

Date: _____

CONNECTION AGREEMENT

Relating to a connection to the Bahrain Internet Exchange (BIX)

between

and

the Bahrain Internet Exchange

THE UNDERSIGNED PARTIES,

_____ of P.O. Box _____, Manama, Bahrain
established at Kingdom of Bahrain,
duly represented in this matter by _____

_____ hereinafter called: Member,

and

Bahrain Internet Exchange, of P.O. Box 18448, Manama, Bahrain
established at Kingdom of Bahrain,
duly represented in this matter by Mohamed Al-Thawadi,
Executive Director,
hereinafter called: the BIX,

HAVE AGREED AS FOLLOWS:

Note: Bahrain Internet Exchange reserves the right to modify the charter as it sees fit,
according to article 4.

CHARTER

of the

BAHRAIN INTERNET EXCHANGE

pursuant to Section 41 of

LEGISLATIVE DECREE NO. 48 of 2002

promulgating the

TELECOMMUNICATIONS LAW

and

DECREE NO. 47 of 2003

with respect to the

ESTABLISHMENT OF THE BAHRAIN INTERNET EXCHANGE

Section 1. Definitions and Interpretation

1.1 In this Charter, unless the context otherwise requires, words or expressions contained in this Charter shall bear the same meaning as in the Telecommunications Law. In addition, the following terms shall have the meanings set forth below:

“BIX” means the not-for-profit entity known as the Bahrain Internet Exchange established by Article 1 of the Decree.

“BIX License” means the license granted to the BIX pursuant to section 41 of the Telecommunications Law.

“Board” means the board of directors of the BIX as described in Article 3 of the Decree.

“Decree” means decree No. 47 of 2003 establishing the BIX.

“Executive Director” means the Executive Director of the BIX as described in Article 3 of the Decree.

“fees” are the charges levied for services by the Board and approved by the TRA.

“joining procedure” refers to the procedure for joining BIX as determined from time to time by the Board and approved by the TRA.

“connected person” means a person who directly or indirectly, possesses some form of connection to another person, whether through ownership, voting or other interest.

Section 2. Powers

2.1 The powers of the BIX under this Charter and the provisions of the Decree shall be exercised, and the BIX shall be legally represented, by the Board, acting by and through its Executive Director and any other person or persons acting on behalf of the Board pursuant to a resolution of the Board. In furtherance of the provision of the licensed services (as defined in the BIX License), the BIX may do all things and take all actions to fulfill its rights and obligations under the BIX License.

2.2 The BIX shall not engage in politics nor shall it involve itself in speculative activities involving funds.

2.3 The income and property of the BIX whencesoever derived shall be applied solely towards the promotion of the objects of the BIX as set forth in this Charter, and, as a not-for-profit entity in accordance with Section 41(a) of the Telecommunications Law, no portion thereof shall be paid or transferred directly, by way of dividend bonus or otherwise howsoever by way of profit, to the members of the BIX or their affiliates.

2.4 Nothing herein shall prevent the payment in good faith of reasonable and proper remuneration, on an arms-length basis, to any officer or employee of the BIX or to any member of the BIX in return for any services actually rendered to the BIX.

Section 3. Identification of BIX

The name of the BIX, its address and contact details shall appear in all its books, records and publications unless doing so would not be practical. As soon as practicable, the Board shall cause the registration of the necessary intellectual property rights related to the name of the BIX.

Section 4. Deferred Operation of Certain Provisions

4.1 The provisions of Sections 4.4, 4.5, 5, 6 and 7 hereto, referring to members, membership, the General Assembly or General Meeting of BIX, shall not come into force upon the operation of this Charter until and unless the Board issues a resolution to that effect specifying the date on which such provisions shall come into force.

4.2 The Board shall issue its resolution under Section X.1 once it deems it practicable within the meaning of Article 2(3) of the Decree, but in all cases such resolution shall be issued no later than the period referred to in Section 41(h) of the Telecommunications Law (namely 2 years from the date on which the license is issued to BIX).

Section 5. Members

5.1 Members shall join the BIX in accordance with the joining procedure.

5.2 The following persons and none others may be members of the BIX:

(a) Such holders of an internet service provider license as shall have subscribed to the Charter and who also comply with the relevant technical requirements of the BIX from time to time; and

(b) Such other persons or entities as may desire to be admitted to non-voting membership and who:

(i) may be elected by the Board to be members of the BIX; and

(ii) comply with such procedures for membership as are set out by the Board from time to time and approved by the TRA.

5.3 Subject to Section 41(h) of the Telecommunications Law, any member may terminate his membership of the BIX by notice in writing served on the BIX and thereupon he shall be deemed to have terminated his membership and his name shall be removed from the register of members.

5.4 If any member shall fail in the observance of this Charter, the BIX License or any internal resolutions, or for good cause, the Board may convene an extraordinary meeting for the purpose of considering a special resolution for the expulsion of such member and

on such special resolution being passed the name of such member shall be removed from the register of members after giving notice of this fact to the TRA, and he shall thereupon cease to be a member.

5.5 Should a member dispute a special resolution of the Board causing him to cease to be a member, such member may file a grievance with the Internal Disciplinary Appeals Committee. Should the member seek further redress, such member may file a grievance with the Board or seek judicial review of the decision according to Bahraini law.

Section 6. General Assembly

6.1 Subject to the Decree, the general meeting of the BIX as its supreme authority and the resolutions of the general Assembly shall bind the Board and all committees of the BIX and all BIX members. A general Assembly meeting of the BIX shall be held in every calendar year as its annual general meeting at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as the Board shall appoint. The BIX shall hold its first annual general meeting within three months of the date this provision comes into force pursuant to Section X hereto.

6.2 All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

6.3 The Board may, when they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition or, in default, may be convened by the written request of at least 50% of the members of the BIX.

6.4 Fourteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served and of the day for which the notice is given) specifying the place, the day and the hour of meeting, the agenda and in case of special business the general nature or such business, shall be given to the members in the manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the BIX in general meeting; but with the consent of all the members entitled to receive notice thereof or of such proportion thereof in the case of meetings other than annual general meetings, a meeting may be convened by such notice as those members think fit. The accidental omission to give notice to any member, or the non-receipt by any member of such notice, shall not invalidate the proceedings of any general meeting save where the issue relates only to that member.

Section 7. Proceedings At General Assembly Meetings

Subject to Articles 3 and 4 of the Decree, as applicable:

7.1 The business of an annual General Assembly meeting shall be to:

- (a) Receive and consider the accounts and balance sheets and the reports of the Board and auditors;

- (b) Review the annual report of the Board;
- (c) Elect auditors and fix their remuneration;
- (d) Review this Charter and, by special resolution and approval of the TRA amend this Charter; and
- (e) Conduct any other business expressly set forth in this Charter which the Board or at least two members thereof deem fit to include on the agenda.

7.2 No business shall be transacted at any general meeting, unless a quorum of members is present at the time when the meeting proceeds to business. Such quorum shall consist of not less than 50% of the total number of members. If within thirty minutes from the time appointed for the meeting a quorum be not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, where the same procedure shall apply in relation to the first such adjourned meeting, and if at such a second adjourned meeting a quorum shall still not be present within thirty minutes from the time appointed for the meeting, the member or members present shall be deemed to be a quorum

7.3 The chairman (if any) of the Board, or in his absence the vice chairman (if any) shall preside as chairman at every general meeting of the BIX. If there be no such chairman or vice chairman, or if any meeting he be not present within thirty minutes after the time appointed for holding the meeting, the members present shall choose one of the members of the Board present to be chairman, or if no member of the Board be present and willing to take the chair, the members present shall choose one of the General Assembly Members to be chairman.

7.4 The chairman may, with the consent of the General Assembly duly convened adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.

7.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chairman or by at least three members present in person or by proxy, and unless a poll be so demanded a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the BIX, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

7.6 Subject to the provisions of this Charter, if a poll be demanded in the manner aforesaid it shall be taken at such time and place and in such manner as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

7.7 No poll shall be demanded on the election of a chairman of a meeting or on any question of adjournment.

7.8 In the case of any equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.

Section 8. Votes of Members

8.1 Every member shall have one vote, subject to its compliance with the joining requirements from time to time adopted by the BIX at general meetings, and subject to this Section 8. All matters shall be decided by an ordinary resolution requiring a simple majority of 50% of the total number of members present at the meeting plus one vote, unless this Charter expressly requires a special resolution, in which case the votes of at least 75% of the total number of members present at the meeting is required.

8.2 Where, in the reasonable opinion of the Board, two or more members are deemed to be “connected persons”, or controlled by “connected persons” or in any legislation amending or replacing the Charter), those members shall have only one vote, to be exercised by a single one of those members to be determined by the chairman of the Board. Failure of any member to provide such information as the Board may reasonably require shall entitle the Board to withdraw voting rights for that member.

8.3 Save as herein expressly provided, no person other than a member duly registered shall be entitled to be present or to vote on any question, either personally or by proxy or as proxy for another member at any general meeting.

8.4 Any person which is a member of the BIX may by resolution of its governing body authorise such person as it thinks fit to act as its representative at any meeting of the BIX and the person so authorised shall be entitled to exercise the same voting powers on behalf of the company he represents as that company could have exercised if it were a personal member of the BIX. A company represented at a meeting by its authorised representative shall be deemed for all purposes to be present in person. A copy of the resolution appointing its representative which shall be certified as a correct copy by the chairman or another recognised officer of the governing body of a company, shall be conclusive evidence of such appointment.

8.5 Votes may be given on a poll either personally or by proxy.

8.6 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing.

8.7 The instrument appointing a proxy and the power of attorney (if any) under which it is signed or a notarially certified copy thereof shall be deposited at the office or at such

other place within the Kingdom of Bahrain as is specified for the purpose in the notice convening the meeting, at least forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposed to vote, otherwise the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

Section 9. The Board

Subject to the Decree,:

9.1 In accordance with Articles 3 and 4 of the Decree, the management of the BIX shall be the responsibility of the Board and the Executive Director, who may delegate such matters to BIX staff and external consultants and other experts as necessary.

9.2 The members of the Board shall be appointed and shall serve in accordance with Article 3 of the Decree, which shall total a maximum of five members and shall be natural persons.

9.3 The remuneration, if any, of Board members shall be as determined from time to time by the members in general meeting and approved by the TRA.

Section 10. Proceedings of the Board

Subject to Article 5 of the Decree:

10.1 The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. The first business of the Board shall be to apply for the BIX License to the TRA and such application shall be made within one month of the appointment of the initial Board.

10.2 The Board shall cause a true copy of the minutes of all Board meetings to be transmitted to the TRA.

10.3 A member of the Board may, and on the request of a member of the Board the secretary shall, at any time, summon a meeting of the Board by notice served upon the several members of the Board.

10.4 If at any meeting of the Board the chairman or vice chairman is not present within thirty minutes after the time appointed for holding the meeting and willing to preside, the members of the Board shall choose one of their members to be chairman of the meeting.

10.5 A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the BIX for the time being vested in the Board generally.

10.6 The Board may delegate any of its powers to committees consisting of such member or members of the Board as they think fit, and any committee so formed shall in the execution of the powers so delegated conform to any regulations imposed on it by the Board. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board as aforesaid and all acts and proceedings of such committees shall be reported back fully to the Board as soon as possible.

10.7 All acts bona fide done by any meeting of the Board or of any committee of the Board, or by any person acting as a member of the Board shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Board or any committee of the Board.

10.8 Subject to the quorum requirements set forth in Article 5 of the Decree (which provide that a quorum is reached if attended by the majority of its members (i.e. 3 of the maximum 5 Board members)), all or any of the Board may participate in a meeting of the Board by means of conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to all other Board members. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting is present.

10.9 The Board shall cause proper minutes to be made of all appointments of officers made by the Board and of the names of the Board members present at each Board meeting and of the proceedings of all meetings of the BIX General Assembly and of the Board and of committees of the Board, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the new succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

10.10 A resolution in writing signed by all the members for the time being of the Board or of any committee of the Board who are duly entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such committee duly convened and constituted.

Section 11. Appointment of Board Members

Pursuant to Article 3 of the Decree, Board members and the designation of the Chairman and the Vice-Chairman shall be made by a resolution of the Prime Minister.

Section 12. Powers of the Board

Subject to Article 4 of the Decree:

12.1 The management of the business and the control of the BIX shall be vested in the Board, who, in addition to the powers and authorities conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the BIX and are not hereby expressly directed or required to be exercised or done by the BIX General Assembly.

12.2 The members for the time being of the Board may act notwithstanding any vacancy in their body, provided always that if at any time the members of the Board be reduced in number below the minimum prescribed by these presents, it shall be lawful to the fullest extent permitted by applicable law for the members available to act as the Board for the purpose of admitting persons to membership of the BIX, filling up vacancies in their body or of summoning a general meeting but for no other purpose.

12.3 Without prejudice to the general powers conferred by sub-section 1, the Decree and to the other powers and authorities conferred as aforesaid, it is hereby expressly declared that the Board shall be entrusted with the following powers, namely:

- (a) To pay the costs, charges and expenses preliminary and incidental to the formation and establishment of the BIX and matters incidental thereto.
- (b) To purchase or otherwise acquire for the BIX any property, right or privileges which the BIX is authorised to acquire at such price and generally on such terms and conditions as they may think fit.
- (c) To raise or borrow money for the purposes of the BIX from any person, company or other body and may with the approval of the TRA secure the repayment of the same together with any interest and premium thereon, by mortgage or charge upon the whole or any part of the assets and property of the BIX, present and future, and to issue bonds, debentures, or debenture stock, either charged upon the whole or any part of the assets and property of the BIX or not so charged, and in connection therewith to take out and keep on foot sinking fund or redemption policies.
- (d) At its discretion to pay for any property or rights acquired by or services rendered to the BIX either wholly or partially in cash or in bonds, debentures, or other securities of the BIX.
- (e) With the approval aforesaid to secure the fulfillment of any contracts or engagements entered into by the BIX by mortgage or charge of all or any of the property and rights of the BIX or in such manner as they may think fit.

- (f) To appoint and at its discretion, remove or suspend such officers as it may from time to time think fit, and may recommend to the Executive Director to determine their duties and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.
- (g) To institute, conduct, defend, compound or abandon any legal proceedings by or against the BIX or its officers or otherwise concerning the affairs of the BIX and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the BIX.
- (h) To refer any claims or demands by or against the BIX to arbitration and observe and perform the awards.
- (i) To make and give receipts, releases and other discharges for money payable to the BIX and for the claims and demands of the BIX.
- (j) To determine who shall be entitled to sign on the BIX's behalf, bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.
- (k) From time to time to make all such internal resolutions and bye laws for approval by the TRA as they think proper with regard to the affairs and concerns of the BIX, and from time to time to repeal and alter the same or make others in lieu thereof as may seem expedient and approved by the TRA.

12.4 The BIX and/or the BIX Board may request the Prime Minister to remove any Board member.

12.5 If a person fills a vacancy on the Board, the term of office of such a person shall expire in the manner that would have applied to the person he or she replaced.

Section 13. Disqualification of Members of the Board; Conflicts of Interest

13.1 The office of a member of the Board shall be vacated:

- (a) If he becomes bankrupt or insolvent or compounds with his creditors;
- (b) If he becomes incapacitated;
- (c) If he be convicted of an offence the commission of which could bring the BIX into disrepute or of which dishonesty is an element;
- (d) At the end of the applicable term specified by Article 3 of the Decree;
- (e) If he gives to the chairman (or, in the case of the chairman, the vice-chairman) notice in writing to the effect that he resigns his office either with immediate effect or at some future date specified in the notice;

(f) If he is removed under Section 11.5, in which case his membership ceases as soon as the resolution is passed; or

(a) As otherwise provided by applicable law.

13.2 A member of the Board who is in any way, whether directly or indirectly, personally interested in a contract or proposed contract, arrangement, or dealing with the BIX, shall declare the nature of his interest at a meeting of the Board, and subject thereto and subject to the right of the remaining members of the Board to resolve that he/she withdraw and not vote on the particular matter, he/she may be counted in the quorum present at any meeting of the Board during which such contract, arrangement or dealing with the BIX is considered or entered into, and may vote in respect thereof.

Section 14. Secretary and Treasurer

14.1 The secretary and treasurer shall be appointed by the Board on such terms as to length of service, remuneration and generally as the Board may think fit and the Board may remove any secretary or treasurer so appointed.

Section 15. Income of the BIX

Subject to Article 7 of the Decree:

15.1 The income of the BIX shall be applied solely towards the promotion of all or any of the objects of the BIX as set forth in this Charter as the Board may from time to time think fit with power to the Board to create a reserve fund or reserve funds to be applicable for any such purposes, and, if the Board shall think fit, also to apply all or any part of the reserve fund appropriated to any particular purpose to any other one or more of such purposes, and, pending any such application, any reserve fund may at the discretion of the Board be employed in the operations of the BIX.

15.2 Notwithstanding the powers of the Board in this Charter, no payment, remuneration, or other benefit in money or money's worth shall be given by the BIX to any member of the Board unless any of the following applies:

- (a) the payment is repayment of reasonable and proper out of pocket expenses of money lent, or reasonable and proper rent for premises demised or let to the BIX;
- (b) the member was an employee of the BIX at the time of their appointment to the Board, that fact was known to the members of the BIX at the time of appointment, and the payment is one that is being made as a normal part of their employment;
- (c) the Board shall have agreed the payment in advance, in which case they shall notify the members of the BIX within 28 days of the payment being made.

Section 16. Accounts

16.1 The Board shall cause proper books of account to be kept:

- (a) Of the sums of money received and expended by the BIX and the matters in respect of which such receipts and expenditure take place;
- (b) Of all sales and purchases of property and goods by the BIX; and
- (c) Of the assets and liabilities of the BIX.

Section 17. Amendments and Regulation

17.1 This Charter shall only be modified (a) by special resolution of the BIX General Assembly after approval by the TRA of such modification or (b) by determination of the TRA.

17.2 Unless stated otherwise in the amending resolution, the change shall take effect, and where relevant be binding on existing members, from the time of approval by or determination of the TRA, as the case may be .

17.3 Without limiting any other power of the TRA, the BIX is subject to the supervision and regulation of the TRA.

17.4 The TRA may attend all meetings of the General Assembly and the Board, as the case may be, of the BIX as an observer and the secretary of the BIX shall cause notice of all such meetings to be delivered to the TRA in the same manner and at the same time as when such notice is delivered to the members and the Board, as applicable.

Section 18. Audit and Information

18.1 Without derogating from any other audit requirement under applicable law, auditors shall be appointed by the Board and their duties regulated in the manner provided for under international accounting practice as applied in the Kingdom of Bahrain.

18.2 The financial year of the BIX shall run from 1 January to 31 December of every year.

18.3 The Board shall keep at the headquarters of the BIX the following records and books:

- (a) Register of members.
- (b) Minutes of meetings of the Board, duly signed.
- (c) Minutes of General Assembly meetings, duly signed.
- (d) A record of revenues and expenditure.
- (e) Bank records.

- (f) Membership fee register.
- (g) Asset register.
- (h) Other information required by applicable law, the proper pursuit of the business of the BIX or as determined by the Board.

Section 19. Notices and Waiver of Time Periods

19.1 No member shall be entitled to have a postal notice served on him at any address not within the Kingdom of Bahrain, and any member whose registered address is not within the Kingdom of Bahrain may by notice in writing require the BIX to register an address within the Kingdom of Bahrain which, for the purpose of the service of notices, shall be deemed to be his registered address. Any member not having a registered address within the Kingdom of Bahrain, and not having given notice as aforesaid, shall be deemed to have received in due course any notice which shall have been displayed in the office of BIX and shall remain there for the space of forty eight hours, and such notice shall be deemed to have been received by such member at the expiration of twenty four hours from the time when it shall have been so first displayed.

19.2 Any notice, proxy, consent or other communication or any other document to be served by or on behalf of the BIX upon any members or by any member upon the BIX or other member may be served either personally or by sending it through the post to the registered address of the BIX or the member or by electronic mail.

19.3 Any document if served by post shall be deemed to have been served at the expiration of forty eight hours after the same shall have been posted and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put into the post office or into any post box subject to the control of the Postmaster General or other relevant authority.

19.4 Any document if served by electronic mail shall be deemed properly served if transmitted in legible form:

- (a) in the case of service on the BIX by electronic mail to its electronic mail address; or
- (b) in the case of service on any member by electronic mail to the registered electronic mail address of that member and the BIX shall keep a register of members for such purpose. Where any member has submitted an electronic mail address to the BIX for the purposes of such registration, the BIX shall be entitled to continue to use that address for such purposes until notified in writing to the contrary by the member concerned.

19.5 Any notice, proxy, consent or other communication or any other document transmitted by electronic mail in accordance with sub-section 2 shall be deemed to have been duly served immediately upon receipt by the sender of an electronic acknowledgment of delivery.

19.6 Any requirement by this Charter or otherwise for any notice, proxy, consent or other communication or any other document to be “written” or “in writing” shall be deemed to be satisfied where such notice, proxy, consent or other communication or other document is transmitted in writing by electronic means. In particular, (but without prejudice to the foregoing) the BIX’s obligation to send to members and others a copy of the BIX’s annual accounts, directors’ report and auditors’ report be deemed to be satisfied by the transmission of a copy of such documents by electronic mail to the registered electronic mail addresses of the members concerned.

All notice periods specified in this Charter for any meeting may be waived if at least 90% of all the members or the Board, as applicable, consent to such waiver in writing.

Section 20. Members Bound

20.1 All members of the BIX are bound by this Charter.

Section 21. Technical Prerequisites to apply to become a BIX member

21.1 The prerequisites to becoming a BIX member are:

(a) Candidates for membership shall have an ASN (Autonomous System Number) and use a standard mechanism such as BGP4(+) for peerings.

(c) The Autonomous System which the candidate is presenting to BIX should be visible from the BIX transit router.

21.2 These prerequisites, together with the technical requirements referenced in Appendix 1 of this Charter, form the basis of ongoing requirements for BIX members.

Section 22. Responsibilities and services to be provided by BIX

22.1 The BIX shall only monitor any port/connection where:

(a) This information is required by applicable law;

(b) The information gathered is generic in nature and is harvested solely for statistical or network management purposes only; or

(c) The Board reasonably believe a violation of this Charter has occurred.

22.2 The BIX shall not undertake new projects or offer new services, outside of the BIX’s core business of peering facilitation, which would be competitive to those of its members and for the period referred to in Section 41(h) of the Telecommunications Law (namely 2 years from the date on which the license is issued to BIX), no member shall compete with the BIX.

Section 23. Member Responsibilities

23.1 Members are expected to contribute in good faith towards the operation of the BIX.

23.2 Each member is responsible for his own connection to the BIX and his own router at the BIX.

23.3 Members shall ensure that all contact information which is held by the BIX in connection with their membership is correct and kept up-to-date, specifically:

(a) Members shall provide operational contact details for the use of BIX staff and other members, which details shall include at least one person who is available for such contact 24 hours a day, seven days of the week. The personnel available by this means shall understand the requirements of this Charter. Failure to provide this information may be regarded as non-compliance with this Charter;

(b) Members shall provide an email address for which requests for peering should be sent.

23.4 Members shall acknowledge receipt of a peering request made to the email address specified above, by any BIX member within 2 working days of the request. An auto-responder is considered acceptable. Failure to do so may be regarded as non-compliance with this Charter.

23.5 Members shall not refer their customers or any agent of their customers directly to BIX support staff unless specifically sanctioned by a member of BIX staff by email.

23.6 Members shall ensure that at least one member of their staff is subscribed to the mailing list of the BIX which is intended to carry announcements of an urgent operational nature. The BIX and all other members are entitled to assume, and to act, as if each member reads and appropriately deals with such messages as sent to this list. The BIX may, for the protection of its own infrastructure, take such reasonable and proportionate action as is necessary if this is not the case.

23.7 Members shall have at least one BIX port, with at least one on each BIX LAN.

Section 24. Membership Status

24.1 An application may only proceed after the joining procedure has been followed and an application in the required form has been approved by the BIX. At this point the applicant will be granted temporary membership status on the basis that:

(a) Funds for the fees are immediately paid; and

(b) The new member complies with the technical requirements of the BIX within three months of being granted temporary membership status. In the event that the new member does not comply with this requirement, temporary membership status may be withdrawn and it shall be necessary for the new

member to re-apply for the BIX membership. In this event any fees paid to date shall be deemed to be non-refundable and any subsequent membership application shall incur additional fees as per this Charter.

24.2 A connection to the BIX may only proceed after:

- (a) The BIX has received a copy of this Charter signed by an authorised representative of the new member;
- (b) The BIX has received a connection form from the new member, duly completed and giving all information required therein; and
- (c) All technical requirements have been met by the new member.

24.3 A member shall only be deemed to have full membership status including voting rights once they met all the requirements listed in sub-sections 1 and 2 above and achieved operational peering with BIX route collector and at least one of the existing BIX members. This shall be confirmed to the Executive Director via email to the address determined by the Executive Director from time to time by including a copy of the output from the member router summarising the BGP4(+) peerings at the BIX.

24.4 23.4 Any person whose membership application is rejected by the BIX Board may file a grievance with the Internal Disciplinary Appeals Committee. Should the person seek further redress, such person may file a grievance with the Board or seek judicial review of the decision according to Bahraini law.

Section 25. Technical Requirements

Members shall ensure that their usage of the BIX is not detrimental to the BIX network or to the usage of the BIX by other members and shall adhere to the technical requirements of the BIX as detailed in Appendix 1 to this document at all times.

Section 26. Non-compliance

26.1 Failure of a member to comply with the technical requirements or any other requirements of this Charter may result in sanction being taken against a member. Such sanction shall be at the sole discretion of the Board and may, depending on the severity of the incident, take the form of any or all of the following:

- (a) Immediate disconnection from the services pending resolution of the non-compliance by the member;
- (b) Termination of membership which, for the avoidance of doubt shall mean:
 - (i) Permanent removal and disconnection from the services;
 - (ii) Removal of any right to vote including all other rights granted to a member under the terms of this Charter, and

(iii) No right to a refund for any fees paid to the BIX.

(c) Notification to the BIX membership of member non-compliance and subsequent action taken by the BIX Board.

26.2 A member may appeal to the TRA against the decision of the Board in respect of termination of their membership.

26.3 Any member whose membership to the BIX has been terminated may reapply for BIX membership, however any such application shall be in accordance with this Charter.

Section 27. Communication

The primary means of communication with BIX staff and other members shall be via email.

Section 28. Fees

28.1 Members must pay fees in advance.

28.2 Fees (consisting solely of port fees) will be due quarterly on the 1st January, 1st April, 1st July, and 1st October of each year, for the quarter starting on that date. The port fees invoiced will be based on the best estimate available when the invoice is prepared, with a correction (credit or debit) for any difference in the actual port fees previously charged. Payment shall be made within 30 days of the due date.

28.3 Where a direct debit payment fails because of the actions or omissions of the member, the BIX may charge an additional levy to cover its additional costs. Where the same member's payment so fails more than once, the BIX may withdraw the direct debit facility from that member.

28.4 When a new member joins such member shall immediately pay the non-refundable joining fee and membership fee. The membership fee will be pro-rata from the month in which the member joins to the end of that billing quarter.

28.5 The fees for any new service will be payable in accordance with either subsection 2 or sub-section 3 above, as applicable.

28.6 Notwithstanding the above, all fees from a member shall be due immediately if any of the following happens:

(a) if an individual, upon death, or if he or she becomes bankrupt, petitions for bankruptcy, or makes any arrangement with his or her creditors generally, or becomes of unsound mind, or is convicted of any indictable offence concerning fraud or financial irregularity, or of any indictable offence for which he or she is sentenced to a term of imprisonment (excluding suspended sentences unless later put into effect);

- (b) if an organization, goes into liquidation or administration, makes any arrangement with its creditors generally, or if it petitions to be wound up; or
- (c) if at any time in the preceding 12 months part or all of the member's service was suspended or cut off because of failure to pay or delay in paying.

28.7 Members canceling either their membership of the BIX or any services supplied by the BIX shall give at least 30 days notice of such cancellation via email to the Executive Director. Fees shall be applied until the end of the calendar month in which the membership or service terminates, and a final invoice shall make any necessary corrections for payments in advance or arrears.

28.8 Membership of the BIX and services supplied by the BIX shall be deemed to be ordered on an ongoing basis unless formal cancellation has been received by the BIX from the connected member wishing to terminate membership and/or services.

Section 29. Publicity

29.1 Members shall not publish any press release mentioning the BIX unless the text of that press release has previously been cleared for publication by or on behalf of the Board in writing.

29.2 The BIX shall not publish any press releases mentioning a member's name unless the text of such a press release has been cleared in writing by that member.

29.3 The Board shall normally issue a joint press release with new members upon their joining, subject to approval of both parties.

29.4 Members shall adhere to the BIX corporate identity guidelines published by the Board from time to time for use of the BIX name and trademarks.

Section 30. Confidentiality

Members have a duty of confidentiality to BIX and to the other BIX members in BIX affairs. As such, all and any information, not already in the public domain, passed between the BIX and/or its members shall at all times be kept confidential, shall only be used for the intended legal reason it was provided, and shall not be passed or revealed to any third party outside of BIX membership, without the prior written consent of the party to which it relates. In particular, any such sharing of information shall not be used for anti-competitive purposes in breach of section 65 of the Telecommunications Law.

Section 31. Insurance and Liability

31.1 In the event of any claims made by a BIX member against the BIX, the maximum amount payable for whatever reason shall be limited to a maximum of the fees paid by the member to the BIX for the BIX financial year in which the incident occurred.

31.2 Members shall not hold the BIX liable for any loss whatsoever resulting from the illegal use or use not conforming to the terms of this Charter by another member.

31.3 Any remedy that the BIX shall have against a member for breach of provision of this Charter shall be limited to:

- (a) Liability for actual damages in any twelve month period (the first twelve month period starting from the date of acquiring the BIX membership) is an amount equal to 100% of the fees billed to that member by the BIX in that twelve month period.
- (b) A member shall not be liable for special, indirect or consequential loss, loss of profits, business, revenue, goodwill, or anticipated savings.

31.4 Members shall arrange suitable insurance to cover their equipment while it is within BIX racks. This should cover damage to the equipment howsoever caused (including damage by the BIX or third party staff or equipment) and third party liability in the event of the member's equipment causing damage to the BIX or third party staff or equipment.

At _____

at Bahrain Internet Exchange

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Signed by: _____

Function: _____

Date: _____

Bahrain Internet Exchange

Signed by: Mr. Mohamed Al-Thawadi

Function: Executive Director

Date: