



**Individual Mobile Telecommunications License  
granted to**

**(“Licensee”)**

**Commercial Registration No. (“...”)**

**by the Telecommunications Regulatory Authority under  
articles 25, 29 and 39(b)(1) of Legislative Decree No. 48 of 2002  
promulgating the Telecommunications Law**

**Document Number: ...**

**Date of Issue: ...**

**Approved by the General Director of the TRA**

**Philip Marnick**

## 1. GRANT OF LICENSE

- 1.1 The Telecommunications Regulatory Authority (the “Authority”) hereby grants *Licensee Name* (the “licensee”) this license under section 25, article 29 and article 39(b)(1) of the Telecommunication Law promulgated by Legislative Decree No. 48 of 2002 (the “Telecommunications Law”), by virtue of which the licensee is authorized to install, operate and manage a mobile telecommunications network described herein and to provide the telecommunications services described herein in the Licensed area set out herein (the “licence”).
- 1.2 The provisions of this licence supersede the terms and conditions of any previous individual mobile telecommunications licence that may have been granted to the licensee by the Authority.
- 1.3 This licence, including its schedules, shall be subject to the provisions stated herein, the Telecommunications Law, and any applicable legal instruments issued thereunder by the Authority.

## 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) a reference to a section is, unless otherwise stated, a reference to a section of this licence; and
  - c) 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;

**“Applicable legal instrument”** means a legal instrument that is promulgated by the Authority in accordance with article 3 subsection (c) and (f) of the Telecommunications Law, including any amendments that may be adopted by the Authority from time to time;

**“Basic data service”** means a telecommunications service, including mobile radiocommunications, that consists of the conveyance of messages, but excluding:

- a) any additional service having been provided in respect of the conveyance of those messages;
- b) any deliberate removal or addition to the information content of those messages;
- c) two-way real-time speech;

**“Basic voice service”** means a telecommunications service, including mobile radiocommunications, involving the transmission of two-way real-time speech, but excluding:

- (a) any additional service having been provided in respect of the real-time two-way speech conversation;
- (b) any deliberate removal or addition to the information content of that real-time two-way speech conversation;

**“Call”** includes any communication conveying voice and data:

- (a) whether between persons and persons, things and things or persons and things;
- (b) whether in the form of speech, music or other sounds;
- (c) whether in the form of data;
- (d) whether in the form of text;

- (e) whether in the form of visual images (animated or otherwise);
- (f) whether in the form of signals; and
- (g) whether in any combination of the foregoing forms;

“**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, securities or other means and “**controlling**” and “**controlled**” shall be construed accordingly;

“**Coverage**” means the portion of the population to which mobile telecommunications services (voice and data) are accessible.

“**Effective date**” means the date referred to in section 28.1;

“**Emergency organisation**” means in respect of any locality, the relevant competent body public (police, fire, ambulance and coastguard services) for that locality;

“**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;

“**Frequency licence**” is a licence referred to in section 18.1 of this licence which is granted by the Authority to the licensee for the purposes of providing the licensed services over its mobile telecommunications network;

“**Harmful interference**” means the effect of unwanted energy due to one or a combination of emissions, radiations inductions, conductions or another electromagnetic effect which endangers the functioning of a radio navigation service or other safety services or seriously degrades, obstructs or repeatedly interrupts any radiocommunication service operating in accordance with applicable regulations, licences or determinations of any frequency licensing authority within the Kingdom or in any other jurisdiction;

“**International telecommunications service**” means the provision of telecommunications services between the Kingdom of Bahrain and countries or territories outside the Kingdom of Bahrain, or *vice versa*;

“**Internet**” means an integrated computer network through which users are connected to each other by means of the TCP/IP family of protocols;

“**Invitation for Applications Document**” means the invitation for applications for the award of frequency licences to incumbent holders of an individual mobile telecommunications licence for the delivery of mobile telecommunications services in the 900, 1800 and 2100 MHz frequency bands in the Kingdom of Bahrain, issued on 9 September 2013;

“**IP**” means Internet Protocol;

“**ITU**” means the International Telecommunication Union, a specialised agency of the United Nations;

“**Lawful Access Regulation**” means Resolution No. (8) of 2009 promulgating the Regulation requiring Licensees to implement Lawful Access, as may be amended from time to time;

“**Licensed area**” means the territory of the Kingdom of Bahrain;

“**Licensed services**” means all telecommunications services described in section 3.1 of this license;

“**Mobile subscriber**” means any subscriber for the Licensed services;

“**Mobile telecommunications network**” means a public telecommunications network which facilitates the conveyance by whatever means of signals between network termination points within the Licensed area and which significantly comprises telecommunications equipment designed or adapted for use for mobile radiocommunications;

“**Mobile telecommunications service**” means any Basic data service or Basic voice service (for as long as the licensee is the holder of an Individual Mobile Telecommunication License) Individual Mobile Telecommunication License) including an international telecommunications service, provided by means of mobile radiocommunications, which uses technologies that are approved by the Authority in order to provide International Mobile Telecommunications (IMT) as defined by the ITU;

**“Mobile terminal equipment”** means any appliance, apparatus or accessory connected to the mobile telecommunications network to enable reception and transmission of telecommunications services;

**“Operator assistance service”** means a telecommunications service by means of which a mobile subscriber using mobile terminal equipment may, at any time, request to be connected to another person by means of Mobile terminal equipment which is lawfully connected to a mobile telecommunications network and which is capable of transmitting and receiving unrestricted two-way voice telephony services;

**“Public emergency call service”** means a telecommunications service by means of which any member of the public may, at any time and without incurring any charge or use any coin or other token, by means of any Mobile terminal equipment which is lawfully connected to a mobile telecommunications network and which is capable of transmitting and receiving unrestricted two-way voice telephony services, communicate with any of the emergency organisations for the purpose of notifying such organization of an emergency;

**“Resale services”** means licensed end-to-end retail telecommunications services offered to its subscribers by a licensed operator that are, subject to article 58 of the Telecommunications Law, purchased from the licensee by another licensed operator for on-sale by such operator to end-users or other licensed operators, either alone or, together with such additional services as the other licensed operators may provide. For the avoidance of doubt, Resale services shall exclude Licensed services involving interconnection with the licensee’s mobile telecommunications network;

**“Schedule of Fees Regulation”** means Resolution No. (7) of 2017 promulgating the Schedule of Fees Regulation, as may be amended from time to time;

**“Spectrum Usage Rights Fee”** means a non-recurring fee imposed by the Authority for the right to use assigned frequencies which may be paid by the assignee in a single lump sum or in instalments, as determined by the Authority;

**“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;

**“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 mobile subscriber interaction with stored information, including computer and data processing services, data information and exchange services, credit card verification services but excluding those transmission services to or over the internet that require an internet service provider license.

### **3. LICENSED NETWORKS AND SERVICES**

- 3.1 The licensee is authorised, on a non-exclusive basis, to provide by means of its Mobile telecommunications network the mobile telecommunications services in the Licensed area.
- 3.2 The licensee may, with the prior written approval of the Authority, 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 shall continue to be fully liable for any obligation arising in relation to the provision of such Licensed services. The Authority may revoke its approval at any time by providing reasonable advance notice to the licensee in writing. The prior written approval of the Authority shall not be required if such affiliate is and remains wholly-owned by the licensee, provided always that the Authority shall be notified of such arrangement.
- 3.3 This licence is issued in accordance with the Telecommunications Law and includes the commitments made by the licensee in its bid in response to the Invitation for Applications Document and any relevant commitments made in previous tenders pursuant to which the licensee was authorised to provide mobile telecommunications services using authorised frequencies in the Kingdom of Bahrain.

#### **4. COVERAGE REQUIREMENTS**

The Licensee shall comply with the coverage obligations set out in Schedule A of this Licence. In the case of a conflict between the coverage obligations set out in Schedule A and any relevant provisions included in Schedule B, the provisions requiring the higher percentage of coverage shall prevail.

#### **5. PROVISION OF PUBLIC EMERGENCY CALL SERVICE**

5.1 The licensee shall provide by means of its Mobile telecommunications network Public emergency call service.

5.2 The licensee shall ensure that “999” or such other numbers as are designated by the Authority as Public emergency call service numbers are continuously available without restriction so that any member of the public dialling such number is provided with a public emergency call service at any time.

#### **6. PROVISION OF DIRECTORY INFORMATION SERVICES**

6.1 The licensee shall update directory information promptly and shall provide directory information services upon request to any end-user using Mobile terminal equipment connected to the licensee’s Mobile telecommunications network, and the tariff, if any, charged therefore shall be approved in writing in advance by the Authority. The obligation to provide directory information shall not apply in respect of any subscriber who has requested the licensee not to provide directory information in relation to such subscriber.

6.2 The licensee shall provide any licensed operator access to the licensee’s directory information on request, in such form as may be determined by the Authority, on reasonable, fair and non-discriminatory 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 of the licensee's 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.

6.3 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 telecommunications services. Any tariff charged for access to such services shall be subject to the prior written approval of the Authority.

## **7. PROVISION OF OPERATOR ASSISTANCE SERVICES**

7.1 The licensee shall provide, or provide access to, operator assistance services to its subscribers, upon request, by means of its Mobile telecommunications network.

7.2 The tariff, if any, charged by the licensee for operator assistance services shall be approved by the Authority.

## **8. RELATIONS WITH SUBSCRIBERS**

8.1 Without derogating from article 55 and article 56 of the Telecommunications Law, the licensee shall publish on its website and comply with a code of practice on subscriber affairs approved in writing by the Authority, giving guidance to the licensee's mobile subscribers in respect of any disputes and complaints relating to the provision by the licensee of the services. Included in the code of practice shall be the process for registering the licensee's mobile subscriber in accordance with any regulations or guidelines issued by the Authority.

8.2 The licensee shall conduct itself in accordance with a code of practice on subscriber affairs approved by the Authority. 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 8.4; and
- g) guidelines on service termination.

8.3 The licensee shall report to the Authority 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.

8.4 The licensee shall provide its mobile telecommunications services pursuant to a standard form of agreement containing the terms for the provision of Licensed services to subscribers (the "**standard subscriber agreement**") which has been reviewed by the Authority and modified in accordance with any objections raised by the Authority. The licensee may utilise a different standard subscriber agreement with similarly situated mobile subscribers of a specific category, provided that all such categories shall be objectively justified and do not result in undue discrimination.

8.5 Any proposed modifications to such agreement must also be submitted to the Authority in advance for its review prior to taking effect. The Authority may raise objections and require the introduction of such further modifications as the Authority deems necessary. If no objections are raised or further modifications required by the

Authority within thirty (30) days of the submission of such form, the proposed modifications may be adopted by the licensee.

- 8.6 The Authority 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.

## **9. QUALITY OF SERVICE REQUIREMENTS**

- 9.1 The licensee shall comply with all applicable legal instruments issued from time to time by the Authority establishing quality of service requirements pursuant to the Telecommunications Law (the “quality of service requirements”).

- 9.2 The licensee shall ensure that it maintains information records in a form to be approved by the Authority for the purposes of satisfying the Authority that the licensee is meeting the quality of service requirements and the licensee shall provide quarterly updates to the Authority concerning such requirements.

- 9.3 The Authority may carry out tests on the quality of the Licensed services and the licensee shall extend full co-operation and assistance for the purpose of such audits, including the provision of relevant information and facilitating access to premises and equipment as appropriate.

## **10. INTERRUPTIONS TO THE LICENSED SERVICES**

- 10.1 The licensee shall not intentionally interrupt or suspend the operation of its Mobile telecommunications network (or any part thereof) in the normal course of business, nor may it in the normal course of business suspend the provision of any type of Licensed service without having first obtained the approval of the Authority in writing and provided reasonable advance notice to persons to be affected by such interruption or suspension.

- 10.2 The licensee may suspend or interrupt the operation of its mobile telecommunications network (or part thereof) without prior notice, but only for the shortest period practicable under the circumstances, where:

- a) it has been directed to suspend or interrupt service by a Court, regulator or other relevant authority;
- b) it is necessary to do so in order to prevent imminent risk of danger, damage or injury to persons or property (including the security or integrity of any telecommunications network).

## **11. TARIFFS OF LICENSED SERVICES**

The licensee's tariffs for the provision of the Licensed services shall be subject to article 58 of the Telecommunications Law and any applicable legal instruments relating to tariffs that are issued thereunder by the Authority.

## **12. PROVISION OF ACCESS**

- 12.1 The licensee, if determined by the Authority to be dominant in a relevant market, shall provide access to its Mobile telecommunications network upon the reasonable request of any licensed operator in accordance with Article 57 of the Telecommunications Law and any applicable legal instruments issued thereunder by the Authority relating to access arrangements.

## **13. PROVISION OF SERVICES FOR RESALE**

- 13.1 Subject to any applicable legal instruments relating to interconnection and access and to the provisions of this section 13, 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 Authority in writing for determination of such terms within thirty (30) days from referral.
- 13.2 The licensee shall not be required to enter into an agreement under section 13.1 where to do so would, in its reasonable opinion and with the agreement of the Authority:

- 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 Mobile telecommunications network or the provision of telecommunications services over such network.

#### **14. INTERCONNECTION WITH OTHER PUBLIC TELECOMMUNICATIONS OPERATORS**

- 14.1 The licensee shall provide interconnection to other public telecommunications operators in accordance with article 57 of the Telecommunications Law and/or any applicable legal instruments issued thereunder by the Authority relating to interconnection.
- 14.2 Within twelve (12) months of the Effective date, the licensee shall use all reasonable efforts to peer directly or indirectly with other licensed mobile operators for domestic IP traffic and accept any reasonable request from other licensed Internet Service Providers where technically and commercially practicable with the objective of maintaining national IP traffic within the Kingdom of Bahrain.

#### **15. BILLING**

- 15.1 The licensee shall take all necessary measures to ensure the accuracy of its bills and its billing processes and systems in accordance with procedures that have been approved in writing by the Authority.
- 15.2 The licensee shall keep such records as may be necessary, or may be determined by the Authority to be necessary, for the purpose of satisfying the Authority that the billing process has the characteristics required above, and the licensee shall for the purposes of this licence retain all billing records for at least two (2) years from the date on which they came into being.

- 15.3 For the purpose of giving the Authority assurance from time to time that the billing process meets the requirements of section 15.1, the licensee shall:
- a) furnish the Authority with any information it requires;
  - b) on reasonable notice, allow the Authority (or any person authorised by the Authority) access to any relevant premises of the licensee during normal business hours; and
  - c) on reasonable notice, allow the Authority (or any person authorised by the Authority) to examine or test the whole or any part of the billing process.
- 15.4 The licensee shall provide itemised billing information to any mobile subscriber upon request, or as may be required by the Authority, in respect of the tariffs for any telecommunications services provided to such subscriber. If the Authority permits the licensee to charge for itemised billing information, any such charge is subject to the prior written approval of the Authority.

## **16. NUMBERING**

- 16.1 The licensee shall utilise any codes or blocks of numbers that it has been authorised to use by the Authority in writing in accordance with the national numbering plan and the Authority shall thereafter, at the request of the licensee from time to time and in accordance with the national numbering plan, allocate to it:
- a) such quantity of codes and numbers as it may reasonably require; and
  - b) such specific codes and numbers as it may request for such purposes as the Regulator may approve and which the Authority is satisfied are not required for other purposes.
- 16.2 The licensee shall maintain a numbering plan for the codes and numbers allocated to it by the Authority in accordance with the national numbering plan for written approval by the Authority. The licensee shall furnish details of its numbering plan to the Authority and keep the Authority informed of material changes to its numbering

plan as they occur. If the licensee's numbering plan is not consistent with the national numbering plan, the Authority may direct the licensee to adopt and furnish the Authority with a new numbering plan for its written approval or to take such other reasonable remedial action as may be necessary to ensure consistency without causing undue inconvenience to the licensee's mobile subscribers

- 16.3 The licensee shall install, maintain and adjust its mobile telecommunications network so that such network routes messages and otherwise operates in accordance with the licensee's numbering plan and the national numbering plan. The licensee shall not use numbers other than those allocated to it from the national numbering plan.
- 16.4 The licensee may, where necessary and with the Authority's prior written approval, levy reasonable tariffs in relation to allocation of numbers to its mobile subscribers, but shall not be entitled to transfer or sell numbers to other licensed operators other than in accordance with the national numbering plan and following written approval from the Authority.
- 16.5 Where required for the efficient use of numbers, the Authority may require the licensee to return individual numbers or blocks of numbers.
- 16.6 Without derogating from article 40(3) of the Telecommunications Law, the licensee shall comply with any applicable legal instruments issued by the Authority pertaining to number portability, including the obligation to provide number portability to any qualifying operator on tariffs and terms to be determined by the Authority so as to enable the efficient implementation and utilisation of number portability.
- 16.7 The licensee shall comply with any applicable legal instruments that are issued by the Authority concerning the provision of number portability to subscribers, including the relevant rules and procedures.

## **17. ACCESS TO LAND AND SHARING OF FACILITIES**

The licensee shall be entitled to use all public and private properties in accordance with the provisions of Chapter XIII of the Telecommunications Law and any applicable legal instruments issued thereunder by the Authority relating to infrastructure sharing.

## **18. RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION**

18.1 The licensee may apply to the Authority for the right to use frequencies or frequency bands in accordance with a frequency license to be granted under section 44 of the Telecommunications Law.

18.2 The licensee shall use only such radiocommunications frequencies or frequency bands (“Assigned Radio Frequency Spectrum”) for the provision of such Licensed services as shall have been authorised by means of a frequency licence granted to the licensee under article 44 of the Telecommunications Law.

18.3 Without derogating from article 49 of the Telecommunications Law, the licensee shall comply with any requirements, conditions or safeguards that may be established by the Authority in any applicable legal instruments to prevent harmful interference, promote interoperability or ensure the safe operation of the network. The licensee shall also take all necessary steps to ensure that the use of the Assigned Radio Frequency Spectrum shall not cause damage or harmful interference to existing radiocommunications stations and telecommunications networks lawfully operating in the same geographical area and/or radio frequency band and in other geographical areas and/or radio frequency bands.

18.4 The licensee shall take all appropriate measures to ensure that its operating licences and the radiocommunications stations and equipment they comprise are adequately protected from harmful interference that may be caused by radiocommunications stations and telecommunications networks lawfully operating in the same geographical area and/or radio frequency band and in other geographical areas and/or radio frequency bands.

- 18.5 The licensee shall ensure that non-ionising radiation emissions from each radio installation which it operates under its licence(s) are within the limits set by the International Commission for Non-Ionising Radiation Protection (ICNIRP) and shall ensure that it complies with any future radiation emission standards which may be set by the ICNIRP, or have been or will be adopted in the Kingdom of Bahrain.
- 18.6 Where required for the efficient use of radio frequency spectrum in the Licensed area, the licensee shall comply with any applicable legal instruments issued by the Authority pertaining to migration from one band of frequencies to another.
- 18.7 The licensee shall co-operate with the Authority for the purposes of assisting the Authority in coordinating and managing the efficient use of radio frequencies in relation to neighbouring countries, including but not limited to the provision of information to the Authority, and the reduction of emission levels of radiocommunications stations.
- 18.8 Without derogating from the licensee's ultimate rights under section 30 of this licence, the licensee shall take all reasonably necessary steps to ensure that any harmful interference is resolved amicably between the licensee and the other party or parties within a reasonable time of the date on which the harmful interference is detected and brought to the relevant party's or parties' attention. In any event resolution should occur in:
- a) no more than ten (10) days if the party or parties are located within the Kingdom; or
  - b) no more than fifteen (15) days if the party or one of the parties is located outside the Kingdom. However, if the timetable for resolution of harmful interference specified in an international agreement to which the Kingdom is a party is less than fifteen (15) days, then the number of days specified in the international agreement shall prevail.

The licensee shall notify the Authority in writing as soon as practicable after it becomes aware of any harmful interference problems, and shall keep the Authority

informed of any steps taken to resolve such interference and the results obtained thereafter.

In the event of a conflict between the deadlines set out in this section and those set out in any associated frequency licence, the provisions of this section shall prevail.

- 18.9 Where harmful interference problems have not been resolved between the licensee and the other party or parties as detailed in 18.8 above, the licensee or the interfered with party or parties may refer the matter to the Authority in writing.
- 18.10 Without prejudice to article 72 of the Telecommunications Law, the Authority shall investigate the matter and issue a decision, determination or order with respect thereto.
- 18.11 The Authority may direct the licensee to take such actions as may be necessary to resolve any harmful interference, and the licensee shall take the directed actions without delay.
- 18.12 The licensee shall ensure that the radiocommunications equipment comprising any of its stations is designed and constructed, used and maintained so as not to cause harmful interference even when in use in compliance with the Telecommunications Law and any applicable legal instruments.
- 18.13 The licensee shall not permit or suffer any person to use its radiocommunications equipment comprising any of its radiocommunications stations unless the person is under the control of, and is authorised by, the licensee.
- 18.14 The licensee shall ensure that all persons using radiocommunications equipment comprising 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.
- 18.15 Without derogating from article 77 of the Telecommunications Law, the licensee shall permit any person authorised by the Authority 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 purposes of verifying compliance with the terms of the licence or for the purpose of investigating sources of harmful interference.

## **19. DOMESTIC ROAMING**

19.1 Provided that the Authority authorises domestic roaming in particular cases in order to promote competition, the licensee shall enter into an agreement with any holder of a mobile telecommunications licence upon request for the provision of domestic roaming within three (3) months of the date of such request, failing which the Authority shall determine the terms of such agreement within thirty (30) days of the earlier of the end of such three (3) month period and the date on which the parties inform the Authority that no agreement can be reached. Such agreement shall be effective for a period of one (1) year from the date on which the agreement takes effect or such longer period as the Authority may determine based on:

- (a) any actions or omissions by the licensee which delay the prompt build-out of the network of the relevant holder of a mobile telecommunications licence; and
- (b) the availability of sites for mast locations or the availability of suitable shared facilities.

## **20. TECHNOLOGY APPROVAL**

The licensee shall seek approval from the Authority, in advance, before introducing any new IMT technology as defined by the ITU or ceasing the provision of any existing technology.

## **21. INTEROPERABILITY AND TECHNICAL STANDARDS**

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

## **22. PRIVACY AND CONFIDENTIALITY**

- 22.1 The 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.
- 22.2 The licensee shall maintain sufficient information on its privacy and confidentiality procedures to satisfy the Authority, at its reasonable request, that the requirements of section 22.1 are being met.
- 22.3 The licensee shall not use or allow to be used any apparatus contained in the mobile telecommunications network which is capable of recording, silently monitoring, or intruding into calls unless it complies with applicable law.

## **23. ANTI-COMPETITIVE PRACTICES**

- 23.1 Without derogating from section 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) insofar as the licensee shall be in a dominant position in a relevant market, not engage in anti-competitive cross-subsidisation of the licensed services;
  - (b) if applicable, 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 any other restraint on competition;
  - (e) not use information obtained from competitors if the objective or effect of such use is anti-competitive;

- (f) to the extent required by the applicable law, 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 telecommunication service; and
- (g) not show undue discrimination against particular persons or persons of any class or description as respects the provision of any licensed service (whether in respect of the tariffs, charges or other terms applied or otherwise).

## **24. ACCOUNTING REQUIREMENTS**

- 24.1 The licensee shall comply with any applicable legal instruments issued by the Authority relating to accounting requirements. The licensee shall also set up and maintain a cost accounting system enabling the costing of each individual service.
- 24.2 The Authority may request the licensee to submit such other accounting information as it may require in order to effectively supervise and enforce the terms of this licence and the provisions of the Telecommunications Law.
- 24.3 If the licensee fails to comply with its obligations in relation to the applicable accounting requirements and the Authority deems it necessary and appropriate in accordance with the provisions of article 3(c) of the Telecommunications Law, the Authority may order the licensee to implement separation within a period to be determined by the Authority.

## **25. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION**

Without derogating from section 53 and section 77 of the Telecommunications Law, the licensee is required to maintain such information as will enable the Authority to carry out its functions under the Telecommunications Law in such manner as the Authority may from time to time request. The Authority 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.

## **26. COOPERATION AND SUPPORT**

The Licensee shall cooperate with any request for technical support from the Authority and shall endeavour to make available such experienced personnel as necessary to prepare for or participate in national, regional and international meetings and conventions relating to policies, regulations, treaties and standards relevant to the telecommunications sector.

## **27. LICENSE FEES**

27.1 The licensee shall be obligated to pay licence fees as specified below in full and as well as provide the necessary financial information on a timely basis as follows:

- a) audited financial reports of the previous year's trading, not later than 1 April in the subsequent year;
- b) the annual license fee payable in respect of each subsequent year shall be levied in accordance with the Schedule of Fees Regulation (and any subsequent amendments thereof); and
- c) the Spectrum Usage Rights Fee and any other fees stipulated in any associated frequency licence.

## **28. DURATION AND RENEWAL**

28.1 The Effective date of this license is .... It shall be valid for a term of fifteen (15) years.

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

## **29. MODIFICATION, REVOCATION AND TERMINATION**

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

- a) by written agreement between the Authority and the licensee.
- b) by the Authority if the Authority determines that such modification is necessary to make the conditions of the licence 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 Authority shall have:
  - (i) given the licensee six (6) months written notice of the proposed modification; and
  - (ii) consulted with the licensee;
- c) by a modification order issued by the Authority in accordance with article 35 of the Telecommunications Law.
- d) a determination of the Authority if the Authority believes that such modification(s) is/are necessary to comply with the Telecommunications Law.

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

- a) by written agreement between the Authority and the licensee.
- b) by an order of revocation by the Authority in accordance with section 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.

29.3 The license shall automatically terminate upon the expiry of its term if it is not renewed in accordance with section 28.2 above.

### **30. FORCE MAJEURE**

- 30.1 If the licensee is prevented from performing any of its obligations under this license because of Force Majeure the licensee shall notify the Authority of the obligations it is prevented from performing and the reason why as soon as practicable after it becomes aware, or reasonably should become aware, of such Force Majeure.
- 30.2 The Authority shall suspend those obligations referred to under section 30.1 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.

### **31. DISPUTE RESOLUTION**

- 31.1 All disputes between the licensee and the Authority arising out of this license shall be resolved in accordance with the provisions of Chapter XVI of the Telecommunications Law.
- 31.2 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 67 to 71 of the Telecommunications Law shall apply *mutatis mutandis*.

### **32. COMPLIANCE**

- 32.1 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.

### 33. NOTICES

33.1 All notices from the licensee to the Regulator and vice versa shall be in writing and sent either by email or by registered mail.

33.2 Where a notice is sent by email, it shall be sent to the following addresses and shall be deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered:

a) If sent to the Regulator: [licensing@tra.org.bh](mailto:licensing@tra.org.bh)

b) If sent to the licensee: ...

33.3 Where a notice is sent by registered mail, it shall be sent with acknowledgement of delivery to the following addresses:

a) If sent to the Regulator: PO Box 10353, Manama, Kingdom of Bahrain.

b) If sent to the licensee: ...

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

Acceptance by: **LICENSEE**

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Name:

Designation:

Date: