

**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS GRANTED BY
THE INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY
TO NETLINK NBN MANAGEMENT PTE LTD
(IN ITS CAPACITY AS TRUSTEE-MANAGER OF NETLINK NBN TRUST)
AND NETLINK MANAGEMENT PTE LTD
(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT (CHAPTER 323)**

ISSUED ON 22 SEPTEMBER 2011

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(CHAPTER 323)**

PART I: THE LICENCE

- (A) On 1 April 2009, the then Info-communications Development Authority of Singapore (now known as the Info-Communications Media Development Authority and hereinafter referred to as “the Authority”), in exercise of its powers under Section 5 of the Telecommunications Act (Cap. 323) (hereinafter referred to as “the Act”) granted OpenNet Pte Ltd, (designated by the Authority on 1 April 2009 as a Public Telecommunication Licensee under Section 6 of the Act and hereinafter referred to as “OpenNet”) a licence to establish, install and maintain an island-wide passive network and provide telecommunication services over the said network.
- (B) On 22 September 2011, the Authority, in exercise of its powers under Section 5 of the Act granted CityNet Infrastructure Management Pte Ltd, in its capacity as the trustee-manager of the NetLink Trust, (designated by the Authority on 22 September 2011 as a Public Telecommunication Licensee under Section 6 of the Act and hereinafter referred to as “CityNet” for short) a licence (the “Licence”) to establish, install and maintain the system of ducts, manholes and central offices that are transferred or leased to CityNet (as the case may be), acting in its capacity as the trustee-manager of the NetLink Trust and to operate and provide telecommunication services over the said telecommunication system.

- (C) On 22 August 2013, OpenNet and CityNet, amongst others, submitted a joint application to the Authority for the acquisition by CityNet of 100% of the issued and paid-up share capital in OpenNet.
- (D) On 21 November 2013, the Authority granted its approval to the proposed acquisition, subject to the terms therein. Upon completion of the acquisition, the assets and business of OpenNet will be transferred to and integrated into the NetLink Trust.
- (E) On 24 July 2014, CityNet submitted its request to amend the Licence to enable it to install, operate and maintain the systems and provide the services previously undertaken by OpenNet on top of CityNet's existing suite of systems and services. OpenNet also requested to terminate its licence upon the Licence being modified in the manner described above.
- (F) On 1 October 2014, the Authority, in exercise of its powers under Section 7 of the Act, duly directed CityNet of the modifications to be made to the terms and conditions of the Licence. On top of CityNet's existing suite of systems and services, these modifications are primarily intended to reflect CityNet taking over and being responsible for the systems and services previously undertaken by OpenNet, including any changes and/or updates to the description of the systems and services under OpenNet's licence, and all associated matters and obligations.
- (G) On 14 March 2017, CityNet and NetLink Management Pte Ltd submitted a joint request to the Authority for the transfer to NetLink Management Pte Ltd, in its capacity as trustee-manager of NetLink Trust, of the assets held by CityNet as the trustee-manager of NetLink Trust, and to replace CityNet as the trustee-manager of NetLink Trust to operate and provide the telecommunication services over the said telecommunication system under the Licence (the "Replacement"). CityNet had sought the Authority's approval for the transfer of the Licence to NetLink Management Pte Ltd upon completion of the Replacement.
- (H) On 10 April 2017, the Authority granted its approval to the Replacement, subject to the terms therein. The Authority also granted its approval of the transfer of the Licence from CityNet to the Licensee (including the designation by the Authority of the Licensee as a Public Telecommunication Licensee under Section 6 of the Act) with effect

from 13 April 2017 (“Licence Transfer Date”), subject to any modifications to the Licence as may be deemed necessary by the Authority herein. For the avoidance of doubt, all terms and conditions set out herein and in the Schedules annexed hereto, shall be collectively referred to and taken by all parties concerned as the Licence.

- (I) On 28 June 2017, NetLink NBN Management Pte Ltd and NetLink Management Pte Ltd submitted a joint application to the Authority for the acquisition by NetLink NBN Management Pte Ltd, acting in its capacity as trustee-manager of NetLink NBN Trust of all the unitholdings in NetLink Trust from Singapore Telecommunications Limited.
- (J) On the same day, NetLink NBN Management Pte Ltd and NetLink Management Pte Ltd submitted an application jointly for NetLink NBN Management Pte Ltd and NetLink Management Pte Ltd to jointly and severally operate and provide the telecommunication services over the said telecommunication system under the Licence.
- (K) On 14 July 2017, the Authority granted its approval to the proposed acquisition of all the unitholdings in the NetLink Trust by NetLink NBN Management Pte Ltd, subject to the terms therein.
- (L) On 19 July 2017 (“Joint Licensing Date”), the Authority, in exercise of its powers under Section 7 of the Act, and in reliance on all representations and warranties and information provided by NetLink NBN Management Pte Ltd (in its capacity as trustee-manager of NetLink NBN Trust) and NetLink Management Pte Ltd (in its capacity as trustee of NetLink Trust) in relation thereto, duly directed NetLink Management Pte Ltd (in its capacity as trustee of NetLink Trust) of the modifications to be made to the terms and conditions of the Licence. These modifications are primarily intended to reflect that NetLink NBN Management Pte Ltd (in its capacity as trustee-manager of NetLink NBN Trust) and NetLink Management Pte Ltd (in its capacity as trustee of NetLink Trust) are jointly and severally responsible for the systems and services in relation to the Licence, and all associated matters and obligations therein. Accordingly, both NetLink NBN Management Pte Ltd and NetLink Management Pte Ltd (as joint-holders of the Licence) have also been designated by the Authority as a Public

Telecommunication Licensee under Section 6 of the Act. The said modifications came into effect on this Joint Licensing Date, and as from such date, all references to the “Licensee” herein shall be to NetLink NBN Management Pte Ltd, in its capacity as trustee-manager of NetLink NBN Trust, and NetLink Management Pte Ltd, in its capacity as trustee of NetLink Trust, on a joint and several basis, unless otherwise specified in this Licence.

- (M) On 22 November 2018 and 21 January 2019, the Authority, in exercise of its powers under Section 7 of the Act, modified the terms and conditions of the Licence, which took effect on 21 January 2019.
- (N) For the avoidance of doubt, all terms and conditions herein and in the Schedules annexed hereto, shall be collectively referred to and taken by all parties concerned as the Licence.

1. Period of Licence

1.1 The Licence shall come into force on the date hereof and shall be valid until 31 March 2034, unless suspended or cancelled by the Authority in accordance with Condition 40 or terminated by the Licensee in accordance with Condition 41 of this Licence.

1.2 The Licence may be further renewed for such period as the Authority thinks fit and subject to such terms and conditions as may be specified by the Authority under Section 5 of the Act.

1A. Continuing Obligations

1A.1 Notwithstanding the transfer of the Licence from CityNet to NetLink Management Pte Ltd, and now held by the Licensee, the Licensee shall continue to be responsible, and liable to the Authority, for any obligations and responsibilities to be discharged by CityNet or NetLink Management Pte Ltd (including without limitation any contravention of the Licence by CityNet or NetLink Management Pte Ltd, and/or any failure by CityNet or NetLink Management Pte Ltd to comply with its regulatory obligations arising therefrom) on or before the Licence Transfer Date and/or Joint Licensing Date.

1B. Joint and Several Obligations

1B.1 Unless expressly provided otherwise, any obligations which are to be observed and performed by the Licensee shall, at any time at which the Licensee is more than one person, be joint and several obligations.

1B.2 Where the Licensee is more than one person, the Authority may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one such person, without affecting the liability of the other person who constitutes, or persons who together constitute, the Licensee.

2. Payment of Licence Fee

2.1 The Licensee shall pay to the Authority an annual fee which is based on the audited annual gross turnover (“AGTO”) for the provision of the services during NetLink NBN Trust’s financial year, which would

include the audited AGTO for the provision of services during NetLink Trust's financial year. The annual fee payable shall be the total of –

- (a) a minimum sum of \$200,000;
- (b) 0.8% of such amount of the audited AGTO that is more than \$50 million up to \$100 million, for the provision of the services during NetLink NBN Trust's financial year; and
- (c) 1% of such amount of the audited AGTO that is more than \$100 million, for the provision of the services during NetLink NBN Trust's financial year.

The Authority requires that the Licensee submits additional AGTO for the computation of the annual fee payable by the Licensee if the audited AGTO for the provision of the services during NetLink NBN Trust's financial year does not include the audited AGTO for the provision of services during NetLink Trust's financial year.

- 2.2 The licence fees payable under Condition 2.1 shall be forfeited if the Licence is terminated or cancelled at any time during the term of the Licence.
- 2.3 For the first year of operation, the minimum annual licence fee of \$200,000 shall be payable by CityNet within two (2) weeks of the grant of the Licence and shall be adjusted at the end of the CityNet's financial year based on the CityNet's audited accounts submitted to the Authority.
- 2.4 For the subsequent years, the annual licence fee based on the last available audited accounts of NetLink NBN Trust shall be paid in advance on the first day of NetLink NBN Trust's financial year, subject to the minimum fee of \$200,000 and subject to adjustment when more recent audited accounts of NetLink NBN Trust are available.
- 2.5 In the event of a default by the Licensee in the payment of any fee when due under the Licence, the Licensee shall pay to the Authority interest on the amount from time to time outstanding in respect of the overdue sum for the period beginning on (and including) its due date and ending on (and excluding) the date of its receipt in full by the Authority, which

interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a three hundred and sixty-five (365) day year. The applicable rate of interest shall be the average of the prevailing prime lending rates of the banks and finance companies quoted and published by the Monetary Authority of Singapore. For the avoidance of doubt, the Licensee shall continue to be subject to its obligations under the Licence and shall not be released from such obligations by reason of any late payment of licence fee.

2.6 The Licensee shall submit to the Authority an audited AGTO statement, not later than six (6) months after the end of each financial year.

2.7 In the event that the Licensee fails to submit its audited AGTO statement within the timeframe stipulated in Condition 2.6, the Licensee shall be under a continuing obligation to submit the same immediately notwithstanding any penalties imposed by the Authority for breach of Condition 2.6 or this Condition 2.7.

3. Licence is not Transferable

3.1 The Licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under this Licence to any person or persons except with the prior approval of the Authority.

3.2 Any such approval shall be given subject to terms and conditions, which the Authority at its discretion may impose.

4. Description of Systems and Services

4.1 The Licensee shall maintain and operate the systems as described in Schedule A (hereinafter referred to as the "Systems"), for the provision of the services as described in Schedule B (hereinafter referred to as the "Services"), subject to the specific terms and conditions set out in Schedule C. The Licensee shall not operate or provide any system or service not described in Schedules A and B except with the prior written approval of the Authority.

4.2 Where the Licensee wishes to introduce a new system and/or service or makes changes to any system and/or service, the Licensee shall provide

the Authority such technical and/or non-technical information as may be required by the Authority within such period as may be specified by the Authority.

5. Licence Application Proposals

- 5.1 Without prejudice to any of the Licensee's obligations under this Licence, the Licensee shall abide by the proposals of OpenNet, CityNet and NetLink Management Pte Ltd as well as their proposals on network rollout, range of services, quality of service standards, pricing and service provisioning schemes and any other commitments as submitted to the Authority in the respective licence applications.

PART II: BASIC OBLIGATIONS OF PUBLIC TELECOMMUNICATION LICENSEE

6. Basic Obligation to Support Public Telecommunication Licensees

6.1 The Licensee shall establish, install, maintain and operate the Systems and shall:

- (a) where the Licensee has available ducts and associated manholes, provide access to and use of such ducts and manholes; and
- (b) where the Licensee has no available ducts and associated manholes, procure or deploy such ducts and manholes and provide access to and use thereof,

to any Public Telecommunication Licensee designated by the Authority under Section 6 of the Act that requests the Licensee for such ducts and associated manholes (as the case may be).

7. Universal Service Obligation

7.1 The Licensee shall establish, install, maintain and operate the Systems and shall provide, through or with the use of the Systems, the Mandated Services to any Qualifying Person in Singapore who requests the provision of such services to any of the following locations in mainland Singapore and connected Singapore islands:

- (a) all Physical Addresses; and
- (b) all other locations as may be reasonably requested

on and from 1 January 2013.

7.2 In this Condition, “Mandated Services”, “Physical Addresses” and “Qualifying Person” shall have the meaning set out in Schedule C.

8. Provision of International Services

8.1 The Licensee shall take all reasonable steps to provide to any person to whom it provides telecommunication services, full connection by means of the Systems to international telecommunication services, unless the

Authority is satisfied that for any of the reasons set out in Condition 43, it would be unreasonable for the Licensee to do so.

9. Public Emergency Call Services

9.1 The Licensee shall ensure that:

- (a) any person through customer premises equipment; and
- (b) any person through its public payphones,

may at any time and without charge, contact the relevant police service (namely 999 or its substitute number), the fire and ambulance services (namely 995 or its substitute number) and any other national emergency services which the Minister may from time to time designate, for the purpose of notifying them of any emergency.

10. Public Maritime Emergency Services

10.1 The Authority reserves the right to require the Licensee to ensure that it is possible for any person to contact at any time and without charge, distress, urgency and safety services for shipping for the purpose of notifying them of an emergency and shall, subject to fair and proper payment by the relevant Government ministry, department, statutory board or official agency, provide the necessary facilities for distress, urgency and safety services in accordance with the Radio Regulations of the International Telecommunications Union.

11. Co-operation with Civil/Public Bodies

11.1 The Licensee shall co-operate with the relevant Government ministries, departments, statutory boards or official agencies in all possible ways to support national security, and public safety and security.

PART III: TECHNICAL OBLIGATIONS

12. Use of Telecommunication Equipment in the Systems

12.1 Prior to the operation of the Systems, the Licensee shall in accordance with Section 9 of the Act, submit for the Authority's approval all telecommunication infrastructure, technology and any telecommunication equipment which is part of the Systems or which is to be connected to the Systems.

12.2 The Licensee shall seek the Authority's prior approval from time to time for any other telecommunication equipment to be used in the operation of the Systems for which the approval has not been granted under Section 9 of the Act, whether such other equipment is in addition to or intended to replace the existing equipment or part thereof.

13. Operation of Radio-communication Stations

13.1 The Licensee shall apply for all necessary licences under the Telecommunications (Radio-communication) Regulations for the operation of any radio-communication stations comprised in the Systems and shall abide by any conditions imposed thereunder, including the payment of station licence fees and frequency fees for the allocation and management of frequencies by the Authority.

13.2 Any change to the location, equipment, frequencies, emissions, power, polarisation, aerial characteristics and other technical parameters of any radio-communication station comprised in the Systems shall be submitted in writing for the Authority's prior approval.

13.3 The Licensee shall comply, at its own cost, with any requirements and guidelines established by the Authority and the relevant authorities on the height of the antenna of any radio-communication station comprised in the Systems.

14. Use of Radio Frequencies

14.1 The Licensee shall, in its application to the Authority, justify the use of radio frequencies and shall, subject to payment of the required frequency fees, be provided with the necessary frequencies to enable the effective

and efficient operation of the Systems and the provision of the Services by the Licensee.

- 14.2 The Licensee shall take all necessary steps to ensure that the use of its Systems is safe and does not cause interference to other existing radio-communication networks operating in the same band or in other bands. The Licensee shall also take appropriate measures to ensure that its Systems are adequately protected from interference that may be caused by networks operating in the same band or in other bands.

15. Assignment of Numbers

- 15.1 The Licensee shall comply with the Authority's National Numbering Plan and the Authority's framework and guidelines on the usage, allocation and assignment of numbers. The Licensee shall, in its submission to the Authority, justify the use of numbers and shall, subject to payment of the required fees for Golden Numbers, be provided with the necessary numbers to enable the effective and efficient operation of the Systems and provision of Services. The Licensee shall take all necessary steps to ensure that the numbers assigned are efficiently utilised.
- 15.2 Any number(s) assigned to the Licensee is the property of the Authority and the Licensee shall have no proprietary right to any of the number(s) assigned. The Licensee shall take all necessary steps to ensure that the number(s) assigned is efficiently utilised.
- 15.3 The Authority reserves the right to alter and/or reallocate any number(s) given to the Licensee at any time, upon written notice, without being liable for any loss or inconvenience directly or indirectly attributable to the alteration or reallocation of such number(s).

PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS

16. Requirement to Provide Access

- 16.1 The Licensee shall provide to any person licensed by the Authority to provide facilities-based operations, means of access to the Systems.
- 16.2 The Licensee may, with the prior approval of the Authority, impose an access charge upon any person licensed by the Authority to provide telecommunication services in Singapore through or with the use of the Systems.
- 16.3 The Licensee shall comply with the Authority's interconnection & access framework, arrangements and requirements, including codes of practice, directions and notifications which the Authority may issue from time to time.

17. Connection to Other Systems

- 17.1 The Licensee shall connect to the Systems on request and at appropriate connection points, which it shall provide for this purpose:
- (a) any equipment approved or exempted from approval by the Authority for connection to the Systems; and
 - (b) any public or private telecommunication systems approved or licensed by the Authority which systems also meet any other requirements, which the Authority may impose from time to time.
- 17.2 Notwithstanding Condition 17.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or system that:
- (a) has not been approved, licensed or exempted from approval or licensing by the Authority; or
 - (b) no longer meets the requirements for approval or licensing by the Authority, in respect of which the Authority has issued a notice to that effect to the person who has under his control such equipment or system.
- 17.3 The terms and conditions for the connection of equipment or systems to the Systems of the Licensee shall be determined by agreement between

the Licensee and the owner or operator of the equipment or system except in so far as the conditions are prescribed in the Act or in this Licence. In the event that the parties cannot reach an agreement, the matter shall be determined by the Authority whose decision shall be final.

18. Arrangements for Connection to Systems

- 18.1 The Licensee shall not impose technical or other conditions or employ any arrangements for the connection of equipment or systems to the Systems other than those set by the Authority. In particular, the Licensee shall not, except where the Authority is satisfied that it is reasonable, exercise any Intellectual Property Rights which it owns or is licensed to use in a manner which prevents or inhibits the connection of approved equipment or systems to the Systems.
- 18.2 In this Condition, “Intellectual Property Rights” means, without prejudice to its generality, the rights to patents, trademarks, designs, know-how and copyright.
- 18.3 The Licensee is required to comply with the following technical requirements and safeguards:
- (a) The Licensee shall not manipulate the Calling Line Identity of the original calling party and the original calling party Calling Line Identity shall be passed on in the conveyance of a call accordingly.
 - (b) The Licensee shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party.
 - (c) The A-bit of the Forward Call Indicator of the Initial Access Message on the ITU-T Signalling System Number 7 ISDN User Part signalling should be set to the value “1” to identify an international incoming call for systems inter-working. Where the Licensee operates a system which does not support ITU-T Signalling System Number 7 signalling, then the Licensee shall route such international incoming calls on specified circuits.

19. Changes to Systems

- 19.1 The Licensee shall give notice in writing to the Authority and shall notify all parties affected of any changes it intends to implement in the specification or performance of the Systems which would require changes to any equipment or systems connected to the Systems or which would have the effect of making such connections inoperable. The period of notice given shall be appropriate to the likely impact on the parties affected and on connected equipment or systems and shall be decided in consultation with the Authority.
- 19.2 Where the Authority considers that a change in the Systems referred to in Condition 19.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes in its own systems in order to connect its systems to the Systems, and notifies the Licensee thereof, the Licensee shall obtain the prior approval of the Authority before implementing such a change.

20. Infrastructure Sharing and Deployment

- 20.1 The Licensee shall comply with the Authority's framework for facilities sharing and deployment, including all relevant codes of practice, directions and notifications which the Authority may issue from time to time.
- 20.2 Where the Authority considers it necessary for the Licensee to share infrastructure with other licensees in designated areas in the national and/or public interest or otherwise, the Authority shall inform the licensees accordingly so that licensees can make the necessary arrangements before submitting their infrastructure sharing plans to the Authority for approval. The Licensee shall share infrastructure whenever and wherever mandated by the Authority in accordance with the framework for facilities sharing and deployment, including codes of practice.

21. Requirement for Underground Telecommunication Systems

- 21.1 The Licensee shall comply with any requirements by the Authority and the relevant authorities on its underground telecommunication systems

in Singapore, including the provision of information on such systems in the format specified by the authorities.

PART V: SERVICE OBLIGATIONS

22. Price Control/Tariffing Arrangements/Quality of Service Standards

22.1 The Authority reserves the right to establish price control arrangements and Quality of Service Standards for the Services provided by the Licensee with which the Licensee shall comply.

22.2 The Authority reserves the right to require the Licensee to maintain separate financial data and accounts for the Services and shall submit on request these data and accounts to the Authority for inspection.

22.3 The Authority reserves the right to require the Licensee to file its schemes of service, including non-price terms and conditions for the provisioning of the Services and price schemes with the Authority before commercial launch or announcement of such Services.

23. Publication of Charges, Terms and Conditions and Other Information

23.1 The Licensee shall publish information about the Services it provides, covering inter alia, descriptions and pricing of the services available, the terms and conditions thereof, and the provision of fault repair and any other commercial and technical services and such other information as the Authority may require the Licensee to publish in relation to the Services.

24. Confidentiality of Subscriber Information

24.1 The Licensee shall ensure the confidentiality of subscriber information, especially for ex-directory numbers, and comply with any codes of practice or guidelines issued by the Authority in relation to the use of subscriber information.

24.2 Notwithstanding Condition 24.1, the Licensee shall disclose subscriber information where deemed necessary by the Authority or any relevant law enforcement or security agencies in the exercise of their functions and duties.

PART VI: OTHER OBLIGATIONS

25. Codes of Practice and Advisory Guidelines

25.1 The Licensee shall comply with the codes of practice issued by the Authority as well as any additional or supplemental guidelines, which the Authority may issue from time to time.

26. Number Portability

26.1 The Licensee shall implement number portability from commencement of service subject to the Authority's number portability requirements and charging principles.

26.2 The Licensee shall comply, at its own cost, with any requirements and guidelines established by the Authority on number portability to be implemented by the Licensee.

27. Accounting Separation

27.1 The Licensee shall comply with the practices, principles and requirements set out in the Accounting Separation Guidelines established by the Authority, and any additional or supplemental guidelines issued by the Authority from time to time.

28. Restriction on Undue Preference and Undue Discrimination

28.1 The Licensee shall not show undue preference towards, or exercise undue discrimination against any person or class of persons in, inter alia, the price and performance characteristics of the Services provided or the terms and conditions under which the Services are provided. In particular, the Licensee shall not give any undue preference to, or receive an unfair advantage from, a business carried on by it or an associated or affiliated company, service or person, if the Authority is of the opinion that the Licensee's competitor could be placed at a significant competitive disadvantage or that competition would be prevented or substantially restricted.

29. Restriction Against Anti-Competitive Arrangements

29.1 The Licensee shall not enter into any agreement or arrangement, whether legally enforceable or not, which shall in any way prevent or restrict competition in relation to the operation of the Systems or provision of Services by the Licensee or any other telecommunication system and/or services licensed by the Authority.

30. Restriction on Exclusive Arrangement for International Services

30.1 The Licensee shall not enter into any agreement or arrangement with a person running an Authorised Overseas System on terms or conditions which unfairly preclude or restrict, to the detriment of the national and/or public interest, the provision of any international telecommunication services by any person licensed by the Authority to provide those services.

30.2 In this Condition, “Authorised Overseas System” means a system, which is recognised by the Government of any competent authority of a foreign country as authorised to provide telecommunication services by or through that system.

30.3 The Licensee shall comply with the Authority’s requirements on the international settlement regime and seek the Authority’s endorsement and/or approval to the arrangements reached with other licensees, before implementation.

31. Contracts with Third Parties to Operate or Provide Licensed Systems or Services

31.1 Where the Licensee intends to enter into any joint venture, association, contract or arrangement with a third party, the effect or purported effect of which would be to permit a person who is not originally a party to this Licence to share in the benefits of, or otherwise gain any rights or privileges under this Licence, or which would otherwise result in a breach or circumvention of Condition 3.1, the Licensee shall seek the Authority’s approval for the joint venture, association, contract or arrangement in question.

- 31.2 The Authority may direct at any time the Licensee to effect any changes it deems necessary in the terms and conditions of the joint venture, association, contract or arrangement referred to above.
- 31.3 If the Licensee fails to effect the necessary changes referred to in Condition 31.2, the Authority may direct the Licensee to terminate any such joint venture, association, contract or arrangement.
- 31.4 Nothing in Condition 31.1 shall be construed as requiring the Licensee to obtain the approval of the Authority for the appointment of agents or for the employment of independent contractors or sub-contractors to carry out any works or provide any services which enable the Licensee to discharge its duties and obligations under this Licence provided that the Licensee shall be liable to the Authority for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

32. Board Directorship and Management Appointments

- 32.1 The Licensee shall seek the Authority's written approval at least one (1) month in advance of any change in the appointment of its Chairman, Board of Directors or Chief Executive Officer and shall for this purpose provide the Authority with details of any such change and any further information requested by the Authority.

33. Direction and Action by the Authority

- 33.1 The Licensee shall strictly and without any undue delay comply with any directions, which the Authority may from time to time issue in exercise of its powers, functions or duties under the Act, or in this Licence.
- 33.2 The Authority may, by notice in writing to the Licensee amend, vary or revoke wholly or in part any directions given by it pursuant to Condition 33.1.
- 33.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by the Authority. The Licensee shall not during the currency and after the expiry, termination or cancellation of the Licence disclose or permit the disclosure of any of the said directions

to any person not authorised to receive the same without the prior written consent of the Chief Executive Officer of the Authority. The Licensee shall further take all reasonable precautions in dealing with the said directions so as to prevent any unauthorised person from having access to the same.

33.4 For the avoidance of doubt, where the Licensee is more than one person, a direction referred to in Condition 33.1 may be issued by the Authority:

(a) on a joint and several basis to the Licensee, in which case all such persons who are the Licensee shall be jointly and severally obligated to comply with the direction; and/or

(b) to any one such person individually.

33.5 Where the Licensee is more than one person, any decision or action (including any enforcement action) taken by the Authority against the Licensee pursuant to its powers under the Info-communications Media Development Authority Act 2016 (No. 22 of 2016) and/or the Telecommunications Act (Cap. 323) and any other relevant laws, regulations, notices, and/or regulatory instruments (including codes of practice, and/or guidelines), may be on a joint and/or several basis against all such persons who are the Licensee, or to any one such person individually.

34. Dispute Resolution

34.1 In the event that the Licensee fails to reach an agreement with other licensees on matters relating to the requirements of this Licence or the Act, the matter shall be determined by the Authority whose decision shall be binding on all parties concerned.

34.2 The Authority reserves the right to levy a fee for work undertaken in this respect.

35. Provision of Information to the Authority

35.1 The Licensee shall provide the Authority with any document or information within its knowledge, custody or control, which the Authority may, by notice or direction require. The Licensee undertakes

to the Authority that any such document and information provided to the Authority shall be true, accurate and complete.

- 35.2 For the purposes of ensuring the Licensee's compliance with the conditions of the Licence, the Authority may from time to time require the Licensee to arrange at its own expense, for a separate and independent audit of its activities. The Licensee shall, at the Authority's request, submit the audited accounts and reports prepared under this Condition 35.2 to the Authority for inspection and verification.
- 35.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by the Authority pursuant to Condition 35.1, as well as the fact that the Authority has requested such document or information.
- 35.4 The Authority may use and disclose any such document or information provided to the Authority pursuant to Condition 35.1 as the Authority deems fit.
- 35.5 Where the Authority proposes to disclose any document or information obtained pursuant to Condition 35.1 and the Authority considers that the disclosure would result in the release of information concerning the business, commercial or financial affairs of the Licensee or which disclosure would or could reasonably be expected to adversely affect the Licensee's lawful business, commercial or financial affairs, the Authority will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before the Authority makes a final decision whether to disclose the information.

36. Participation in Emergency Activities

- 36.1 The Licensee shall, where directed by the Authority, participate in any emergency activities or preparations thereof in collaboration with other relevant agencies, organisations and Government ministries and departments, in accordance with the written law in Singapore.
- 36.2 The Licensee shall, unless expressly notified, keep in strict confidence any information or document pertaining to Condition 36.1 as well as the fact that the Authority has requested the Licensee to participate in such emergency activities and preparations.

36.3 The Authority may, from time to time, require the Licensee to submit to the Authority for approval any changes to any telecommunication system, installation or plant and any service plans, together with such technical and non-technical information as may be required by the Authority, at least one (1) month before such change is intended to be implemented.

37. International Obligations

37.1 The Licensee shall exercise its rights and powers and perform its duties and obligations under this Licence in a manner, which is consistent with the Government's obligations under any Convention, Agreement, Arrangement or Treaty to which Singapore is or shall become a party.

37.2 The Authority shall notify the Licensee from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 37.1 applies for its compliance.

PART VII: SUSPENSION, VARIATION AND TERMINATION

38. Penalty Framework for Breach of Licence Conditions

38.1 Where the Licensee breaches any licence condition, the Authority may impose a financial penalty on the Licensee in accordance with Section 8 of the Act.

39. Variation of Terms of Licence

39.1 The Authority may vary or amend any of the terms of this Licence in accordance with, and under the procedure by Section 7 of the Act.

40. Suspension/Cancellation

40.1 The Authority may, in any of the events specified in Section 8 of the Act, by notice in writing given to the Licensee, suspend or cancel the Licence in whole or in part, or impose a financial penalty in such amounts as the Authority thinks fit.

40.2 Where the Licensee is more than one person, the Authority may, in the circumstances referred to in Condition 40.1, suspend or cancel the Licence insofar as it applies to one of those persons, in which case the Licence shall continue to have effect in respect of the other person who constitutes, or persons who together constitute, the Licensee and in relation to whom it is not suspended or cancelled.

41. Termination of Licence or Cessation of Systems or Services

41.1 In the event that the Licensee desires to terminate this Licence or cease its operation of the Systems or the provision of any of the Services, the Licensee shall seek the Authority's approval in writing at least one (1) year in advance.

41.2 The Authority reserves the right to require the Licensee to facilitate the migration of its customers to suitable alternatives so as to minimise any service disruption that may be caused to its customers.

41.3 The Licensee shall continue the operation of the Systems and provision of the Services until the Authority's written approval has been obtained under

Condition 41.1 and the Licensee has satisfactorily met the Authority's requirements, if any, to which the Authority's approval is made subject to.

42. Rights upon Termination, Suspension or Cancellation

42.1 Any termination, suspension or cancellation of the Licence shall be without prejudice to the rights and remedies which may accrue to the Licensee or the Authority under the Licence or any written law as at the date of termination except that the Licensee shall not have the right to seek a refund of the licence fee or any other fee paid in advance.

42.2 For the avoidance of doubt, where the Licensee is more than one person, and the Licence is suspended, cancelled or otherwise terminated insofar as it applies to one of those persons, Condition 42.1 shall apply in respect of such person individually.

43. Exceptions and Limitations on Obligations

43.1 The Licensee shall not be held to have failed to comply with its obligations in this Licence if and to the extent that the Authority is satisfied that it is prevented from complying with those obligations for the following reasons:

- (a) malfunction or failure of any equipment where the Authority determines that reasonable measures were taken beforehand;
- (b) the act or omission of any national authority, local authority or international organisation; or
- (c) any other factor, which, in the opinion of the Authority is beyond the Licensee's reasonable control and which notwithstanding the exercise by it of reasonable diligence and foresight, the Licensee was unable to prevent or overcome,

provided that the Licensee shall use all reasonable endeavours to resolve with all reasonable speed the factor(s) preventing the carrying out of its obligations and shall resume the performance of its obligations as soon as the factor(s) which prevented the performance thereof is resolved.

44. Compliance with the Law

44.1 The Licensee shall observe and comply with all local laws, including but not limited to the Act, the Telecommunications (Radio-communication) Regulations, the International Telecommunication Convention and any other treaty or convention to which Singapore is a party.

44.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to obtain any other right, licence, permit or approval that may be required under any written law in force in Singapore.

45. Governing Law

45.1 This Licence shall be governed by and construed according to the law of Singapore.

46. Service of Notices

46.1 All notices under this Licence shall be in writing and shall be deemed to have been given if sent by hand or pre-paid post or by facsimile to the Licensee's registered address as lodged with the Accounting and Corporate Regulatory Authority.

46.2 Where the Licensee is more than one person, a notice given to one of those persons shall be deemed to have been given to all the persons who together constitute the Licensee.

47. Severability

- 47.1 Every condition and part thereof shall be construed as a separate and severable provision so that if any Condition and part thereof is held invalid, unenforceable or illegal for any reason, the remainder of the Licence shall remain in full force in every respect.

Issued on 22 September 2011



**Director-General (Telecoms & Post)
Deputy CE (Policy, Regulations & Competition Development)
Info-communications Media Development Authority**

SCHEDULE OF INTERPRETATION

In this Licence, unless the context otherwise requires:

- (a) Words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (b) The titles to the provisions of this Licence are for convenience of reference only and are not part of this Licence and shall not in any way affect the interpretation thereof;
- (c) Any word or expression used in this Licence shall have the same meaning as it has in the Act;
- (d) Any reference in this Licence to the Act shall include any regulations made thereunder;
- (e) Any reference in this Licence to any regulations made under the Act shall include any regulations made under the Act until such regulations are revoked or repealed by subsidiary legislation made under the Act;
- (f) Any reference in this Licence to a person shall be deemed to include natural and legal persons;
- (g) Any reference to monetary amounts in this Licence shall be deemed to be denominated in Singapore Dollars; and
- (h) Any reference to any guidelines, codes of practice or framework or other rules or documents promulgated by the Authority shall be read as reference to such as may be amended from time to time.

CONFIDENTIAL

SCHEDULE A

**DESCRIPTION OF THE TELECOMMUNICATION SYSTEMS TO BE
ESTABLISHED BY THE LICENSEE**

[REMOVED]

CONFIDENTIAL

CONFIDENTIAL

SCHEDULE B

**DESCRIPTION OF THE TELECOMMUNICATION SERVICES TO BE
PROVIDED BY THE LICENSEE**

[REMOVED]

CONFIDENTIAL

SCHEDULE C

SPECIFIC TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 For the purposes of this Schedule, the words and expressions listed below shall have the meanings assigned to them except where the context otherwise requires:

- (a) “**Ancillary Mandated Services**” means any services ancillary to and reasonably required for the provision of any service (including without limitation any Basic Mandated Service) that is provided using the Fibre Network including without limitation the services listed in paragraph 4.2 of this Schedule;
- (b) “**Ancillary Mandated Services Qualifying Person**” means any person licensed by the Authority to provide facilities-based operations or service-based operations or any broadcasting licensees excluding persons licensed under a class licence pursuant to section 9 of the Broadcasting Act (Cap. 28) who intends to acquire or has acquired the provision of any service (including without limitation any Basic Mandated Service) that is provided using the Fibre Network;
- (c) “**Assets**” has the meaning given to that term in paragraph 10.2(a) of this Schedule;
- (d) “**Associate**” has the meaning given to that term in paragraph 2.2(b) of this Schedule;
- (e) “**Basic Mandated Services**” means the services listed in paragraph 4.1 of this Schedule;
- (f) “**Basic Mandated Services Qualifying Persons**” means persons licensed by the Authority to provide facilities-based operations;
- (g) “**broadcasting licensee**” means any holder of a licence granted under the Broadcasting Act (Cap. 28) but excludes class licensees;
- (h) “**Building**” means a building or development which has an assigned six-digit postal code by Singapore Post Limited;
- (i) “**Business Continuity Plan**” or “**BCP**” means the business continuity plan approved pursuant to paragraph 10 of this Schedule;

- (j) **“Business Support System”** or **“BSS”** means the electronic system used to run a party’s business operations and which is typically linked to an OSS in support of end-to-end services;
- (k) **“Central Office”** or **“CO”** means a location or building where the Licensee provides access to the passive infrastructure and co-location facilities;
- (l) **“Co-location Services”** means the provision of co-location space and services within a CO as specified in the Network Specifications used or to be used for the purposes of connecting to the Fibre Network and the provisioning of services over the Fibre Network to a significant portion of the End-User base;
- (m) **“Connection”** means the wired component of the Fibre Network to a Physical Address or a Non-Building Address Point;
- (n) **“Connectivity Point”** means a point, at a Physical Address or at any Non-Building Address Point, which is used as a distribution point at which Wirelines are terminated and/or cross-connected, including without limitation:
 - (i) MDFs in COs, TERs, MDF Rooms, DFs in Outdoor Cabinets, manholes;
 - (ii) Termination Points in Residential Premises and Non-Residential Premises;
 - (iii) Termination Points in Non-Building Address Points e.g. bus-stops, lamp posts; and
 - (iv) Distribution Points;
- (o) **“Contract”** means the contract between the Authority and OpenNet dated 20 October 2008 entered into pursuant to the RFP, which was replaced by a Deed of Undertaking provided by CityNet to the Authority on 1 October 2014. Any references to the Contract on or after 1 October 2014 would be to the Deed of Undertaking as appropriate;
- (p) **“Control and Ownership Restrictions”** means the restrictions as set out under paragraph 2 of this Schedule;
- (q) **“Controlled Entity”** means the entity under the Effective Control of a Controlling Entity;
- (r) **“Controlling Entity”** means the entity or entities having the ability to exercise Effective Control over a Controlled Entity;

- (s) **“Customised Agreement”** means an agreement for the provision of Mandated Services on prices, terms and conditions that differ from the prices, terms and/or conditions of the ICO;
- (t) **“Distribution Frame”** or **“DF”** means a frame at which Wirelines are terminated and where interconnections of such Wirelines are made;
- (u) **“Distribution Point”** or **“DP”** means the intermediate point at each floor in a Building where Wirelines from the nearest MDF Room must pass or terminate, en route to the premises on that floor;
- (v) **“Duct Systems”** refers to the system of ducts and manholes as described in Schedule A;
- (w) **“Effective Control”** means the ability of a Controlling Entity to cause a Controlled Entity to take, or prevent the Controlled Entity from taking, a decision regarding the management and major operating decisions of the Controlled Entity, and without limitation, includes the situation where such ability –
 - (i) is exercisable by the Controlling Entity through direct or indirect voting power in the Controlled Entity; or
 - (ii) is exercisable on the basis of rights acquired via contracts, agreements or any other arrangements entered into between the Controlling Entity and the Controlled Entity;
- (x) **“End-User”** means a business or residential subscriber of any retail telecommunication service in Singapore;
- (y) **“End-User Premise”** means a Residential Premise or Non-Residential Premise situated in Singapore and connected islands;
- (z) **“Fair Market Value”** means the amount at which an asset or liability could be exchanged in any arms length transaction between informed and willing parties, other than in a forced or liquidation sale;
- (aa) **“Fibre Network”** means the nationwide fibre network as described in Schedule A;
- (bb) **“First Termination Point”** or **“1st TP”** means the network point within an End-User Premise, at which the Fibre Network is terminated, that is nearest to the point of entry of that End-User Premise;
- (cc) **“Geographic Information System”** or **“GIS”** means a system of computer hardware, software and processes designed to efficiently capture, store,

update, manipulate, analyse and display geographically referenced information;

- (dd) “**ICO**” means the standard interconnection offer submitted by the Licensee and approved by the Authority;
- (ee) “**Layer 1 Redundancy**” means the Layer 1 connectivity which provides redundant Connection or connection between two Connectivity Points;
- (ff) “**Layer 1 Services**” means Layer 1 connectivity services as specified in the Network Specifications other than that provided as part of Layer 1 Redundancy;
- (gg) “**Management**” means the persons occupying the following positions or their equivalent thereof:
 - (i) Chief Executive Officer;
 - (ii) Chief Operating Officer;
 - (iii) Chief Financial Officer;
 - (iv) Managing Director;
 - (v) Company Secretary; and
 - (vi) all executives directly reporting to the Chief Executive Officer;
- (hh) “**Mandated Services**” means the Basic Mandated Services, the Ancillary Mandated Services and such other services that the Authority may specify;
- (ii) “**Main Distribution Frame**” or “**MDF**” means a frame which is used as the main distribution point for all Wirelines within a Building or building development on which incoming main Wirelines and the local distribution Wirelines are terminated and cross-connected;
- (jj) “**Main Distribution Frame Room**” or “**MDF Room**” means a room within a Building or building development which is used to house the Main Distribution Frame and associated Plant, or its equivalent;
- (kk) “**NBAP Distribution Point**” or “**NBAP DP**” means a termination point at an NBAP whereby Layer 1 Services can be obtained on a per-segment basis, usually served by a dedicated Wireline from the CO to that point, or means a point between a CO and one or more NBAP TP(s) whereby splitting occurs for the purpose of serving this/these NBAP TP(s);
- (ll) “**NBAP Termination Point**” or “**NBAP TP**” means a termination point at an NBAP whereby Layer 1 Services can be obtained;

- (mm) “**NetCo Interconnection Code**” means the Code of Practice for Next Generation National Broadband Network NetCo Interconnection;
- (nn) “**Network Sites**” means all the sites on which any part of the Fibre Network is installed;
- (oo) “**Network Specifications**” means the technical requirements specified in the Contract;
- (pp) “**Non-Building Address Point**” or “**NBAP**” means a location in mainland Singapore or connected islands other than a Physical Address;
- (qq) “**Non-Residential Premise**” means any premise other than a Residential Premise;
- (rr) “**Operations Support System**” or “**OSS**” means the operations support system used in the maintenance of network inventory, provisioning of services and management of faults;
- (ss) “**OSS/BSS Connection Service**” means a service offered by the Licensee in which the OSS/BSS of a Qualifying Person is interconnected with the Licensee’s OSS/BSS, for the direct, fully electronic interchange of data relating or relevant to the Qualifying Person;
- (tt) “**Outdoor Cabinet**” means any outside enclosure or equivalent for terminating and patching Wirelines;
- (uu) “**Patching Services**” means patching, splitting and splicing services as specified in the Network Specifications;
- (vv) “**Physical Addresses**” means Residential Premises and Non-Residential Premises located in mainland Singapore or connected islands;
- (ww) “**Plant**” means any installation, facility or system used or intended for use in connection with telecommunications, including machinery, equipment, ducts, pipes and Wirelines;
- (xx) “**Platform**” has the meaning given to that term in section 7.1(b) of the NetCo Interconnection Code;
- (yy) “**Proposed BCP**” means the business continuity plan submitted by the Licensee under paragraph 10.1 of this Schedule;
- (zz) “**Qualifying Persons**” means the Basic Mandated Services Qualifying Persons and the Ancillary Mandated Services Qualifying Persons and a

- “**Qualifying Person**” means any one of the Basic Mandated Services Qualifying Persons or Ancillary Mandated Services Qualifying Persons;
- (aaa) “**Relevant Licensee**” means a telecommunication licensee or broadcasting licensee, and/or its Subsidiaries.
- (bbb) “**Residential Premise**” means a premise designed or adapted or used for human habitation of a residential nature. In the event of any doubt as to whether a premise is of residential nature, the classification which the Inland Revenue Authority of Singapore applies to that premise for tax purposes shall be final and conclusive;
- (ccc) “**RFP**” means the Request for Proposal for Singapore’s Next Generation National Broadband Network – Network Company (NetCo) issued by the Authority on 11 December 2007, including all subsequent addenda and amendments thereto;
- (ddd) “**Subsidiaries**” has the meaning given to that term in the Companies Act (Cap. 50);
- (eee) “**Systems Sites**” has the meaning given to that term in paragraph 10.2(b) of this Schedule;
- (fff) “**Telecommunication Equipment Room**” or “**TER**” means the room within a Building or building development that is used to house Plant for the provision of telecommunication services;
- (ggg) “**telecommunication licensee**” means any holder of a licence granted under the Act for the provision of facilities-based operations and/or services-based operations;
- (hhh) “**Termination Date**” means the final day of any notice to terminate this Licence given by the Authority;
- (iii) “**Termination Point**” or “**TP**” means any network point within an End-User Premise at which the Fibre Network is terminated;
- (jjj) “**Third Party Contracts**” has the meaning given to that term in paragraph 12.3(a) of this Schedule;
- (kkk) “**Website**” has the meaning given to that term in section 7.1(a) of the NetCo Interconnection Code; and
- (lll) “**Wireline**” means the physical media used to transmit digital or analogue signals, e.g. optical fibre.

- 1.2 For the avoidance of doubt, where the Licensee is more than one entity, the obligations and restrictions in this Schedule shall apply to all such persons who are the Licensee on a joint and several basis.
- 1.3 Without prejudice to paragraph 1.2 of this Schedule, references to “any other telecommunication licensee or broadcasting licensee” shall not include such persons who are the Licensee, NetLink NBN Trust or NetLink Trust.

2.1 Control and Ownership Restrictions

2.1 The Licensee shall ensure that it:

- (a) acting alone or in concert with its Associates, has no Effective Control over any other telecommunication licensee or broadcasting licensee;
- (b) is not under the Effective Control of any other telecommunication licensee or broadcasting licensee, whether acting alone or in concert with its Associates; and
- (c) is not under the Effective Control of the same Controlling Entity, acting alone or in concert with its Associates, as any other telecommunication licensee or broadcasting licensee.

2.2 For the purposes of paragraph 2.1 above,

- (a) An entity and its Associate are presumed to be “acting in concert” with each other unless the contrary is established. An entity is “acting in concert with its Associate” where, pursuant to an agreement or understanding (whether formal or informal), the parties co-operate through any means to hold or exercise Effective Control over another entity;
- (b) An Entity A, is an “Associate” of another Entity B, if:
 - (i) A is the spouse or a parent, remoter lineal ancestor or step-parent or a son, daughter, remoter issue, step-son or step-daughter or a brother or sister, of B;
 - (ii) A is a corporation whose directors are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of B or, where B is a corporation, of the directors of B;
 - (iii) B is a corporation whose directors are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of A or, where A is a corporation, of the directors of A;

- (iv) A is a person who is accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of B or, where B is a corporation, of the directors of B;
- (v) B is a person who is accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of A or, where A is a corporation, of the directors of A;
- (vi) A is a related corporation of B;
- (vii) A is a corporation in which B, alone or together with other associates of B as described in sub-paragraphs (ii) to (vi), is in a position to control not less than 30%, as the case may be, of the voting power in A;
- (viii) B is a corporation in which A, alone or together with other associates of A as described in sub-paragraphs (ii) to (vi), is in a position to control not less than 30%, as the case may be, of the voting power in B; or
- (ix) A is a person with whom B has an agreement or arrangement, whether oral or in writing and whether express or implied, to act together with respect to the acquisition, holding or disposal of shares or other interests in, or with respect to the exercise of their voting power in relation to, the telecommunication licensee or holder of a broadcasting licence (as the case may be).

2.3 The Licensee must obtain the Authority's prior approval for:

- (a) where the Licensee manages and operates a business trust or trust (as the case may be):
 - (i) any winding up, or application for the winding up of, such business trust or trust (as the case may be);
 - (ii) any amalgamation, reconstruction, or change to the structure or set-up of such business trust or trust (as the case may be), or the manner in which the property of such business trust or trust (as the case may be) is held;
 - (iii) any merger of the business trust or trust (as the case may be) with any other entity; and

- (iv) engaging in, carrying out, and/or approving any matters requiring the Authority's prior approval under the trust deed constituting such business trust or trust (as the case may be).
- (b) where the Licensee manages and operates a business trust, any de-registration of such business trust under the Business Trusts Act (Cap. 31A); and
- (c) any appointment of any other telecommunication licensee or broadcasting licensee (and/or their Associates) as the Licensee's contractor.

2.4A NetLink NBN Management Pte Ltd's Board of Directors:

- (a) shall adhere to the following restrictions:
 - (i) for so long as a Relevant Licensee has an interest in 5% or more, but less than 20%, of the units in NetLink NBN Trust (the "Relevant Percentage"), no more than one director or the Relevant Percentage of the directors (rounded down to the nearest whole number) of the NetLink NBN Management Pte Ltd Board of Directors may be a nominee of that Relevant Licensee, to the NetLink NBN Management Pte Ltd Board of Directors; and
 - (ii) for so long as a Relevant Licensee has an interest in 20% or more of the units in NetLink NBN Trust, no more than 25% of the directors (rounded down to the nearest whole number) of the NetLink NBN Management Pte Ltd Board of Directors may be a nominee of that Relevant Licensee, to the NetLink NBN Management Pte Ltd Board of Directors.
- (b) shall be chaired by a person who does not have responsibilities for, or within, any other telecommunication licensee or broadcasting licensee; and
- (c) shall direct NetLink NBN Management Pte Ltd in a way designed to secure compliance with the Control and Ownership Restrictions.

2.4B NetLink Management Pte Ltd's Board of Directors shall:

- (a) comprise wholly of directors who must be independent from the management and business relationships with any Relevant Licensee (other than NetLink NBN Trust, NetLink Trust, NetLink NBN Management Pte Ltd and/or NetLink Management Pte Ltd) (which for the avoidance of doubt shall include the director not having

responsibilities for, or within, any Relevant Licensee, other than NetLink NBN Trust, NetLink Trust, NetLink NBN Management Pte Ltd and/or NetLink Management Pte Ltd); and

- (b) direct NetLink Management Pte Ltd in a way designed to secure compliance with the Control and Ownership Restrictions.

2.5 The Licensee's Management shall:

- (a) be wholly independent and separate from the Management of any other telecommunication licensee or broadcasting licensee;
- (b) work solely on matters pertaining to the Licensee and shall not have responsibilities for, or within, any other telecommunication licensee or broadcasting licensee; and
- (c) manage the Licensee in a way designed to secure compliance with the Control and Ownership Restrictions.

2.6 The Licensee shall:

- (a) ensure that its employees do not work for any other telecommunication licensee or broadcasting licensee in any capacity whatsoever; and
- (b) ensure that the employees of other telecommunication licensee or broadcasting licensee do not work for the Licensee in any capacity whatsoever.

2.7 Save as permitted under paragraph 2.4, but at all times subject to paragraphs 2.4 to 2.6, the Licensee shall not enter into any formal or informal arrangements with any other telecommunication licensee or broadcasting licensee pertaining to the transfer, sharing, attachment or secondment of any of their respective Directors, Management or employees amongst themselves. For the avoidance of doubt, nothing herein shall preclude the Licensee from employing a person who was previously employed by a telecommunication licensee or broadcasting licensee so long as there is no reasonable likelihood of such person continuing to act under the control, direction or influence of such other telecommunication licensee or broadcasting licensee in any way.

2.8 All remuneration schemes and incentive schemes for the Licensee's Board of Directors, Management and employees shall be aligned solely with the Licensee's business and must reflect solely the objectives and performance of the Licensee. Such remuneration and incentive schemes must not comprise any

incentives that are directly or indirectly linked to the performance of any other telecommunication licensee or broadcasting licensee.

- 2.9 The Licensee shall put in place policies which shall minimally include the imposition of limits on the total financial interest that its employees may have at any one time in any other telecommunication licensee or broadcasting licensee (including interest held in shares or share options from their previous employment with such telecommunication licensee or broadcasting licensee or otherwise), and the processes and procedures to address the retention, acquisition and/or the disposal of shares (which reference shall include share options) in such telecommunication licensee or broadcasting licensee above the imposed limits. For the avoidance of doubt, such limits must be reasonably adequate to ensure that its employees have no incentive to discriminate in favour of any other telecommunication licensee or broadcasting licensee. The Licensee shall inform the Authority of the details of such policies (including but not limited to the financial interest limits) once they are established by the Licensee. In the event that there is any subsequent change to the policies (including but not limited to the financial interest limits), the Licensee shall inform the Authority 14 days before such change takes effect.
- 2.10 The Licensee shall ensure that its employees, agents and contractors are aware of and comply with the Control and Ownership Restrictions. Without limitation, the Licensee shall:
- (a) ensure that its employees, agents and contractors, when making any decisions in relation to the supply of services, act in good faith and in what they believe to be in the best interests of the Licensee;
 - (b) ensure that its employees, agents and contractors, in doing or omitting to do anything in relation to the provision of services, act in a way that does not discriminate in favour of any other telecommunication licensee or broadcasting licensee;
 - (c) carry out regular training programmes to educate its employees, agents and contractors on the Control and Ownership Restrictions; and
 - (d) implement a robust disciplinary regime to address any non-compliance by its employees, agents and contractors.
- 2.11 The Licensee is required to notify any other telecommunication licensee or broadcasting licensee and/or its Associates who are looking to acquire:
- (a) at least 25% of the unitholding in NetLink NBN Trust; or

(b) at least 25% of the shareholding in NetLink NBN Management Pte Ltd, that no such unitholding and/or shareholding (as the case may be) shall be acquired, unless the Authority's prior written approval has been obtained.

2.12 The Licensee shall ensure that any amendment to the trust deeds constituting such business trust and/or trust (as the case may be) (the "Trust Deeds"):

(a) in relation to the provisions in the Trust Deeds which are stated to require the Authority's approval, such amendment shall not be effected without the prior approval of the Authority; and

(b) shall be notified to the Authority.

3. Restrictions on services offered by the Licensee

3.1 The Licensee shall not offer for sale, sell or otherwise provide retail telecommunication systems and/or services to any End-User without the Authority's prior written approval.

3.2 The Licensee shall not offer for sale, sell or otherwise provide wholesale transmission services through the Systems or other networks in Singapore without the Authority's prior written approval.

3.3 The Licensee shall not offer for sale or sell any broadcasting services.

3.4 Without prejudice to paragraphs 3.1, 3.2 and 3.3 of this Schedule, if the Licensee wishes to carry on any business or provide any services other than that licensed under the terms of this Licence in respect of the Systems, the Licensee shall notify the Authority and, to the satisfaction of the Authority:

(a) maintain a separate set of accounts in respect of each other business or service; and

(b) not offset any amounts stated in one set of accounts against the amounts stated in another set of accounts.

4. Mandated Services

4.1 The Licensee shall offer the following Basic Mandated Services to Basic Mandated Services Qualifying Persons:

(a) Layer 1 Services:

- (i) between any Connectivity Points within the Fibre Network deployed by the Licensee, such as:
 - A) from an MDF in a CO to the 1st TP of a Residential Premise or a Non-Residential Premise;
 - B) from an MDF in a CO to an NBAP TP;
 - C) from an MDF in a CO to an MDF in an MDF Room;
 - D) from an MDF in a CO to an MDF in an Outdoor Cabinet;
 - E) from an MDF in an MDF Room to the 1st TP of a Residential Premise or a Non-Residential Premise;
 - F) from an MDF in an Outdoor Cabinet to the 1st TP of a Residential Premise or a Non-Residential Premise;
 - G) from an MDF in a CO to an MDF in another CO;
 - H) from an MDF in an MDF Room to a fibre-to-the-building node at a TER Room/void deck;
 - I) from a fibre-to-the-building node to a DP;
 - J) from an MDF in a CO to an NBAP DP serving an NBAP TP;
 - K) from an NBAP DP to an NBAP TP; and
- (ii) on such other basis as may be approved by the Authority; and
- (b) any other services that the Authority may determine to be Basic Mandated Services.

4.2 The Licensee shall offer the Ancillary Mandated Services to the Ancillary Mandated Services Qualifying Persons including without limitation:

- (a) Co-location Services;
- (b) OSS/BSS Connection Services;
- (c) Patching Services;
- (d) Layer 1 Redundancy; and
- (e) any other services that the Authority may determine to be Ancillary Mandated Services.

4.3 The Licensee may not offer the Mandated Services to any person other than a Qualifying Person or such other person on such terms and conditions as the Authority may require.

5. The ICO

5.1 At the Qualifying Person's option, the Licensee shall and shall only offer the Mandated Services to Qualifying Persons:

- (a) on the terms of the ICO;
- (b) on the terms of a Customised Agreement negotiated with the Licensee and approved by the Authority in accordance with the terms set out in the NetCo Interconnection Code; or
- (c) on the same terms as an existing Customised Agreement, between the Licensee and a similarly situated Qualifying Person that has been previously approved by the Authority in accordance with the terms set out in the NetCo Interconnection Code. For the purposes of this paragraph, a person licensed to provide facilities-based operations, a person licensed to provide services-based operations and a person licensed to provide broadcasting services will not be deemed to be similarly situated.

5.2 Failure by the Licensee to specify the prices, terms and conditions of any requirements necessary to ensure end-to-end connectivity to the Fibre Network of any Mandated Service shall not affect the Licensee's obligation to provide or fulfill such requirements and the costs of providing or fulfilling such requirements shall be borne by the Licensee unless expressly accounted for in the ICO. Unless otherwise approved by the Authority, the Licensee shall not require any additional terms and conditions which the Licensee has not expressly accounted for in the ICO.

6. The Authority's Right to Regulate Prices, Terms and Conditions

6.1 The Authority reserves the right to require the Licensee to offer any service related to or in connection with the Systems at regulated prices, terms and conditions.

7. Network Resiliency and Outage Reporting Requirements

7.1 The Licensee shall use its best endeavours to either repair a fault on the Systems or replace any part of the Systems on which the fault occurred with a part equivalent to the affected part before the occurrence of the fault within the shortest possible timeframe. The Authority reserves the right to establish network resiliency requirements and outage reporting requirements on the

Licensee with which the Licensee shall comply. For the avoidance of doubt, the Licensee shall comply with the codes of practice and guidelines issued by the Authority.

8. Discontinuation of Operations

- 8.1 The Licensee shall not hand over the Systems or any part thereof or any of its records to any other party unless prior written approval has been obtained from the Authority.

9. Disposal of Systems

- 9.1 The Licensee shall notify the Authority at least 30 days in advance of its intended disposal of more than 5% of the Fibre Network, Duct Systems and/or Central Offices, by value, or its intended disposal of any assets, which would result in more than 5% of the Fibre Network, Duct Systems and/or Central Offices, by value, being disposed of, and obtain the Authority's written approval prior to proceeding with such disposal.
- 9.2 The Licensee shall provide the Authority with a description of the Fibre Network, Duct Systems and/or Central Offices intended to be disposed of, the potential effects of the disposal on the ability of the Licensee to continue to operate the Systems and Services, and the terms of any lease back of such Fibre Network, Duct Systems and/or Central Offices if relevant.

10. Business Continuity

- 10.1 The Licensee shall, within 6 months of the Authority's direction to do so or by no later than 36 months prior to the expiry of this Licence, produce and submit to the Authority for the Authority's review and approval a business continuity plan (the "Proposed BCP") for the orderly transition of the Systems and Services from the Licensee to the Authority or to such other person(s) as may be designated by the Authority ("the Authority's Nominee") to continue the operation of the Systems and Services, in any of the following circumstances:
- (a) termination of this Licence by either the Licensee or the Authority; and
 - (b) expiration of this Licence.
- 10.2 The Proposed BCP shall:

- (a) Identify all assets and rights used by the Licensee to operate the Systems and Services in accordance with this Licence (the “Assets”);
- (b) Identify all the sites on which the Systems are installed or situated (the “Systems Sites”);
- (c) Include a mechanism for the valuation of the Assets by an independent expert to be mutually agreed between the Licensee and the Authority, which valuation shall apply in relation to any acquisition of the Assets or any parts thereof by the Authority or the Authority’s Nominee;
- (d) Specify the measures and processes that the Licensee will implement to ensure that the Authority or the Authority’s Nominee shall have all rights to acquire and use the Assets as may be necessary for the Authority or the Authority’s Nominee to continue to operate the Systems and Services in substantially the same manner as was provided by the Licensee during the most recent 12 month period, including without limitation:
 - (i) the contractual measures put in place in any third party contracts entered into by the Licensee to ensure that the rights of the Authority or the Authority’s Nominee to acquire and use the Assets for the purposes of business continuity will not be prejudiced by the exercise of any rights by such third parties;
 - (ii) the process for effecting novation of any third party contracts relating to the Assets and the operation of the Systems and Services, as may be necessary to ensure business continuity;
 - (iii) the transitional assistance to be provided by the Licensee to the Authority or the Authority’s Nominee to ensure the smooth transfer of the Systems to the Authority or the Authority’s Nominee and the continued operation of the Systems and Services;
 - (iv) the process for ensuring that the Authority or the Authority’s Nominee will have the right to use all intellectual property rights and data used by the Licensee to operate the Systems and Services, including without limitation, any software and know-how that is used to run the GIS, the Website and the Platform; and

- (v) Specify the process for the orderly removal from the Systems Sites of any property or Assets not acquired by the Authority or the Authority's Nominee.
- 10.3 The Authority shall notify the Licensee of any portions of the Proposed BCP that are rejected and provide the Licensee with a written explanation of the basis for the rejection and the modifications required to bring the Proposed BCP into compliance with the Authority's requirements.
- 10.4 The Licensee shall have 30 days from the date on which the Authority provides any written explanation under paragraph 10.3 of this Schedule to submit a revised Proposed BCP that incorporates the modifications required by the Authority.
- 10.5 The Authority may approve the Proposed BCP or require the Licensee to incorporate specific provisions.
- 10.6 The Licensee shall update the BCP not less than once each year to reflect any changes in the Assets and the operation of the Systems and Services (including making any consequential changes to the BCP in relation to the matters stated in paragraphs 10.2(a) to (e) as may be necessary) and shall keep the BCP under continuous review. Following each update, the Licensee shall submit the revised BCP to the Authority for review in accordance with the requirements and procedures under paragraphs 10.2 to 10.5, which shall apply *mutatis mutandis*.
- 10.7 If the Licensee fails to provide the Authority with a Proposed BCP or revised BCP (as the case may be) that complies with the Authority's requirements 12 months before the Termination Date, the Authority shall be entitled to exercise its rights under paragraph 12 of this Schedule.

11. Execution of the Business Continuity Plan

- 11.1 Within 30 days after the Authority approves termination of this Licence in accordance with the terms of this Licence, the Licensee shall submit to the Authority a revised BCP that could be implemented immediately for review and approval.
- 11.2 The Licensee shall make any changes to the contents of the BCP as reasonably required by the Authority. Upon the Authority's approval of the revised BCP, the Licensee shall implement the BCP and provide transitional assistance in accordance with the BCP for such period as required.

11.3 Until the Authority's approval of the BCP, the Licensee shall provide the transitional assistance in accordance with the last approved version of the BCP (insofar as it still applies) in good faith to the Authority or the Authority's Nominee. Subject to paragraph 11.1 of this Schedule, the Licensee shall ensure that it is able to implement the BCP at any time.

12. Cancellation of the Licence for Breach by the Licensee

12.1 Upon approval by the Authority of the BCP under paragraph 11:

- (a) the Licensee shall implement the approved BCP as specified in paragraph 11; or
- (b) where there is no BCP in place or the Licensee fails to satisfactorily implement the approved BCP, the Authority shall be entitled in its sole and absolute discretion to either:
 - (i) retender the provision of the Mandated Services; or
 - (ii) undertake, or procure that the Authority's Nominee undertakes, the provision of the Mandated Services.

12.2 The Authority shall be entitled to exercise its rights under more than one of the sub-paragraphs 12.1(b)(i) or 12.1(b)(ii) above in the event that the Authority is unsuccessful in completing the necessary acts constituting each option. For example, the Authority shall be entitled to undertake, or procure that the Authority's Nominee undertakes, the provision of the Mandated Services if the Authority tries but fails to successfully retender the provision of the Mandated Services.

12.3 In the event that the Authority exercises its rights under paragraphs 12.1(b)(i) or 12.1(b)(ii):

- (a) the Licensee shall, where any Third Party Contracts that have been identified in the BCP as to be novated and that relate exclusively to the element of the Mandated Services being transferred to the Authority or the Authority's Nominee, procure the novation of the Third Party Contracts to the Authority or the Authority's Nominee, in each case, if and as directed by the Authority on the basis set out in the BCP; and
- (b) The Authority or the Authority's Nominee shall be entitled to acquire at its option, and the Licensee shall, where the Assets relate exclusively to the element of the Mandated Services being transferred to the Authority or the

Authority's Nominee, if so requested by the Authority, sell to the Authority or the Authority's Nominee, all of the Assets.

- 12.4 In the case of a transfer to a person appointed by way of a retender pursuant to paragraph 12.1(b)(i) or a transfer to the Authority or the Authority's Nominee pursuant to paragraph 12.1(b)(ii), the price of the Assets shall be the Fair Market Value of the Assets as determined by a market valuation conducted by an independent expert mutually agreed between the Authority and the Licensee.
- 12.5 The Licensee shall ensure that provision is made in all contracts of any description whatsoever to ensure that the Licensee will be in a position to enable the Authority to exercise its rights, and the Licensee will be in a position to comply with its obligations under this paragraph 12.

13. Transitional Arrangements

- 13.1 In the event that the Authority exercises its rights to require the Licensee to implement the BCP:
- (a) the Licensee shall, where any third party contracts that have been identified in the BCP as to be novated and that relate exclusively to the elements of the Systems and Services being transferred to the Authority or the Authority's Nominee, procure the novation of such third party contracts to the Authority or the Authority's Nominee, in each case, if and as directed by the Authority on the basis set out in the BCP;
 - (b) the Authority or the Authority's Nominee shall be entitled to acquire at its option, and the Licensee shall, where the Assets relate exclusively to the elements of the Systems and Services being transferred to the Authority or the Authority's Nominee, if so requested by the Authority, sell to the Authority or the Authority's Nominee, all or any part of the Assets. The price of the Assets shall be the Fair Market Value of the Assets as determined by a market valuation conducted by an independent expert mutually agreed between the Authority and the Licensee;
 - (c) the Licensee shall co-operate fully with the Authority and the Authority's Nominee in order to achieve a smooth transfer of the Systems and Services to the Authority or the Authority's Nominee and to avoid or mitigate insofar as reasonably practicable any inconvenience or any risk to the health and safety of the employees of the Authority, the Authority's Nominee and members of the public;

- (d) the Licensee shall, as soon as practicable after the Termination Date or earlier if requested to do so by the Authority, remove from the Systems Sites all property not acquired by the Authority or the Authority's Nominee and if it has not done so within 40 days after any notice from the Authority requiring it to do so the Authority may (without being responsible for any loss, damage, costs or expenses) remove and sell any such property and shall hold any proceeds less all costs incurred to the credit of the Licensee; and
- (e) the Licensee shall, as soon as practicable after the Termination Date or earlier if requested to do so by the Authority, vacate the Systems Sites and shall leave the Systems Sites in a safe, clean and orderly condition.

13.2 The Licensee shall provide the assistance above at its own cost and expense.

13.3 The Licensee shall ensure that provision is made in all contracts of any description whatsoever to ensure that the Licensee will be in a position to enable the Authority to exercise its rights, and the Licensee will be in a position to comply with its obligations under this paragraph 13.

13.4 If the Authority elects to retender the provision of the Mandated Services, the Licensee shall co-operate with the Authority fully in such retendering process, including but not limited to the following:

- (a) subject to the Authority providing any undertakings reasonably requested of it in this regard, the Licensee shall provide any information which the Authority may reasonably require to conduct such competition but, to avoid doubt, information which is commercially sensitive to the Licensee shall not be provided (and, for the purpose of this sub-paragraph, commercially sensitive shall mean information which would if disclosed to a competitor of the Licensee, give that competitor a competitive advantage over the Licensee, and thereby prejudice the business of the Licensee); and
- (b) the Licensee shall provide all (or any) participants in such competition process with access to the Network Sites.

The Licensee shall provide the assistance above at its own cost and expense.