

## Schedule 5



## Supply Terms

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## 1 Preamble

1.1 This Schedule 5 (Supply Terms) is made on the day it is signed between:

- i) Zain Bahrain BSC, a company incorporated under the laws of the Kingdom of Bahrain, registered number 50603, with its registered office at Zain Tower, Building 401, Road 2806, Seef District 428, Manama – Kingdom of Bahrain (hereafter referred to as (“Zain Bahrain”)).

**and**

- ii) \_\_\_\_\_, a company incorporated and existing under the laws of the Kingdom of Bahrain, registered number \_\_\_\_\_, authorised to operate a telecommunications network or to provide a telecommunications service pursuant to Article 25 of the Telecommunications Law by way of a License granted by the Telecommunications Regulatory Authority (“the Authority”) (hereafter referred to as the Other Licensed Operator “OLO”);  
each a “Party” and together the “Parties”.

1.2 Whereas:

- i) The OLO is authorised by way of a Telecommunication License to interconnect with Zain Bahrain and provide services to its Subscribers;
- ii) The Parties have agreed to interconnect their respective networks, in accordance with the principles set out in this RIO;
- iii) The Parties shall, at all times, act so as to facilitate the speedy and effective execution of the Supply Terms;
- iv) The Parties shall comply with any relevant licence conditions, regulations, orders and directions issued by the Authority as amended from time to time; and

## 2 Definitions, Structure and Interpretation

2.1 Unless otherwise specified, capitalised words used in this Schedule 5 (Supply Terms) and all other Schedules of the RIO shall have the meaning given to them in Schedule 1 (Definitions) of this RIO. Where there is no definition in Schedule 1 (Definitions), the capitalised words used shall have the meaning assigned to them in the Telecommunications Law.

2.2 This RIO comprises of the following:

- i) Schedule 1– Definitions;
- ii) Schedule 2 – Common Terms of the Service Descriptions;
  - 2.1 – Interconnection Links Services;
  - 2.2 – Termination Services;
  - 2.3 – Other Services;
- iii) Schedule 3 –Operations and Maintenance Manual;

- iv) Schedule 4 –Billing;
- v) Schedule 5 –the Supply Terms; and
- vi) Schedule 6 – Tariffs

2.3 If there are any inconsistencies between any Schedules in this RIO, then the inconsistency must be resolved in accordance with the following order of precedence:

- i) Schedule 2 - Common Terms of the Service Descriptions including sub-schedules (i.e. Schedules 2.1 to 2.3);
- ii) Schedule 4 - Billing;
- iii) Schedule 5 – The Supply Terms; and
- iv) the other Schedules of this RIO.

### **3 Commencement, Term and Review**

3.1 This Schedule 5 (Supply Terms), and the other Schedules to this RIO, will be effective on the date of signature of this Schedule 5 (“Effective Date”) and shall continue in full force and effect as varied from time to time unless:

- i) terminated by either Party in accordance with Clause 13; or
- ii) either Party ceases to hold an appropriate Telecommunications Licence.

3.2 These Supply Terms continue in full force and effect, as varied from time to time, for an initial term of two (2) years from the Effective Date (“Initial Term”) and shall automatically renew for further terms of two (2) year, unless terminated earlier in accordance with Clause 12.

3.3 Subject to Zain Bahrain obtaining any approvals from the Authority as required by the Telecommunications Law, Zain Bahrain shall notify OLOs in writing as well as publish on Zain Bahrain’s wholesale service website any amendments or variations to its RIO, including but not limited to:

- i) offers of new services and any amendments or variations to the RIO arising from the new services;
- ii) cancellation of existing Services and relevant terms or conditions relating to the cancelled Services, and any amendments or variations to the RIO arising from the cancellation of that service;
- iii) Change in Schedule 6 (Tariffs).
- iv) Zain Bahrain will notify the OLO of any amendments approved or mandated by the Authority to the RIO prior to the implementation of the amendments. Zain Bahrain will provide such notice as soon as reasonably practicable.

3.4 Subject to Clauses 3.3, if the Authority approves or mandates any amendments to the Regulated Services in the RIO, then these Supply Terms will be automatically amended to incorporate the same changes.

3.5 If the rights and obligations of either of the Parties under these Supply Terms are or may be likely to be affected by any of the following:

- i) Amendments to or repeals of the Telecommunications Law or of a condition of a Party's Telecommunications License granted by the Authority; or
- ii) A decision, determination, approval, order or directive of the Authority (other than any adverse effect on Zain Bahrain as a result of a mandated or approved change to the RIO); or
- iii) Zain Bahrain reasonably believing, based on some action of the Authority, that a part of the Supply Terms contravenes or may contravene any provision of the Telecommunications Law, Zain Bahrain's Telecommunications Licenses or other statutory requirements;

then the Parties must meet as soon as practicable and negotiate in good faith any amendments to these Supply Terms necessary or appropriate to ensure that they remain consistent with the Telecommunications Law, decision, determination, approval, order or directive of the Authority or such other regulatory requirement.

- 3.6 For the avoidance of doubt, and notwithstanding the Interconnection of the Parties' Networks, neither Party shall hand over Calls or other traffic of any category to the other Party, nor has an obligation to convey Calls or other traffic of any category, unless the other Party has agreed to provide the relevant Service under its Supply Terms.

#### **4 Supply of Services and Provisioning**

- 4.1 In accordance with the procedure set out in Clause 5 of Schedule 2, the OLO may seek the supply of a new service from Zain Bahrain that is not offered under the RIO. However, such new services shall be separately agreed between the Parties.
- 4.2 The Parties shall connect and keep connected their Networks at the agreed POI using E1 Paths in accordance with Schedule 2.1 of this RIO (to such extent permitted by the Parties respective Licenses).
- 4.3 Subject to Clause 4.4, each Party must supply the Services requested by the other Party in accordance with and subject to the requirements specified in these Supply Terms and other Schedules of this RIO.
- 4.4 The OLO making an Order for any existing Service under this RIO must comply with the ordering and implementation procedures set out in Schedule 3 (as applicable to a Service).
- 4.5 The Parties shall apply standards and operating guidelines to the Interconnection of their Networks in the order of precedence specified below:
  - i) Any legal requirements imposed upon each of them including requirements under their respective Licenses;
  - ii) Schedule 2 (the Service Descriptions);
  - iii) Schedule 3 (the Operations and Maintenance Manual);
  - iv) Any applicable recommendations by the International Telecommunications Union (ITU) Standard; and
  - v) The GSM Association (GSMA) (where applicable).

- 4.6 Each Party shall comply with the National Numbering Plan and Number Portability Regulation in relation to the Services and supply of other services using the Services provided by each Party.

## 5 Charges, Billing and Payment

- 5.1 Each Party shall pay the other Party the relevant Charges which are applicable to the provided Services as detailed in Schedule 6 (Tariffs) of this RIO and are particularly described in the relevant service descriptions in Schedule 2 of this RIO of within the same Schedule 6 as appropriate.
- 5.2 The OLO shall pay Zain Bahrain non-recurring One-off Charges as detailed in Schedule 6 (Tariffs) in relation to ordering, designing, and installing facilities and making operational preparations necessary for the provision of the relevant services in Schedule 2 (Service Descriptions). These One-off Charges shall be paid by the OLO upon presentation of an Invoice by Zain Bahrain.
- 5.3 Subject to any billing disputes, a Party must pay all relevant Charges in accordance with Schedule 4 (Billing) of this RIO.
- 5.4 Notwithstanding the above, each Party agrees to comply with the terms and procedures set out in Schedule 4 (Billing) of this RIO in relation to billing and collection.
- 5.5 The OLO hereby agrees and accepts to maintain a Bank Guarantee with Zain Bahrain for an amount specified in accordance to Clause 5.55.6, required to cover the OLO's obligation and responsibilities under this RIO.
- 5.6 Bank Guarantee is the highest amount of:
- i) BHD 10,000; or
  - ii) *[(forecasted monthly Termination Service volumes x applicable Tariff) + (initial number of Interconnection Links Service x applicable Tariff)] x 3 months.*
- 5.7 Zain Bahrain may at any time review the creditworthiness of the OLO if:
- i) the OLO becomes Insolvent;
  - ii) the OLO has failed to pay Charges when due at any time during the term of these Supply Terms other than as a result of a Dispute;
  - iii) the OLO wishes to obtain new Services under these Supply Terms, and the obtaining of such new Services by the OLO would require an increase in the Bank Guarantee amount (as calculated in accordance with the general principle set out in Clause 5.6 above); or
  - iv) a period of (9) months has elapsed since the last review of the OLO's creditworthiness.
- 5.8 Where Zain Bahrain conducts a creditworthiness review pursuant to Clause 5.7, the OLO must provide Zain Bahrain with all information reasonably requested by Zain Bahrain in respect of the OLO's creditworthiness within (5) Business Days after Zain Bahrain's request.
- 5.9 If having conducted a creditworthiness assessment of the OLO in good faith in accordance with clause 5.8, Zain Bahrain considers that the Bank Guarantee coverage of the OLO does not meet Zain Bahrain's reasonable requirements, or if the OLO fails to comply with any provision

of this clause, then Zain Bahrain may require the OLO to provide a new Bank Guarantee or to vary the amount or type of an existing Bank Guarantee.

- 5.10 If Zain Bahrain requests new or varied Bank Guarantee under Clause 5.9, then the OLO must provide the new or varied Bank Guarantee, in the form and on terms acceptable to Zain Bahrain acting reasonably, within (5) Business Days of the request being made.
- 5.11 If the OLO failed to provide the required Bank Guarantee pursuant to Clause 5.10, the OLO will be deemed in Material Breach of the Supply Terms and Zain Bahrain have the right to take all necessary actions as per Clause 12.

## **6 Network Protection and Safety**

- 6.1 Each Party is responsible for the safe operation of its Network, and shall, so far as reasonably practicable, take all necessary measures to ensure that each Party's Network, each Party's operations and the implementation of the RIO do not:
- i) endanger the safety or health of any person, including any personnel of the other Party; and
  - ii) cause physical or technical harm to the other Party's Network, including but not limited to causing damage, interfering with or causing deterioration in the operation of that Party's Network.
- 6.2 Each Party will manage its Network to minimize disruption to Services and in the event of interruption or failure of any Services, will restore those Services as soon as reasonably practicable.
- 6.3 Each Party shall:
- i) Not use or knowingly permit the use of any Service, or install, connect, link or use (or permit the installation, connection or linking of) any telecommunications equipment in contravention of any law; and
  - ii) Be responsible to the other Party for any third party use of any Service or any part of any Service provided by one of the Parties to the other Party, or performance of any unauthorized acts relating to a Service or any part of any Service.
- 6.4 Each Party shall take all necessary measures to secure its Network and operating procedures pursuant to this RIO.

## **7 Calling Line Identity**

- 7.1 If a Party's Network requests Calling Line Identity ("CLI") from the other Party's Network, the originating Network shall generate and convey CLI to the receiving Network.
- 7.2 A Party whose Network receives CLI following a request pursuant to Clause 7.1 shall only use the CLI for the following purposes;
- i) routing Calls;
  - ii) compilation of inter-party invoices;

- iii) compilation of Subscriber bills (provided that CLI is disclosed on the Subscriber bill);
  - iv) call trace, malicious Call identification, compilation of Call statistics, and fraud prevention and detection; and
  - v) display to subscribers, subject to Schedule 3 (the Operations and Maintenance Manual)
- 7.3 The cost of generating and conveying CLI is included in the relevant conveyance rates for Calls. Neither Party shall apply additional charges for CLI.
- 7.4 If there is a change in applicable law or regulation materially affecting the operation of CLI, the Parties shall change the operation of CLI to the extent necessary to comply with that applicable law or regulation.

## **8 Network Alterations and Changes**

- 8.1 If a Party proposes to undertake any alteration to the architecture, standards or interfaces of its Network, which is anticipated to require the other Party to change the hardware or software, including interface software, of that other Party's Network in order to maintain the inter-working of the altering Party's Network with the Network of the other Party as required by these Supply Terms, the altering Party shall notify the other Party at least ninety (90) Calendar Days prior to the execution of the proposed alteration.
- 8.2 The notice required by Clause 8.1 shall set out the technical details of the proposed alteration, the timetable of the proposed alteration and any known impact to the inter-working of the Parties' respective Networks relevant to Services provided under this RIO.
- 8.3 The altering Party must update the other Party from time to time of any changes to the proposed alteration, including, if there are any changes, updating the timetable for implementation and any known impacts to the inter-working of the Parties' respective Networks relevant to Services provided under this RIO.
- 8.4 For the avoidance of doubt, a Party has the right to modify, change or substitute underlying technology or the specifications of the Services to improve the functioning or performing of the Services or its Network, provided that the Party takes reasonable measures to avoid such modifications having a materially adverse altering effect upon the functioning or performance of the Services supplied to the other Party. Such modifications may include replacement of elements of existing Network infrastructure or systems with alternate technology.
- 8.5 Nothing in these Supply Terms may be construed to preclude a Party from using, modifying or substituting its equipment with other equipment owned by it, as is reasonably required to provide any of the Services within the scope of these Supply Terms.

## **9 Equipment Responsibilities**

- 9.1 Where Zain Bahrain provides the OLO with any equipment or Zain Bahrain locates its equipment within the OLO's premises, the OLO agrees to:
- i) arrange for the equipment to be installed in an accessible, technically suitable, secure and free of charge place;

- ii) ensure that any equipment provided by Zain Bahrain is not interfered with by the OLO's employees or any other party;
  - iii) notify Zain Bahrain promptly of any Zain Bahrain equipment that is lost, stolen or damaged;
  - iv) pay for the repair or replacement of any Zain Bahrain equipment if it is lost, stolen or damaged;
  - v) ensure any software forming part of or loaded on Zain Bahrain equipment (other than software provided by Zain Bahrain) is not affected by any virus at any time;
  - vi) follow Zain Bahrain's reasonable directions, and any directions from the equipment manufacturer, when using the equipment and never use the equipment for purposes for which it is not designed or intended for;
  - vii) only use the Zain Bahrain's equipment at the agreed site location, where one has been specified;
  - viii) ensure that the Zain Bahrain's equipment shall at all times remain Zain Bahrain's property; and
  - ix) not encumber Zain Bahrain's equipment or expose such title to third party claims and will notify Zain Bahrain if it becomes aware of any third party claims.
- 9.2 Subject to Clause 13.3, when any of Zain Bahrain's equipment is no longer required, the OLO shall remove the equipment and return it to Zain Bahrain within ninety (90) Calendar Days. The OLO shall be responsible for any damage to Zain Bahrain's equipment and for repairing or reinstating any premises, fixtures or other equipment from which Zain Bahrain's equipment is removed except for fair wear and tear.
- 9.3 Subject to Clause 13.3, if the OLO fails to remove Zain Bahrain's equipment under Clause 9.2 within ninety (90) Calendar Days of notification that the equipment is no longer required, then Zain Bahrain may remove it. The OLO must obtain any required consents for Zain Bahrain to remove its equipment. The OLO shall be responsible for Zain Bahrain's reasonable costs to remove the equipment or repair or reinstate any premises, fixtures or other equipment from which Zain Bahrain's equipment is removed in accordance with the time and material costs indicated in Schedule 6 of this RIO.
- 9.4 To ensure the safety of the OLO's Network, and ensure that the Services to the OLO and Zain Bahrain Subscribers are not disrupted, the OLO must help safeguard Zain Bahrain's Network and equipment and agrees to the following:
- i) Both Parties shall follow the other Party's internal security process to gain permission to access the other Party's premises:
    - a) to maintain or develop equipment;
    - b) to fix any fault or replace any equipment; or
    - c) for any other reasonable purpose, provided the Zain Bahrain or OLO employees carry proof of their identity;

- 9.5 The OLO shall follow Zain Bahrain's detailed directions when connecting any equipment and/or devices to the Zain Bahrain's Network or equipment and ensure it is installed according to the specifications provided by Zain Bahrain and is type approved;
- 9.6 The OLO shall never interfere with Zain Bahrain Network or equipment and ensure only Zain Bahrain personnel work on it.

## **10 Quality of Service**

- 10.1 To the extent permitted by law, neither Party has any obligation to the other Party in respect of the quality of any Service, except as set out in this Clause.
- 10.2 Each Party must use reasonable endeavours to:
- i) ensure that Services provided to the other Party are of an equivalent quality to that which it supplies to itself and its Subscribers; and
  - ii) subject to Schedule 2.1, repair any Faults in an equivalent manner to that which it provides to itself and its Subscribers.
- 10.3 Subject to Clauses 10.4, each Party agrees to use its reasonable endeavours to:
- i) provide, but does not guarantee, the provision of continuous or Fault-free Services to the other Party; and
  - ii) comply with any quality of service requirements set out in Schedule 2 and 3.
- 10.4 If any applicable law implies warranties or conditions or imposes obligations on Zain Bahrain in respect of the quality of service of any Service, which cannot be or can only to a limited extent be, excluded, restricted or modified, then to the extent to which Zain Bahrain is able to do so, the liability of Zain Bahrain under the applicable law is limited:
- i) to the re-supply of relevant Services or the payment of the cost of having the relevant Services re-supplied, at Zain Bahrain's option;
  - ii) to the repair or replacement of property or paying the cost of repair or replacement of property, at Zain Bahrain's option; or
  - iii) to any other remedy prescribed by applicable law.

Zain Bahrain shall have no liability for any failure to meet a Service level where that failure has been caused by Force Majeure as defined in Clause 15 of this Schedule.

## **11 Resupply**

- 11.1 Zain Bahrain acknowledges that the OLO may use the Services provided by Zain Bahrain as part of services or products that the OLO sells to its Subscribers.
- 11.2 The OLO will fully and completely indemnify Zain Bahrain for any damage, loss or cost (including legal costs) and protect Zain Bahrain from any claim or proceeding:
- i) Arising from the failure by the OLO to obtain, or a claim by a Subscriber that the OLO failed to obtain, that Subscriber's consent to the supply of Services relating to that Subscriber;

- ii) To the extent caused, contributed to or brought by any OLO Subscriber directly or indirectly in connection with the Services;
- 11.3 Zain Bahrain will not be responsible to the OLO or any OLO Subscriber for any failure or delay in the provision of a Service where such failure or delay is caused by or contributed to by any action or inaction of the OLO or of any OLO Subscriber; and
- 11.4 The OLO will be solely responsible for any use of a Service or part of a Service by the OLO Subscribers and that the OLO will be liable accordingly.

## 12 Suspension

- 12.1 A party (the Suspending Party) may only suspend these Supply Terms or any Service to the extent necessary to address the relevant suspension event. The parties acknowledge that suspension may be potentially disruptive for users of telecommunications networks in Bahrain and note here that an assessment of whether or not to suspend the Supply Terms or any Service in particular circumstances should consider the interests of potentially affected users as a whole. The parties further acknowledge that, except in the case of an urgent suspension under clause 12.3, either party is free to copy or forward correspondence relating to an imminent suspension to the Regulator and that any such action is a permitted disclosure under clause 16.
- 12.2 Subject to clause 12.1, either party (Suspending Party) may suspend these Supply Terms, or the supply or use (as the case may be) of any Service, by giving the other party 48 hours written notice if in the reasonable opinion of the Suspending Party:
- i) the other party's Network has a material adverse effect on the efficient or safe operation of the Suspending Party's Network and the other party has failed to rectify the material adverse effect in (21) Calendar Days since such effect started in reasonable circumstances but in seven (7) Calendar Days in urgent cases;
  - ii) the other party is in Material Breach and has failed to rectify the Material Breach within twenty one (21) Calendar Days after the Suspending Party notified it in writing of the Material Breach;
  - iii) the other party knowingly or recklessly used, attempted to use, or has communicated or demonstrated an intention to use, any Service supplied under these Supply Terms in contravention of any law, whether with or without the authorization or permission of the Suspending Party; or
  - iv) any material information provided, or material representation made, by the other party to the Suspending Party is untrue, false, misleading or inaccurate and the difference between the effect of the Suspending Party's reliance on the information and what would otherwise be the case if the information or representation had been accurate is reasonably considered material by the Suspending Party (with respect to the provision of the relevant Services).

12.3 Subject to clause 12.1 and 12.4, a Suspending Party may suspend the whole of these Supply Terms, or the supply or use (as the case may be) of any Service, immediately without notice (provided that confirmation of any action is given within a reasonable time) if in the reasonably justified opinion of the Suspending Party:

- i) the other party's Network or the supply of any Service to the other party poses:
  - (a) a threat to the life or safety of any person (which, for the avoidance of doubt, shall not include a threat to the life or safety of any person contained in any message, signal or telephone call conveyed over that other party's Network or via the supply of any Service to the other party);
  - (b) a material hazard to equipment or the property of any person, including the Suspending Party; or
  - (c) an imminent threat to the normal operation, access, integrity or security of the Suspending Party's or any other party's Network;
- ii) the other party becomes Insolvent, provided that this right will not be exercised:
  - (a) for so long as the other party fulfils all its obligations, including without limitation, paying all amounts, as and when they fall due in the course of any Insolvency; and
  - (b) where the Suspending Party is Zain Bahrain, for so long as the Bank Guarantee provided by the other party remains effective and is sufficient to meet the sum of debts actually payable and reasonably foreseeable in the course of the Insolvency.
- iii) there is an emergency situation that in the Suspending Party's opinion may lead to a state of national safety or martial law being announced and the requisition by a competent authority of the Suspending Party's telecommunications networks or services used to provide one or more of the Services;
- iv) the continued operation of these Supply Terms or the supply of any Service would be unlawful, or compliance with legal or regulatory obligations requires immediate action which requires the suspension of the Supply Terms or one or more of the Services;
- v) the Authority or a relevant governmental authority directs the Suspending Party to do so; or
- vi) the other party is using the interconnection arrangements for the passing of traffic which is artificially inflated or the source of which is being disguised or not properly identified (including, for example, bypass traffic), provided that prior to the exercise of this right, the Suspending Party must make a reasonable attempt to discuss the incidence of the traffic with the other party to seek a view as to the source of the traffic.

12.4 If any Service has been suspended, both Parties must continue to pay the relevant Charges for that Service during the period of suspension.

12.5 If these Supply Terms are, or any Service is, suspended under clause 13.2 or 12.3 for more than (30) Calendar Days, then the other party than the Suspending Party may terminate these

Supply Terms, or that suspended Service, with immediate effect by giving the other party written notice.

- 12.6 A party's exercise of its right to suspend these Supply Terms or any Service does not prejudice any other right or remedy available to that party, including without limitation any subsequent right to suspend these Supply Terms, that Service, or a different Service.
- 12.7 If the circumstances giving rise to a right of suspension are cured during any period of notice or suspension and such cure is objectively explained and evidenced in writing to the Suspending Party:
- i) before the right is exercised, then the right to suspend may not be exercised; or
  - ii) after the right is exercised and subject to Clause 12.5, then the Suspending Party must lift the suspension as soon as reasonably practicable and in any event within 48 hours of the notice of cure, except with respect to a right of suspension exercised pursuant to clauses under 12.3 in relation to which a Suspending Party must give an undertaking that as far as it is reasonably aware the circumstances giving rise to the right are unlikely to recur, or that the Suspending Party is otherwise protected against the consequences of the circumstances.

### **13 Termination**

- 13.1 Subject to Clause 13.2, either Party ("Terminating Party") may terminate these Supply Terms, or use (as the case may be) of any Service, by giving the other Party ninety (90) Calendar Days written notice, or on immediate effect in cases where:
- i) the other Party is in Material Breach of the Supply Terms, including but not limited to failure to pay any invoiced or billed Charge or other for any Service as specified in Schedule 4 (Billing) and failure to provide or maintain the Bank Guarantee required by Zain Bahrain in accordance to Schedule 3 (Operations and Maintenance Manual) and has failed to rectify the Material Breach within twenty one (21) Calendar Days after the Terminating Party notified it in writing of the Material Breach;
  - ii) that the other Party becomes Insolvent, provided that this right will not be exercised for so long as the other Party fulfils all its obligations, including without limitation, paying all amounts, as and when they fall due in the course of any insolvency;
  - iii) subject to Clause 15, a notified Force Majeure event or Regulatory Event substantially adversely affects the ability of the other Party to perform its obligations under these Supply Terms continuously for a period of forty five (45) Calendar Days, provided that the Party subject to the notice of termination may require during the period of notice that the Parties must on reasonable notice, engage in good faith negotiations to endeavour to establish whether replacement terms and conditions or services can apply;
  - iv) If one of the Parties is prevented from performing all or a substantial part of its obligation under this RIO;
  - v) Provided that the Party subject to the notice of termination may require during the period of notice that the Parties must, on reasonable notice, engage in good faith negotiations to establish whether a replacement service or other terms can apply to the continuation of the provision of Services.

- vi) Either Party may terminate these Supply Terms or the supply or use (as the case may be) of any Service, immediately without notice (provided that confirmation of any action is given within a reasonable time) to the other Party if:
  - vii) the continued operation of these Supply Terms would be unlawful and/or contravene with legal or regulatory obligations; or
  - viii) either Party ceases to be a Licensed Operator.
  - ix) If the Authority revokes the RIO, then these Supply Terms automatically and immediately terminate on the date of revocation.
- 13.2 Either Party shall not, with respect to Interconnection Services, terminate the Supply Terms or an Interconnection Service, without the prior written approval of the Authority. In the case of termination of an Interconnection Service pursuant to Clause 13.1 or Clause 13.2, Zain Bahrain shall give seven (7) Business Days prior written notice of such termination to the Authority, subject to obtaining that prior written approval of the Authority.

## **14 Consequences of Termination**

### **14.1 On termination of these Supply Terms:**

- i) All sums payable to each Party under these Supply Terms up to the date of termination, including without limitation any Charges in respect of termination, are immediately due and payable;
- ii) each Party must refund any amount or proportionate amount paid by the other Party in respect of any period after the date of termination;
- iii) all Services, leases, licenses and other rights conferred on Zain Bahrain or the OLO under these Supply Terms immediately terminate;
- iv) each Party must at its own expense immediately return all of the other Party's property in good working condition, other than fair wear and tear;
- v) each Party must at its own expense and for a period of two (2) Calendar Years after termination of these Supply Terms in accordance with this Clause, immediately comply with any written notice from the other party to deliver, destroy, or erase any private and confidential information belonging to that other Party.

### **14.2 On termination of any Service:**

- i) all sums payable to each Party up to the date of termination, including without limitation any termination Charges, are immediately due and payable;
- ii) each Party must refund any amount or proportionate amount paid by the other party for that Service in respect of any period after the date of termination;
- iii) all Services, leases, licenses and other rights conferred on Zain Bahrain or the OLO under these Supply Terms in respect of that Service immediately terminate; and
- iv) each Party must at its own expense immediately return all of the other Party's property provided in respect of that Service, in good working condition, other than fair wear and tear.

- 14.3 Each Party must reimburse to the other Party any cost incurred by that other Party in repossessing or replacing any property that was not returned within thirty (30) Calendar Days after the date of termination, or was returned in a damaged or defective condition.
- 14.4 Termination or expiry of these Supply Terms or any Service by either Party:
- i) is deemed not to be a waiver or breach of any term or condition of any element of these Supply Terms; and
  - ii) does not prejudice any right, liability or obligation that accrued to either Party before the date of termination.
- 14.5 A Party's exercise of its right to terminate these Supply Terms or any Service does not prejudice any other right or remedy available to the terminating Party under this RIO.
- 14.6 All rights that each Party accrued before termination of these Supply Terms or any Service, and Clause 5 (Charges, Billing and Payment), Clause 16 (Confidentiality), Clause 17.6 (Waiver) and Clause 21 (Intellectual Property Rights) survive termination of these Supply Terms or Service and continue in full force and effect.

## **15 Force Majeure and Regulatory Events**

- 15.1 Subject to Clause 15.2, neither Party is liable for any failure to comply with or observe any term of these Supply Terms to the extent that a Force Majeure event or a Regulatory Event as defined in Schedule 1 (Definitions) caused that failure.
- 15.2 For the avoidance of doubt, each Party remains liable:
- i) for the performance of each obligation, and to comply with and observe each term, of these Supply Terms, which is not affected by the Force Majeure event or Regulatory Event; and
  - ii) to pay all sums payable in respect of each Service provided by the other Party during the Force Majeure event or Regulatory Event which is not affected by the Force Majeure event or Regulatory Event.
- 15.3 If a Party fails to comply with or observe any term of these Supply Terms because of a Force Majeure event or a Regulatory Event, then that Party must notify the other Party:
- i) as soon as practicable, giving details of the Force Majeure event or Regulatory Event, and its estimated extent and duration; and
  - ii) immediately after the end of the delay or failure caused by the Force Majeure event or Regulatory Event.

## **16 Confidentiality**

- 16.1 Either Party may not disclose the provisions of these Supply Terms, as well as any Confidential Information, whether written or verbal, obtained from the other Party to others except:
- i) after obtaining the written consent of the other Party, and only to the extent of that consent;

- ii) to its officers, employees and professional advisers (each an "Authorized Person") only for the purpose of and to the extent necessary to perform its obligations under these Supply Terms;
  - iii) to any arbitrator or expert appointed under Clause 22 (Dispute Resolution);
  - iv) to the Authority for the purpose of a review or determination by the Authority or for any other reasons as specified by the Authority;
  - v) as required by any applicable law, the Authority, the Telecommunications Law, the courts of the Kingdom of Bahrain or any other governmental authority of the Kingdom of Bahrain; or
  - vi) as otherwise specified in these Supply Terms.
- 16.2 Both Parties must use their best endeavours to ensure all permitted disclosures are kept confidential, other than a disclosure required to be made to a recognized stock exchange.
- 16.3 Despite any provision in these Supply Terms, the Parties must not reveal, make known or divulge to any third party in any manner howsoever the Charges and contents of those aspects of these Supply Terms (in whole or in part) that the Authority has withheld from publication.
- 16.4 Except as otherwise provided in these Supply Terms, a Party must keep confidential all Confidential Information of the other Party:
- i) disclosed, communicated or delivered to the receiving Party under these Supply Terms; or
  - ii) that comes into the receiving Party's knowledge or possession in connection with these Supply Terms, including through visits to any facilities of the Disclosing Party.
- 16.5 The Receiving Party must advise each Authorized Person of the obligation to protect the Disclosing Party's Confidential Information in a manner consistent with these Supply Terms.
- 16.6 Each party acknowledges that a breach of this clause 16 by one Party may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against that breach or threatened breach.
- 16.7 All and any part of written Confidential Information (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving Party or on its behalf, which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party, must be returned to the Disclosing Party or destroyed by the Receiving Party, as directed and when requested by the Disclosing Party at any time, or when the Receiving Party's need for that information has ended or when these Supply Terms expire or terminate, whichever is earlier. In the event of destruction, the Receiving Party must certify in writing to the Disclosing Party within thirty (30) Calendar Days that destruction has been accomplished. The Receiving Party must make no further use of that Confidential Information nor retain that Confidential Information in any form whatsoever.
- 16.8 The Parties acknowledge that the provisions of this clause 16 continue in full force and effect regardless of variations, assignments or termination of other provisions of these Supply

Terms. The obligation to maintain the confidentiality of the Confidential Information and the undertakings and obligations in this clause continue until the later of two (2) years after the expiry or termination of these Supply Terms, or when the information ceases to be confidential.

## **17 General**

### **17.1 Assignment**

- i) Subject to Clause 17.1(ii), a Party may only assign or transfer its rights, obligations or interests under these Supply Terms if it has first obtained the other Party's written consent, which must not be unreasonably delayed or withheld.
- ii) The OLO may only transfer its rights, obligations or interests under these Supply Terms if:
  - a) the assignee or transferee is an OLO and provides the Bank Guarantee required by Zain Bahrain; and
  - b) the OLO remains fully responsible for the performance of all obligations under these Supply Terms up to the date of assignment or transfer.

### **17.2 Non-exclusivity**

- i) Nothing in these Supply Terms restricts the rights of either Party to enter into similar agreements with other Parties.

### **17.3 Entire agreement**

- i) Any prior existing agreements which the Parties agreed to in relation to Interconnection remain in full force and effect after the date of these Supply Terms and RIO.
- ii) A Party may not rely on any representation or warranty about the subject matter of these Supply Terms or the RIO except as expressly provided in these Supply Terms or the RIO.

### **17.4 Severance**

- i) Subject to Clause 17.4(ii), if the whole or any part of a provision of these Supply Terms or the RIO is unenforceable, partly unenforceable, void or illegal in a jurisdiction, then it is severed to the extent necessary to make these Supply Terms and the RIO enforceable in that jurisdiction.
- ii) This Clause 17.4 does not apply if the severance materially changes the intended effect of these Supply Terms or the RIO, alters their basic nature, or is contrary to public policy.

### **17.5 Language**

- i) These Supply Terms and the RIO may be translated into other languages, but the contractual intention of the Parties in the English version will prevail.

### **17.6 Waiver**

- i) A right may only be waived in writing and signed by an authorized officer of the Party granting the waiver.

- ii) No conduct of a Party, including without limitation a failure to exercise, or any delay in exercising, a right, operates as a waiver of the right or otherwise prevents the exercise of that right.
- iii) A waiver of right on one or more occasions does not operate as a waiver of that right if it arises again.

#### 17.7 Exercise of rights

- i) A Party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a Party does not prevent a further exercise of that or of any other right, power or remedy.

#### 17.8 Counterparts

- i) These Supply Terms may be executed in any number of counterparts and all those counterparts together make one instrument.

### 18 Governing Law and Jurisdiction

18.1 These Supply Terms and the RIO are governed by the laws of the Kingdom of Bahrain.

18.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Kingdom of Bahrain, and each Party waives any right that it has to object to an action being brought in the courts of the Kingdom of Bahrain, including without limitation any objection that the action has been brought in an inconvenient forum, or that the courts of the Kingdom of Bahrain do not have jurisdiction.

### 19 Notices

19.1 A notice or other communication given under these Supply Terms or the RIO including, but not limited to, a request, demand, consent or approval, to or by a Party to these Supply Terms or the RIO must be in legible writing and in English.

19.2 All Notices must be addressed to the addressee at the address or email address set out below or to any other address as notified by the Parties under this Clause:

- i) if to Zain Bahrain:

**Mailing Address:**

Regulatory & Interconnection Department  
Zain Bahrain BSC  
Zain Tower, Road 2806  
Building 401, Block 428  
P.O. Box 266  
Manama, Kingdom of Bahrain  
[interconnection@bh.zain.com](mailto:interconnection@bh.zain.com)

- ii) if to the OLO:

**Mailing Address:**

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- 19.3 All Notices must be signed by an authorized officer of the sender.
- 19.4 Notices are deemed to be received by the addressee in accordance with clause 19.2.
- 19.5 Without limiting any other means by which a Party may be able to prove that a notice has been received, a notice is deemed to be received:
  - i) if sent by hand, when delivered to the addressee; or
  - ii) if by post, three (3) Business Days after and including the date of postage.

**20 Legal Advice and Allocation of Risk**

- 20.1 Each Party acknowledges that it has received legal advice or had the opportunity to receive legal advice in relation to these Supply Terms and the RIO.
- 20.2 The rights, powers and remedies of a Party under these Supply Terms and the RIO are cumulative with and do not exclude or limit any other right, power or remedy provided by law or equity independently of these Supply Terms or the RIO.
- 20.3 Only a Party to the Supply Terms have a right or remedy under the Supply Terms and is subject to the rights, obligations and benefits of the Supply Terms.
- 20.4 Unless otherwise agreed under these Supply Terms, each Party must bear its own legal and any other costs incurred in the preparation, negotiation and execution of these Supply Terms, as well as all documents contemplated by it.

**21 Intellectual Property Rights**

- 21.1 Subject to Clause 21.2, trademarks, inventions, knowhow, patents, copyrights, designs, database rights and other intellectual property (the "Intellectual Property") will remain in the ownership of the Party originating or which has acquired the same and nothing in this RIO will confer or be deemed to confer on either Party any rights in or license to use the Intellectual Property of the other Party.
- 21.2 Where the Intellectual Property is developed in connection with the performance of this RIO then in the absence of any other agreement negotiated between the Parties the ownership of the Intellectual Property will remain with the Party who developed the same provided that in consideration of the entry into this RIO the other Party will be licensed at no cost to use the Intellectual Property for the purpose of implementing this RIO.

- 21.3 Without prejudice to or limiting Clause 20.1, neither Party is entitled to use any trademarks nor service marks (whether registered or not) of the other Party in any document or other medium, without prior written consent of that other Party.
- 21.4 Each Party indemnifies the other Party against any action, claim, loss, liability, cost or expense that may be brought against or suffered or incurred by any of them arising directly or indirectly from a claim by a third party that use of the indemnifying Party's Intellectual Property Rights as permitted under these Supply Terms infringes the rights of that third party.
- 21.5 The indemnity in clause 21.4 includes legal costs and expenses on a full indemnity basis, and the indemnifying Party must defend any action or other thing described in clause 21.4 using lawyers of its choice.
- 21.6 The indemnity in clause 21.4 is the only remedy and form of compensation available to a party in respect of Intellectual Property Rights arising under these Supply terms.
- 21.7 Each party is responsible and liable for obtaining and maintaining in its own name and at its own expense, all licenses, permits, consents, waivers, authorizations and Intellectual Property Rights required for it to:
- i) use any Service provided under these Supply Terms; or
  - ii) install or use any equipment in connection with the use of any Service provided under these Supply Terms.
- 21.8 Each Party must reasonably cooperate with the other Party at that other Party's cost to obtain all licenses, permits, consents, waivers, authorizations and Intellectual Property Rights required under clause 21.7.

## **22 Dispute Resolution**

- 22.1 In the event of any Dispute arising between the Parties relating to or arising out of this RIO, including the implementation, execution, interpretation, rectification, termination or cancellation of these Supply Terms, the Parties shall meet within ten (10) Business Days of receipt of written notice of the Dispute by one Party to the other (or such longer time as mutually agreed between the Parties) to negotiate in good faith in an effort to settle such Dispute. Such meetings shall be attended by persons appointed by each Party with the objective of resolving the dispute (a "Dispute Officer"). The Parties shall sign an agreed copy of the minutes of meeting. Where the minutes of a meeting cannot be agreed by the Parties, each Party shall sign their own version of the minutes and supply a copy of such minutes to the other Party.
- 22.2 The Dispute Officers must confer and endeavour in good faith on a "without prejudice" basis to resolve the dispute by negotiating a commercial settlement.
- 22.3 If the dispute remains unresolved ten (10) Business Days after referral to the Dispute Officers under clause 22.1 above, then either Party may by written notice to the other Party, refer the dispute to the Chief Executive Officer of each Party, or a nominee of the Chief Executive Officer, who must confer and endeavour in good faith and on a "without prejudice" basis to resolve the dispute by negotiating a commercial settlement.

- 22.4 The Parties must refer the dispute to the Chief Executive Officers before pursuing any further dispute resolution procedures.
- 22.5 Provided that the period during which the Parties have been negotiating in good faith is not less than thirty (30) Business Days and in circumstances where the Parties have met, negotiated in good faith and failed to resolve the Dispute in accordance with the procedures above then either Party may refer the matter to the Authority for resolution. Each Party shall provide the Authority and the other Party with a notice specifying a description of the disputed matter, all relevant evidence, any other information which describes the disputed matter and the respective positions of the Parties with respect to it. Subject to the Authority agreeing to act as a mediator to resolve the Dispute
- 22.6 Each Party will continue to fulfil its lawful obligations under this RIO pending any Dispute resolution.

### 23 Signature

IN WITNESS WHEREOF, the Parties have executed this Agreement as of \_\_\_\_\_.

Zain Bahrain :

\_\_\_\_\_:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Name)

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(Title)

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(Title)

