

## SCHEDULE 2– NOTIFICATION AND ACCEPTANCE OF SERVICE REQUEST

### AND FORMS FOR REQUEST OF NEW SERVICE

1. A requesting licensed operator (the **Requesting Operator**) who seeks Services from Batelco must submit a written request to Batelco in the form provided (**Service Request**).
2. If this is the first Service Request, the Licensed Operator must submit at the same time a signed copy of Batelco's Confidentiality Agreement (unless one has already been signed). The confidentiality terms do not limit the disclosure of completed interconnection agreements to the Regulator as required by the Telecommunications Law.
3. By submitting the Service Request, the Requesting Operator becomes bound by the provisions of Schedule 2 of the Reference Offer.
4. The Requesting Operator's Service Request must contain:
  - (a) the list of Services with which it wishes to be supplied within a very short time after the Service Request. (Licensed Operators are requested not to include every imaginable Service in the first Service Request. If there is any doubt, the Licensed Operator should consult with Batelco first);
  - (b) relevant details of the Licence held by the Requesting Operator;
  - (c) the Requesting Operator's designated contact person;
  - (d) either evidence that the Requesting Operator has an Acceptable Long Term Credit Rating or other information relevant to Batelco's assessment of the Requesting Operator's creditworthiness;
  - (e) a statement that the Requesting Operator will, subject to its charging statement at paragraph (f), as a condition of the supply by Batelco of the requested Services, at Batelco's request, supply equivalent or reciprocal Services to Batelco where the relevant Service Description requires a reciprocal service on the terms and conditions of the Supply Terms; and

- (f) a statement that the Requesting Operator will supply the services in paragraph (e) at rates and other Charges that are no greater than those payable by the Requesting Operator to Batelco for the equivalent Service under the Supply Terms OR if the Requesting Operator seeks terms rates or Charges which are different or would be greater than those payable by the Requesting Operator, an unconditional and irrevocable offer as to the relevant terms rates and Charges which Batelco is capable of accepting as part of the Service Request process. (Batelco's acceptance of this offer can only occur in writing signed on behalf of Batelco by an authorised person.); and
  - (g) Preliminary Information for each requested Service.
- e. By submitting a Service Request, by executing Supply Terms and by entry into a Supply Agreement on the Supply Terms by virtue of an order of the Regulator, the Requesting Operator on each occasion, severally, represents and warrants that:
  - (a) it has power to enter into and observe its obligations under a Supply Agreement;
  - (b) it has in full force and effect the authorisations necessary to enter into a Supply Agreement, observe obligations under it and allow it to be enforced;
  - (c) its obligations under the Supply Agreement are valid and binding and are enforceable against it in accordance with their terms;
  - (d) the information provided in its Service Request is complete, true and correct, and not misleading;
  - (e) the information provided on the Requesting Operator's financial standing constitutes true and fair statements of the financial or other positions of the Requesting Operator as at the date on which they were prepared and has not been affected by any material adverse change in the Requesting Operator's financial or other position between the date on which that information was prepared and the date on which the information was provided; and
  - (f) it is not a trustee of any trust or settlement.

7. The Requesting Operator agrees to indemnify Batelco on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by Batelco, which arises out of or in connection with any breach of any of the representations or warranties given in paragraph 5, subject to Batelco using all reasonable endeavours to mitigate against the effects of any such breach of the representations or warranties..
8. Batelco will commence a review of the creditworthiness of the Requesting Operator promptly on the first Service Request from the Requesting Operator.
9. If the Requesting Operator does not have an Acceptable Long Term Credit Rating at the time of submitting its first Service Request to Batelco, then, subject to and without limiting the provisions of clause 20 of the Supply Terms:
  - (a) Batelco may notify the Requesting Operator in writing that a condition of entry into the Supply Terms of the supply by Batelco of the Services specified in the Requesting Operator's Service Request is that the Requesting Operator first provide to Batelco a specified initial Security; and
  - (b) if the Requesting Operator continues to seek the Services specified, the Requesting Operator must provide that initial Security to Batelco on or before the execution of the Supply Terms.
10. As a statement of general principle only, the amount of any initial Security required under paragraph 8 will be calculated by reference to the same statement of general principle set out at clause 20.9 of the Supply Terms.
11. A Service Request shall be deemed to conform with the requirements of Schedule 2 from the period three (3) weeks from the date of the Service Request, unless Batelco finds in that period that the Service Request is non-conforming because:
  - (a) the Requesting Operator is not a Licensed Operator;
  - (b) the services requested are not Services;
  - (c) the Licensed Operator has not provided adequate information under paragraph 3.
12. If Batelco finds a Service Request to be non-conforming under paragraph 10, it will:

- (a) notify the Requesting Operator in writing within one week after making that determination;
  - (b) provide reasons for rejection to the Requesting Operator with the notice in paragraph 11(a); and
  - (c) not be required to enter into the Supply Terms for the Services specified in the Service Request.
12. If Batelco notifies the Requesting Operator that the Service Request is conforming and, if any rates or Charges have been sought by the Requesting Operator under paragraph 4(f), such rates are agreed in writing by Batelco (**Service Request Acceptance**), then the parties must immediately execute the relevant Supply Terms.