may change its above address by notifying the other party in writing at least fifteen (15) days before such change takes effect.