

Schedule 4 – Billing and Payment

1. Chargeable Services

- 1.1 Chargeable Services are those defined **Error! Reference source not found.**
- 1.2 Services, Co-location Services and Ancillary Services shall be invoiced according to the principles defined in this Agreement and in particular according to the procedures defined in this Schedule 4 – Billing and Payment. The value of Charges incurred shall be calculated using the prices as defined in **Error! Reference source not found.** and the principles defined in this Schedule 4 – Billing and Payment

2. Charging and invoicing

- 2.1 Batelco (the **Billing Party**) will invoice the OLO (the **Billed Party**) for Wholesale Services, in accordance with the charges set out in this Schedule 4 – Billing and Payment and **Error! Reference source not found..**
- 2.2 Except for the charges for the first Quarter, and unless mutually agreed otherwise, recurring charges for Wholesale Services will be payable in advance on a Quarterly basis (the **Billing Period**). Charges for the first Quarter shall be pro-rated from the date of the first Service Handover to the end of the first Quarter in which the first Service Handover is made.
- 2.3 For each Wholesale Broadband Service, charging will commence upon Service Handover or on the agreed Ready for Service Date, whichever is earlier.
- 2.4 The Billing Party must provide the Billed Party with an invoice setting out the Charges payable by the Billed Party in respect of that Billing Period (**Invoice**).
- 2.5 Unless mutually agreed otherwise, the Billing Party shall deliver each Invoice by e-mail to the Billed Party's Billing Representative, followed up by hand delivery of a paper copy of each Invoice. Upon receiving an Invoice, the Billed Party's Billing Representative shall confirm receipt by e-mail to the Billing Party's Billing Representative.
- 2.6 The Billing Party will ensure that:
 - (a) all amounts in an Invoice are stated in Bahraini Dinars;
 - (b) all Invoices set out the following information:
 - (c) the invoice number;
 - (d) the name and address of the Billing Party; and
 - (e) the due date for payment and the amount due; and
 - (c) all Invoices contain sufficient information to enable the Billed Party to verify the amount of the Charges specified in the Invoice;
 - (d) an Invoice cannot be rejected for format reasons, if all information above is provided in the Invoice..

3. Payment

3.1 The Billed Party must pay each Invoice within thirty (30) Calendar Days after the date of the Invoice (**Due Date**), except where an Invoice is subject to a Billing Dispute, in which case the Billed Party must pay those parts of the Invoice that are not subject to the Billing Dispute.

3.2 All payments must be:

- (a) paid by electronic funds transfer directly to the nominated account of the Billing Party, or such other means as may be agreed by the Parties; and
- (b) paid without any set-off or counter-claim and free of any withholding or deduction, unless otherwise agreed by the Parties.

3.3 Payments are deemed to be received on the date of receipt by the Billing Party, unless the payment is subsequently dishonoured, in which case payment is deemed not to have been received until cleared funds are received by the Billing Party that are net of any associated bank charges or transfer fees, together with any dishonour fees and other related charges.

4. **Late Payment Charge**

4.1 If the Billed Party fails to pay an Invoice (or part of it) by the Due Date, the Billing Party may charge the Billed Party daily compounding interest on the overdue amount for each day after the Due Date until and including the date of actual payment, at a rate which is five percentage points above the Base Rate in effect during each day interest is charged (**Late Payment Charge**).

4.2 A Late Payment Charge:

- (a) will be payable by the Billed Party if an Invoice (or part of it) is subject to a Billing Dispute and the disputed amount is determined to have been correctly included in the Invoice; and
- (b) will not be payable by the Billed Party if the Invoice (or part of it) is subject to a Billing Dispute and the disputed amount is determined to have been incorrectly included in the Invoice.

4.3 The Billing Party will include a Late Payment Charge in the Invoice for the Billing Period that immediately follows the Billing Period that was the subject of the late payment or in a later Invoice, except where the Invoice (or part of the Invoice) that remains unpaid is subject to a Billing Dispute, in which case the Billing Party may include the Late Payment Charge in the Invoice for the Billing Period following a resolution that the disputed amount was correctly included in the disputed Invoice.

5. **Overpayment**

5.1 If the Billed Party makes an overpayment in error, it must notify the Billing Party within thirty (30) Business Days after the date of the overpayment with sufficient details for the Billing Party to identify the overpayment.

5.2 If, within thirty (30) Business Days after receipt of notice of overpayment, the Billing Party, acting reasonably and in good faith, verifies the overpayment, the Billing Party will refund

the overpaid amount to the Billed Party within 30 Business Days after the date of verification of the overpayment.

6. **Billing Disputes**

- 6.1 Subject to clause 2.6 (d) if the Billed Party disputes an amount in an Invoice and that dispute is not resolved before the Due Date, then the Billed Party may notify the Billing Representative of the Billing Party in writing of the existence of the Billing Dispute (**Billing Dispute Notice**).
- 6.2 A Billing Dispute Notice must specify:
 - (a) details of the amounts in dispute, including a copy of any records that the Party is relying on to support its claims;
 - (b) an explanation or the reasons that the amounts are disputed; and
 - (c) sufficient information for the other Party to properly assess the disputed amounts.
- 6.3 The Parties and in particular the Billing Representatives must use their best endeavours to resolve a Billing Dispute within thirty (30) Business Days after the date of receipt of the Billing Dispute Notice, or such other period that may be agreed by the Parties.
- 6.4 If the Parties are unable to resolve a Billing Dispute within thirty (30) Business Days after the date of receipt of the Billing Dispute Notice (or such other period that is agreed between the Parties), the Billing Dispute may be escalated for resolution by representatives of each Party that have the authority to settle the Billing Dispute (such representatives to be at a higher level of management than the Billing Representatives). The designated representatives must meet as often as they reasonably deem necessary to discuss the Billing Dispute and negotiate in good faith in an effort to resolve that Billing Dispute. Each Party must meet all reasonable requests for relevant information received from the other Party during these negotiations to assist with the resolution of the Billing Dispute.
- 6.5 If a Billing Dispute is not resolved within twenty (20) Business Days of the date of escalation, either Party may by written notice to the other Party refer the matter to an independent qualified accountant (**Billing Expert**) to investigate the source of the discrepancy and recommend an equitable solution.
- 6.6 The Billing Expert to be engaged will be mutually agreed between the Parties prior to engagement.
- 6.7 The Parties will procure that the Billing Expert resolve the Billing Dispute within twenty (20) Business Days of being appointed. The findings of the Billing Expert will be binding on both Parties.
- 6.8 The Parties will each bear half the costs of the Billing Expert.
- 6.9 Billing Disputes may not be referred for resolution in accordance with the Dispute Resolution Procedures.
- 6.10 If the Billing Dispute is resolved:

- (a) against the Billed Party, the Billed Party must pay any outstanding disputed amount to the Billing Party within twenty (20) Business Days after the date of resolution of the Billing Dispute; or
- (b) in favour of the Billed Party, the Billing Party will refund any disputed amount previously paid by the Billed Party to the Billing Party within thirty (30) Business Days after the date of resolution, plus any Late Payment Charge previously paid by the Billed Party.

6.11 Nothing in this clause 6, except clause 6.9, limits any rights or remedies which may be enforced by a Party in connection with a Billing Dispute, including under this Agreement or any other agreement between the Parties, or at law or otherwise.