

THIS REFERENCE OFFER IS MADE BY:

BAHRAIN NETWORK (BNET) B.S.C (CLOSED) (the “Access Provider”)

ON: 2 April 2023

BACKGROUND:

- A. Under Article 40(bis)(a) of the Telecommunications Law it is stated that the Authority “[...] shall make the Fixed Telecommunications Infrastructure Network License available. Unless the Authority determines otherwise, non-holders of this license shall not deploy or maintain a fixed telecommunications infrastructure in the Kingdom, including in relation to the deployment and ownership of ducts and fibre optics.”
- B. On 30 May 2019 the Authority, pursuant to the requirements of Article 40(bis)(a) of the Law, granted the Access Provider the Fixed Telecommunications Infrastructure Network License (the “**BNET License**”).
- C. The Resolution No. (17) of the year 2020 Promulgating the Fifth National Telecommunications Plan (NTP5), issued on 25 October 2020, confirmed – consistent with the ‘single network objective’ – the role of BNET as owner and operator of the fibre-based national broadband network in the Kingdom, providing equivalent access to all other licensees on equivalent terms and conditions. BNET’s national broadband network is also considered an essential input for mobile operators, with fibre backhaul and fronthaul being an increasingly important input to mobile data services, including 5G services.
- D. The BNET License requires BNET to provide all Licensed Operators with wholesale services and products on the terms set out in this Reference Offer and/or as required by the Telecommunications Law and/or the BNET License.
- E. BNET is fully committed to supply such products or services on an equivalence of input basis and consistent with the principles of transparency and non-discrimination, without any differences between BNET’s Affiliates, which are Licensed Operators, and any other Licensed Operators.
- F. Pursuant to section 4.9 of the BNET License, BNET is required “*At the request of the Regulator and/or every twenty-four (24) months (whichever is the shorter)... [to] submit a draft Reference Offer for the Regulator’s approval within a period of time determined by the Regulator*”.
- G. Pursuant to section 4.10 of the BNET License, following approval by the Authority of the draft Reference Offer, BNET shall “*within two weeks of the approval... publish the Reference Offer in the version approved on its website... Any proposed change (including updates) to the terms of the Reference Offer shall require the prior written approval of the Regulator*”.
- H. Pursuant to section 4.1.2 of the BNET License BNET is obligated to abide by the terms of this Reference Offer.

- I. Pursuant to section 27.1 of the BNET License, BNET is obligated, from the Effective Date of the BNET License, to provide the Licensed Services in accordance with the Reference Offer.
- J. All terms used but not otherwise defined in Schedule 8 (Dictionary) or any other part of this Reference Offer, shall have the meanings ascribed to them in the Telecommunications Law.

1 THE STRUCTURE OF THIS REFERENCE OFFER AND ORDER OF PRECEDENCE

- 1.1 This Reference Offer sets out the terms and conditions on which the Access Provider will, subject to (i) conclusion of a written contract between the Access Seeker and the Access Provider and (ii) fulfilment by the Access Seeker of its obligations thereunder, provide the Services covered by this Reference Offer as described in detail in the Schedules 6 (Service Descriptions) to the Access Seeker.
- 1.2 This Reference Offer has been submitted to the Authority for their review and approval and becomes effective and legally binding on both parties on the date of an approval or an order of the Authority or on any date as determined by the Authority, (as appropriate).
- 1.3 This Reference Offer comprises:
 - (a) The Main Body of this Reference Offer including its Annex 1 – New Service Order and New Service Order Process, and Annex 2 – New Service Order form;
 - (b) Schedule 2: Notification and Acceptance of a Service Order
 - (c) Schedule 3 – Pricing;
 - (d) Schedule 4 – Billing;
 - (e) Schedule 5 – Forecasting;
 - (f) Schedule 6 – Service Descriptions and the corresponding Operations Manuals;
 - (g) Schedule 7 – Service Levels;
 - (h) Schedule 8 – Dictionary;
 - (i) Schedule 9 - Supply Terms; and
- 1.4 If there is any inconsistency between any parts or Schedules of the Reference Offer, then the inconsistency shall be resolved in accordance with the following descending order of precedence:
 - (a) Schedule 6 (Service Descriptions) and their appended Operations Manuals;
 - (b) Schedule 3 (Pricing);
 - (c) Schedule 1 (Main Body);
 - (d) Schedule 9 (Supply Terms); and

(e) the other Schedules

2 MAKING AN AGREEMENT UNDER THIS REFERENCE OFFER

- 2.1 If the Access Seeker wishes to make use of any of the Service(s) covered by the Reference Offer, the Access Seeker shall enter into a binding and enforceable agreement with the Access Provider incorporating the terms of this Reference Offer in their entirety (the "**Agreement**"). This is without prejudice to any pre-existing contract between the Access Seeker and BNET entered into and based on any earlier versions of this Reference Offer. For avoidance of doubt, adoption of any subsequent version of this Reference Offer, following its approval by the Authority, does not require the parties to conclude a new Agreement or amend any such pre-existing Agreement to reflect the new terms of such Reference Offer. It is understood that any such pre-existing Agreement will incorporate the terms of the new version of this Reference Offer once approved by the Authority which terms will prevail over any earlier versions of this Reference Offer, as applicable.
- 2.2 It is understood that the terms and conditions of this Reference Offer including all its Schedules and other parts will be incorporated as terms and conditions of such Agreement. Taking account of the established practice between the Access Provider and Licensed Operators in the Kingdom, the Access Seeker and the Access Provider shall execute in writing the Agreement by signing the Supply Terms as represented in Schedule 9 of this Reference Offer, which incorporate, by reference, all the other parts of the present Reference Offer and altogether form the Agreement. A reference to this Reference Offer shall be also understood as a reference to such Agreement incorporating such Reference Offer, and reference to the Access Provider and the Access Seeker, respectively, as a "**Party**", or jointly as "**Parties**" to this Agreement, shall be construed accordingly.
- 2.3 Subject to clause 2.1 above, the Access Provider is not required to supply any Service or process a Service Order or a New Service Order of the Access Seeker until such time both Parties have entered into such Agreement.
- 2.4 As a condition for entering into this Agreement:
- (a) Unless the Parties entered into an agreement based on an earlier version of this Reference Offer, the Access Seeker must submit a signed copy of the Access Provider's Confidentiality Agreement; and
 - (b) Where the Access Provider needs to verify the credit worthiness of the Access Seeker taking into account the history, capital, including any published annual reports where available, of the Access Seeker, the Access Seeker shall provide upon request to the Access Provider evidence of the Access Seeker's Acceptable Long-Term Credit Rating, or an appropriate Financial Security including, but not limited to, in the form of a bank guarantee, or a letter of credit, as further described in Schedule 9 (Supply Terms), accepted by the Access

Provider; and

- (c) The Access Seeker shall provide to the Access Provider evidence on the insurance policy as described in Clause 16 of Schedule 9 (Supply Terms); and
- (d) The Access Seeker shall demonstrate to the Access Provider that it is a Licensed Operator in the Kingdom of Bahrain with all the appropriate approvals to offer the relevant services.

2.5 By entering into the Agreement, the Access Seeker represents and warrants to the Access Provider as at the Agreement Effective Date, that:

- (a) its obligations under the Agreement will be valid and binding and are enforceable against it in accordance with its terms;
- (b) it is not Insolvent or subject to any Insolvency Proceedings;
- (c) the Access Seeker has and will continue to have throughout the Term Acceptable Long Term Credit Rating, or an appropriate Financial Security as further described in Schedule 9 (Supply Terms);
- (d) it has, and will continue to have throughout the Term, in full force and effect all the licenses necessary to use any of the Service under the Agreement;
- (e) to the best of the Access Seeker's knowledge, there are currently no pending proceedings or a risk of any such proceedings, which could lead to invalidation or withdrawal of the Access Seeker's licence(s) necessary to use any of the Service under the Agreement, and
- (f) in relation to a specific Service, which can only be provided to a certain category of Licensed Operators in the Kingdom, the Access Seeker has the required type of the licence, as applicable. The Access Seeker acknowledges and agrees that its failure to present evidence of such type of a licence would prevent the Access Provider from offering or continue supplying such Service to it.

2.6 The Access Seeker agrees to hold harmless and indemnify the Access Provider for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by the Access Provider, which arise out of or in connection with any breach of any of the representations or warranties given in the clause 2.5 above as well as pursuant to Schedule 2 (Service Order), including in connection with any claim made by any third party against the Access Provider in connection with the representations or warranties set out in 2.5 above, in relation to each and every Service Order, subject to the Access Provider using all reasonable endeavours to mitigate against the effects of any such breach of the representations or warranties.

2.7 The Agreement commences on the Agreement Effective Date and continues in full force and effect, unless terminated in accordance with its terms.

3 SUPPLY OBLIGATION

- 3.1 Subject to the Access Seeker's compliance with the terms of the Agreement regarding placing any Service Order, the Access Provider shall, provide the Service(s) to the Access Seeker, as further described in this Agreement.
- 3.2 If, in accordance with Schedule 2 (Notification and Acceptance of Service Order) of the Reference Offer, a Service Order for a specific Service has been, after the Agreement Effective Date, submitted by an Access Seeker authorised to make such a Service Order and has been accepted by the Access Provider, the Access Provider shall supply the requested Service:
- (a) at the Charges specified in Schedule 3 – (Pricing) and Schedule 6 (Service descriptions) of the Reference Offer or as otherwise approved by the Authority;
 - (b) in accordance with the other terms of the Reference Offer.
- 3.3 The Access Provider shall not be obliged to provide, or enter into an agreement to provide, any services outside of the scope of Schedule 6 - (Service Descriptions) with the exception of a New Service to be offered by the Access Provider following completion a New Service Order Process as described in Annex 1 to the Main Body.
- 3.4 The timetable for the Access Provider to comply with processing orders and provisioning of Services shall be in accordance with Schedule 7 – (Service Levels) of the Reference Offer.

4 AMENDMENTS AND VARIATIONS TO THE REFERENCE OFFER

- 4.1 The Access Provider (following consultation with the industry as per the applicable consultation procedures issued by the Authority and on first obtaining any approval from the Authority as required by the BNET License), and subject to the terms of section 5.2 of the BNET License, may amend or vary the Reference Offer, including:
- (a) offering any New Service and any amendment or variation to the Reference Offer arising from the New Service, in accordance with Annex 1 to this Main Body; or
 - (b) other amendments, modifications or other alteration to the existing Service or the associated terms or conditions for its provisioning based on regular reviews of the Reference Offer; or
 - (c) withdrawing or discontinuing supply of any Service and removing the corresponding provisions from the Reference Offer as a result of such withdrawal.

ANNEX 1

NEW SERVICES ORDER AND NEW SERVICE ORDER PROCESS

- 1.1 If an Access Seeker wishes the Access Provider to supply it with a New Service, it may submit to the Access Provider a written request to that effect ("**New Service Order**") using the standard format provided in Annex 2 (New Service Order). Where the Access Provider identifies an opportunity to develop a New Service on its own initiative as further described in 1.23 below, it shall follow the same process as applies to an Access Seeker as is described in the present Annex 1 including using the New Service Order form.
- 1.2 This Annex describes the procedure to be followed by the Access Seeker and the Access Provider for submitting, discussing and evaluating such request, including engaging in a public consultation with the industry and the Equivalence Compliance and Technical Committee (the "ECTC") as well as seeking TRA approval for introducing any agreed New Service into this Reference Offer.
- 1.3 As required by the principles of transparency and equivalence of input, the same process and requirements for a New Service Orders shall apply to the Access Provider's Affiliates, which are Licensed Operators, as will apply to any other Licensed Operator.
- 1.4 The Access Provider will consider in good faith any New Service Order provided to it and in line with the following process.
- 1.5 The requirements for the form and the minimum content of a New Service Order and the method for its submission to the Access Provider are outlined in Annex 2 (New Service Order). Where this process refers to any request, submission or other similar act of the Access Seeker in writing, it may also allow for such act to use the IT systems for ordering and provisioning or other systems available or developed by the Access Provider, as applicable at the time.

Initial phase and development of a detailed Statement of Requirements

- 1.6 When making a New Service Order, the Access Seeker shall use all reasonable efforts to include in the New Service Order Form submitted to the Access Provider for consideration:
 - (a) a reasonably detailed description of the proposed New Service;
 - (b) a reasonably detailed outline of the technical, operational and functional specifications which the Access Seeker considers should apply to the New Service including description of any interfaces, where applicable;
 - (c) the Access Seeker's opinion on the likely interest in and uptake of the New Service in general, its benefits to the end users, including, where applicable, a preliminary forecast of the Access Seeker's' expected use of the New Service;
 - (d) reasonable justification as to why the current service offerings in the Access

Provider's existing Reference Offer do not meet the Access Seeker's requirements, where the Access Seeker shall demonstrate a real need for the proposed New Service including as to how the New Service will assist in promoting any technological advances in the industry or contribute to improving the customer experience;

- (e) the Access Seeker's suggestions for the commercial parameters of such New Service including any Service Levels required;
- (f) subject to the process below, an estimate on preferred timelines for testing and/or product offering.

1.7 The Access Provider shall, within five (5) Working Days of the receipt of the New Service Order:

- (a) notify the Access Seeker and confirm receipt as well as propose a reasonable timeframe for the Access Provider and the Access Seeker to meet to discuss the New Service Order. The Access Provider shall offer the first meeting (which can include using online communication or collaboration mechanisms) no later than five (5) Working Days following the Access Provider's confirmation of receipt. The New Service Order will be deemed received by the Access Provider if no confirmation has been sent to the Access Seeker within five (5) Working Days of the New Service Order being submitted to the Access Provider; and
- (b) notify the ECTC of the New Service Order received, including providing to the ECTC the following information:
 - (i) date of the New Service Order receipt by BNET; and
 - (ii) identity of the Access Seeker, which submitted the request; and
 - (iii) the Service impacted by the New Service Order referring to its designation under the applicable Schedule 6 (Service Description), unless it relates to a completely New Service in which case it will cover a brief description of such New Service, and
 - (iv) brief description of the nature of the change, amendment or other modification to any existing Service unless it relates to a completely New Service.

1.8 The parties shall, as soon as reasonably practicable and in any case not later than five (5) working days following the initial meeting between the Access Provider and the requesting Access Seeker, engage in a detailed discussion, the purpose of which is to ascertain the feasibility of the New Service and analyse all the following factors:

- (a) appropriate technical, operational and functional definition of the New Service, all its features and parameters as well as an outline of its scope;
- (b) the necessary operational process steps for its ordering and provisioning

including any system requirements;

(c) appropriate commercial terms applicable to the scoping, development, testing, implementation and supply of the New Service, including:

(i) the charges and pricing regime to apply to any or all those activities considering the likely time and resources required;

(ii) the framework, dependencies for, and scope of, any proposed testing and acceptance processes;

(iii) estimated timetable for the scoping, development, testing, implementation and supply of the New Service considering all the relevant stages of the New Service Order process following TRA approval as outlined at the end of this Annex. Taking due account of the complexity of the relevant New Service and its implementation by analysis, the following factors may determine the overall implementation timelines:

1. Changes required to the Access Provider's Network, including the extent of adjustments required to the existing Network assets, features, capabilities and services as well as any new assets, features, functionalities or technologies that will be required;

2. Any system requirements and its development including any new testing or repair or maintenance requirements;

3. Dependency on and liaison with external suppliers including their delivery timelines;

4. Impact on other Licensed Operators;

(the '**Timeline for Service Implementation**'); and

(iv) any other matters relevant to the New Service Order.

1.9 For the purpose of such detailed discussion, the Access Provider shall be obliged to provide reasonable support to the Access Seeker including offering the necessary meetings (whether face-to-face or virtual) to enable the Access Seeker to prepare and submit to the Access Provider a Statement of Requirements. To facilitate these discussions, the Access Seeker shall also be obliged to provide to the Access Provider any further information the Access Provider reasonably requires which will enable it to properly scope, develop, implement or supply the New Service including the preliminary forecasts as well as any technical, operational or other requirements.

1.10 Notwithstanding the above, the parties may, following the initial meeting, agree that due to the nature of the New Service Order by the Access Seeker, especially in what could reasonably be understood as a simple case, there is no need for a detailed discussion between the parties and the Access Seeker may proceed directly to submitting the

Statement of Requirements. For the avoidance of doubt, such conclusion shall not be subject to a unilateral assessment of the Access Seeker only and should be subject to mutual agreement between the parties.

- 1.11 When the parties have concluded these preliminary discussions, and unless the Access Seeker decides against further pursuit of the New Service Order, the Access Seeker, shall submit to the Access Provider a comprehensive Statement of Requirement within a maximum of two (2) calendar weeks from the conclusion of discussions referred to in this clause 1.11, setting out in detail the proposed aspects of the New Service as identified in clause 1.8, which shall properly reflect the outcome of the detailed discussions between the parties. Where the contents of the Statement of Requirements in any material aspect differ from the outcome of the detailed discussions between the parties, the Access Provider shall be entitled to seek clarifications from the Access Seeker within one (1) calendar week upon receipt of the Statement of Requirements, including requesting the Access Seeker to resubmit the relevant Statement of Requirements making the necessary changes, where required. Such resubmission, if applicable, must be made within one (1) calendar week of the Access Provider's request.
- 1.12 Subject to Clause 1.9, in the event the Access Seeker and the Access Provider cannot reach an agreement on a particular issue or issues to finalise the detailed Statement of Requirements, or its content does not satisfy the requirements stipulated in clause 1.8, the Access Provider shall return it to the Access Seeker for re-submission as envisaged in clause 1.11. If, after being returned by the Access Provider twice, any Statement of Requirements re-submitted by the Access Seeker does not satisfy the requirements stipulated in clause 1.8. or fails to reflect the detailed discussions between the Parties, the New Service Order process will be deemed to be at its end pursuant to clause 1.16.

Confidentiality

- 1.13 Unless instructed otherwise by the Access Seeker in writing, and until a detailed Statement of Requirements is completed and finally submitted to the Access Provider, the Access Provider shall not disclose any information on a New Service Order to any other Licensed Operator including its Affiliates or any third party, unless legally obliged to do so. Notwithstanding the above, the Access Provider shall be obliged to notify the receipt of any New Service Order to the ECTC and provide the ECTC with the information described in Clause 1.7(b).
- 1.14 The Access Provider shall not be required to seek consent from the Access Seeker for disclosing and/or sharing the Statement of Requirements finally submitted to it by way of Industry Consultation, or the subsequent TRA Consultation, as applicable. For the avoidance of doubt and unless the exception described below in this clause 1.14 applies, any Statement of Requirements submitted under this Reference Offer shall not be subject to the obligation of Confidentiality as per clause 20 (Confidentiality) Schedule 9 – Supply Terms, to the extent to which this is being shared with or disclosed to the ECTC or the TRA for the purposes described in this RO. However, this shall not prevent the Access

Seeker from instructing, no later than at the time of submitting the Statement of Requirements, the Access Provider formally in writing that specific information in the Statement of Requirements provided by the Access Seeker shall be treated as confidential by the Access Provider and shall be, for the purpose of the Industry Consultation, omitted from the Statement of Requirements due to its commercial sensitivity for that particular Access Seeker, such as preliminary forecasts. The Access Seeker shall not be entitled to seek confidential treatment for any other parts of the Statement of Requirements which shall be subject to the Industry Consultation or the TRA Consultation, in particular the description of the New Service or any of its characteristics or price terms including the Timeline for Service Implementation. Following such written instruction from the Access Seeker, the Access Provider shall be obliged to treat such information as confidential pursuant to clause 20 (Confidentiality) of Schedule 9 – Supply Terms, and shall remove (or redact) it from the relevant Statement of Requirements for the purposes of the Industry Consultation (and any subsequent TRA Consultation), as applicable.

- 1.15 Should the Access Seeker decide to discontinue pursuing a New Service Order or any Statement of Requirements including, without limitation, for reasons related to such Industry Consultation, it may withdraw its request at any time.

Discontinuation of discussions between the Access Seeker and the Access Provider.

- 1.16 The parties may consider the New Service Order process to be at an end, if:
- (a) matters discussed between them including all the terms of the Statement of Requirements and in particular the relevant commercial terms cannot be agreed within ninety (90) days of the receipt of the New Service Order, or any shorter period set out in the Law in respect of specific services; or
 - (b) there is no legal obligation on the Access Provider to provide the New Service; or
 - (c) without prejudice to any duty of confidentiality, the other party has failed to treat any information arising out of or in connection with the discussions between them as confidential, or
 - (d) the Access Seeker, which submitted the relevant New Service Order, failed to attend scheduled meetings, or to engage in discussions with the Access Provider, or provide the information necessary to progress with the New Service Order.
- 1.17 Discussions in relation to the supply of a New Service shall continue while the parties are engaged in any dispute resolution, provided that:
- (a) the Access Seeker demonstrates financial stability (failing which the continuation of negotiations shall be at the Access Provider's discretion); and
 - (b) the negotiations are strictly confidential and without prejudice to any ongoing dispute between the parties. For the avoidance of doubt, the parties agree that

the negotiations, materials, documents and/or discussions, whether formal or informal, in relation to the New Service cannot be adduced as evidence as part of any ongoing dispute or used as a submission or part thereof for any ongoing dispute.

Industry Consultation

- 1.18 Once the Access Provider receives the final Statement of Requirements, which reflects the outcome of the detailed discussions between the parties, the Access Provider shall be obliged to refer the final Statement of Requirements to the ECTC within three (3) Working Days for the purposes of a consultation with the industry via the ECTC (the “**Industry Consultation**”).
- 1.19 The purpose of the Industry Consultation is to ascertain whether other Licensed Operators may be also interested in the New Service, consult all its parameters and the proposed commercial terms and seek advice from the experts with the ECTC so that the New Service can be delivered to the greatest benefit of the whole industry and consumers and not only the Access Seeker who initiated the New Service Order. The Industry Consultation and in particular any agreement reached with the ECTC may also provide direction regarding priority of New Service implementation especially where there are different New Service Orders, which compete for the same resources of the Access Provider or where the nature of such requests may require prioritisation of certain requests.
- 1.20 The Authority has the right to participate in the Industry Consultation, have access to the Statement of Requirements and any information or discussions held there as well as express its views on the New Service from the perspective of the regulator and the objectives it pursues.

Following the completion of the Industry Consultation, the Access Seeker may consider revising and resubmitting the Statement of Requirements where the Access Provider reasonably considers that the original Statement of Requirements no longer reflects the outcome of the Industry Consultation and requires amendments. The Access Seeker should make reasonable efforts to take account of the Industry Consultation and the views expressed therein. The Access Seeker is however not obliged to amend the Statement of Requirements against the version, which was subject to the Industry Consultation, if such amendment would prevent the Access Seeker from achieving the objective pursued by the New Service Order (and the corresponding Statement of Requirements). The Access Seeker shall be entitled to instruct the Access Provider to proceed to the next stage of the process (i.e., submission to the Authority and seeking its approval) if the Industry Consultation does take place (or conclude) within one month following the submission of the Statement of Requirements pursuant to clause 1.18.

Submission to the Authority and seeking the TRA approval of New Service and publication in the RO

- 1.21 Following the Industry Consultation, including any modifications to the Statement of Requirements to reflect its outcome if and where required, the Access Provider shall prepare:
- (a) detailed description of the New Service setting its final parameters in a format required for the amendment to any Service Description or any other Schedule or part of the latest version of this Reference Offer, and
 - (b) a summary report on the outcome of the Industry Consultation and any advice from the ECTC, as applicable,

which the Access Provider shall, within a reasonable timeline taking into account the scope of the NSO and the extent of changes to the Reference Offer triggered by it, submit to the Authority requesting the Authority's approval of the corresponding amendment to the Reference Offer.

- 1.22 Upon the TRA's approval of the relevant amendment to the Reference Offer, the Access Provider shall:
- (a) Publish the amended Reference Offer; and
 - (b) start offering the New Service to any Licensed Operators from the date of the publication of the amended Reference Offer respecting the relevant Timeline for Service Implementation reflecting the outcome of the Industry Consultation, as applicable.

Development of a New Service Initiated by the Access Provider

- 1.23 The Access Provider shall endeavour to identify on non-discriminatory basis opportunities for developing New Services based on its experience with providing existing Services, feedback from and suggestions raised by the Licensed Operators. as well as any gaps or other possibilities for improvement, needs of the industry and the economy of the Kingdom of Bahrain. This includes, without limitation, introducing additional terms, enhanced service levels, where appropriate, and more flexible pricing arrangements.
- 1.24 When the Access Provider identifies such opportunity, it shall use internal governance processes to engage in and complete an initial assessment to ascertain its feasibility and estimate, on preliminary basis, the implementation costs and the market potential for such New Service, as and where applicable. This shall follow the requirements for a New Service Order as described above in 1.8 including preparing and submitting a Statement of Requirements including making such Statement of Requirements subject to 1.6the Industry Consultation.

Annex 2 – NEW SERVICE ORDER

For placing a New Service Order, the Access Seeker shall use the following form:

To: BAHRAIN NETWORK (BNET) B.S.C (CLOSED)

From: *[Insert name]* (the “**Requesting Operator**”)

Date: *[Insert date]*

NEW SERVICE ORDER IN RELATION TO THE ACCESS PROVIDER’S REFERENCE OFFER

1. Does the New Service Order relate to (i) an existing Service or (ii) involves request for a completely new Service?

[Please provide an answer]

2. Does the service satisfy the requirements for a Service under the present Reference Offer? Please explain the basis on which the Requesting Operator considers that this is the case.

[Please provide an answer]

In addition, please provide the following:

- (a) reasonably detailed description of the proposed New Service:
.....
- (b) an outline of the technical, operational and functional specifications which the Requesting Operator considers should apply to the New Service:
.....
- (c) the Requesting Operator’s opinion of the likely interest in and uptake of the New Service in general, its benefits to the end users, including a preliminary forecast of the Requesting Operators’ expected use of the New Service:
.....
- (d) the Requesting Operator’s assessment as to why the current Services in the Reference Offer do not satisfy their requirements:
.....

SIGNED by **[insert name of REQUESTING OPERATOR]:**

.....

Signature of the Requesting Operator's Authorized Representative

.....

Name of the Requesting Operator's Authorised Representative (print)

Please note that unless expressly instructed otherwise in writing, the Access Provider shall consider the present New Service Order as confidential subject to any exception as described in Schedule 1, Annex 1 (New Service Order Process) of the reference Offer.