



**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS GRANTED BY
THE INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY
TO M1 LIMITED AND M1 NETWORK PRIVATE LIMITED
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT 1999**

ISSUED ON 14 MARCH 2022

TABLE OF CONTENTS

PART I: THE LICENCE

- 1. Period of Licence**
- 1A. Continuing Obligations**
- 1B. Joint and Several Obligations**
- 2. Payment of Licence Fee**
- 3. Licence is not Transferable**
- 4. Description of Systems and Services**
- 5. Licence Application Proposals**

PART II: BASIC OBLIGATIONS OF LICENSEE

- 6. Service Coverage**
- 7. Public Emergency Call Services**
- 8. Public Maritime Emergency Services**
- 9. Co-operation with Civil/Public Bodies**
- 10. Provision of Directory Enquiry Services**
- 11. Provision of Integrated Directories**
- 12. Integrated Directories and Directory Enquiry Services**

PART III: TECHNICAL OBLIGATIONS

- 13. Use of Telecommunication Equipment in the Systems**
- 14. Operation of Radio-communication Stations**
- 15. Use of Radio Frequencies**
- 16. Assignment of Numbers**

PART IV: ACCESS AND INTERCONNECTION OBLIGATIONS

- 17. Requirement to Provide Access**
- 18. Connection to Other Systems**

Issued on 14 March 2022

19. Arrangements for Connection to Systems
20. Changes to Systems
21. Infrastructure Sharing and Deployment
22. Use of and Access to Space and Facilities for Mobile Deployment
23. Requirement for Underground Telecommunication Systems

PART V: SERVICE OBLIGATIONS

24. Price Control/Tariffing Arrangements/Quality of Service Standards
25. Publication of Charges, Terms and Conditions and Other Information
26. Confidentiality of Subscriber Information

PART VI: OTHER OBLIGATIONS

27. Codes of Practice and Advisory Guidelines
28. Number Portability
29. Accounting Separation
30. Restriction on Undue Preference and Undue Discrimination
31. Restriction Against Anti-Competitive Arrangements
32. Restriction on Exclusive Arrangement for International Services
33. Contracts with Third Parties to Operate or Provide Licensed Systems or Services
34. Board Directorship and Management Appointments
35. Direction by the Authority
36. Dispute Resolution
37. Provision of Information to the Authority
38. Participation in Emergency Activities
39. International Obligations

PART VII: SUSPENSION, VARIATION AND TERMINATION

40. Penalty Framework for Breach of Licence Conditions
41. Variation of Terms of Licence
42. Suspension/Cancellation

Issued on 14 March 2022

- 43. Termination of Licence or Cessation of Systems or Services**
- 44. Rights upon Termination, Suspension or Cancellation**
- 45. Exceptions and Limitations on Obligations**
- 46. Compliance with the Law**
- 47. Governing Law**
- 48. Service of Notices**
- 49. Severability**

SCHEDULE OF INTERPRETATION

SCHEDULE A - DESCRIPTION OF THE TELECOMMUNICATION SYSTEMS TO BE ESTABLISHED BY M1 LIMITED AND M1 NETWORK PRIVATE LIMITED

SCHEDULE B - DESCRIPTION OF THE TELECOMMUNICATION SERVICES TO BE PROVIDED BY M1 LIMITED AND M1 NETWORK PRIVATE LIMITED

SCHEDULE C - SPECIFIC TERMS AND CONDITIONS FOR 5G AND/OR INTERNATIONAL MOBILE TELECOMMUNICATION-2020 SYSTEMS AND SERVICES

**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS GRANTED BY
THE INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY
TO M1 LIMITED AND M1 NETWORK PRIVATE LIMITED
UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT 1999**

PART I: THE LICENCE

- A. On 20 December 2019, M1 Limited (“M1”) submitted a letter seeking the Info-communications Media Development Authority’s (hereinafter referred to as the “Authority”) guidance on a proposal for M1 to restructure its operating model, pursuant to which M1 engaged the Authority on its proposed asset separation model for the transfer of certain network assets (“the Transaction”) held by M1 under its Facilities-Based Operations Licence issued by the Authority on 1 April 2000 (and as renewed on 1 April 2017) (“M1’s FBO Licence”).
- B. On 22 March 2021, M1 submitted a letter seeking the Authority’s formal approval to the proposed Transaction, for which the Authority granted its in-principle approval to M1 on 28 April 2021. On 6 October 2021, the Authority granted its in-principle approval for M1 to execute the documentation required for M1 to commence its internal processes relating to the Transaction. As part of the proposed Transaction, M1 Network Private Limited (“M1 Network”) was established on 20 September 2021 and M1 entered into an Asset Transfer Agreement and a Network Services Agreement with M1 Network on 14 October 2021. To regulate the affairs of M1 Network, M1, M1 Network and KDCR Singapore 2 Pte. Ltd. entered into a Subscription and Shareholders’ Agreement on 14 October 2021.
- C. On the basis of the representations, submissions and clarifications made by M1 in its correspondences with the Authority between 20 December 2019 to 2 December 2021, the Authority granted its approval to M1 on 2 December 2021 for the transfer of M1’s network assets (as defined in and set out in a Final Asset Register as at 30 November 2021 pursuant to the Asset Transfer Agreement dated 14 October 2021 between M1 and M1 Network and as set out in M1’s letter dated 22 March 2021 and all subsequent correspondence with

the Authority up to 30 November 2021) (hereinafter, the “Transferred Network Assets”).

- D. Accordingly, the Authority, in exercise of the powers conferred on it under Section 5 of the Telecommunications Act 1999 (hereinafter referred to as “the Act”), hereby grants to M1 and M1 Network (hereinafter referred to as “the Licensee”) this licence (hereinafter referred to as “the Licence”) to establish, install, maintain and operate the telecommunication systems and to provide the telecommunication services as specified in the Licence. All references to the “Licensee” herein shall be to M1 and M1 Network, who shall be jointly and severally responsible for the systems and services in relation to this Licence, and all associated matters and obligations therein, unless otherwise specified in this Licence.
- E. 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 enter into force on the date hereof and shall be valid for a period of fifteen (15) years, unless suspended or cancelled by the Authority in accordance with Condition 42 or terminated by the Licensee in accordance with Condition 43 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 Transferred Network Assets from M1’s FBO licence to this Licence, M1 shall continue to be responsible for complying with all regulatory requirements prescribed by the Authority in respect of the operation and maintenance of the Transferred Network Assets (whether arising from this Licence or on or before 14 March 2022).
- 1A.2 Notwithstanding Condition 1A.1 above, M1 Network shall remain responsible, and liable to the Authority, for all obligations and responsibilities to be

discharged by M1 in respect of the operation and maintenance of the Transferred Network Assets (including without limitation any failure by M1 to comply with its regulatory obligations arising from this Licence or on or before 14 March 2022).

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 to M1 Limited pursuant to the Network Services Agreement during M1 Network’s financial year. The annual fee payable shall be the total of –

- (a) a minimum sum of \$80,000;
- (b) 0.8% of such amount of M1 Network’s audited AGTO for the provision of the services during M1 Network’s financial year that is more than \$50 million up to \$100 million; and
- (c) 1% of such amount of M1 Network’s audited AGTO for the provision of the services during M1 Network’s financial year that is more than \$100 million.

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 \$80,000 shall be payable by the Licensee within two (2) weeks of the grant of the Licence

and shall be adjusted at the end of M1 Network's financial year based on M1 Network's audited AGTO submitted to the Authority.

- 2.4 For the subsequent years, the annual licence fee based on the last available audited AGTO, shall be paid in advance on the first day of M1 Network's financial year, subject to the minimum fee of \$80,000 and subject to adjustment when more recent audited AGTO 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 (herein referred to as the “Systems”), for the provision of the services as described in Schedule B (herein referred to as the “Services”). For the avoidance of doubt, the terms and conditions listed in Schedules A to C of this Licence shall form part of this Licence and are terms and conditions that are binding and enforceable on the Licensee. The Licensee shall not operate or provide any system or service not described in Schedules A and B except with the prior 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 with its 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 its licence application.

PART II: BASIC OBLIGATIONS OF LICENSEE

6 Service Coverage

- 6.1 The Licensee shall provide coverage for the whole island of Singapore (including MRT underground stations/lines and road tunnels), the offshore islands and the territorial waters up to 15km from the coast line of the island of Singapore, except where limitations in service coverage are due to technical requirements imposed by the Authority (e.g., to limit interference with neighbouring countries).

7 Public Emergency Call Services

- 7.1 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.

8 Public Maritime Emergency Services

- 8.1 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.

9 Co-operation with Civil/Public Bodies

9.1 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.

10 Provision of Directory Enquiry Services

10.1 The Licensee shall provide, on request, to any person to whom it provides telecommunication services, directory enquiry services based on an integrated customer database. The Authority reserves the right to require the Licensee to obtain the Authority's prior written approval on any charges it intends to levy for the provision of the directory enquiry services and the Licensee shall comply with such requirement imposed.

10.2 The Authority reserves the right to require the Licensee to provide directory enquiry services for subscribers of other licensees.

11 Provision of Integrated Directories

11.1 The Authority reserves the right to require the Licensee to provide integrated directories for all subscribers at no charge (except with the approval of the Authority) and at annual intervals or any other intervals to be agreed with the Authority.

11.2 The Licensee shall, if necessary, and subject to charges, terms and conditions to be agreed with other licensees, provide integrated directories for their subscribers. In the event that agreement cannot be reached, the matter shall be determined by the Authority, whose decision is final.

12 Integrated Directories and Directory Enquiry Services

12.1 The Licensee shall exchange all relevant customer data with other licensees free-of-charge for the purpose of providing integrated directories and providing integrated directory enquiry services.

PART III: TECHNICAL OBLIGATIONS

13 Use of Telecommunication Equipment in the Systems

- 13.1 Prior to the operation of the Systems, the Licensee shall in accordance with Section 11 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.
- 13.2 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 11 of the Act, whether such other equipment is in addition to or intended to replace the existing equipment or part thereof.

14 Operation of Radio-communication Stations

- 14.1 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.
- 14.2 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.
- 14.3 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.

15 Use of Radio Frequencies

- 15.1 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.
- 15.2 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.

16 Assignment of Numbers

- 16.1 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 the Services. The Licensee shall take all necessary steps to ensure that the numbers assigned are efficiently utilised.
- 16.2 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.
- 16.3 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

17 Requirement to Provide Access

- 17.1 The Licensee shall provide to any person licensed by the Authority to provide telecommunication services in Singapore, means of access to the Systems.
- 17.2 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.
- 17.3 The Licensee shall comply with the Authority's interconnection & access framework, arrangements and requirements, including all relevant codes of practice, directions and notifications which the Authority may issue from time to time.

18 Connection to Other Systems

- 18.1 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.
- 18.2 Notwithstanding Condition 17.1, the Licensee shall cease to connect or refuse to connect to the Systems 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.

18.3 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.

19 Arrangements for Connection to Systems

19.1 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.

19.2 In this Condition, 'Intellectual Property Rights' means, without prejudice to its generality, the rights to patents, trademarks, designs, know-how and copyright.

19.3 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; and
- (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.

20 Changes to Systems

- 20.1 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.
- 20.2 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.

21 Infrastructure Sharing and Deployment

- 21.1 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.
- 21.2 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.

22 Use of and Access to Space and Facilities for Mobile Deployment

- 22.1 The Licensee shall comply with the Authority's requirements for use of and access to space and facilities for mobile deployment, including but not limited to the codes of practice, directions and notifications, which the Authority may issue from time to time.

23 Requirement for Underground Telecommunication Systems

- 23.1 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

24 Price Control/Tariffing Arrangements/Quality of Service Standards

24.1 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.

24.2 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.

24.3 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 Services and price schemes with the Authority before commercial launch or announcement of such Services.

25 Publication of Charges, Terms and Conditions and Other Information

25.1 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.

26 Confidentiality of Subscriber Information

26.1 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.

26.2 Notwithstanding Condition 26.1, 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

27 Codes of Practice and Advisory Guidelines

27.1 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.

28 Number Portability

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

28.2 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.

29 Accounting Separation

29.1 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.

30 Restriction on Undue Preference and Undue Discrimination

30.1 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.

31 Restriction Against Anti-Competitive Arrangements

31.1 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 the Services by the Licensee or any other telecommunication system and/or services licensed by the Authority.

32 Restriction on Exclusive Arrangement for International Services

32.1 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.

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

32.3 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.

33 Contracts with Third Parties to Operate or Provide Licensed Systems or Services

33.1 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.

33.2 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.

33.3 If the Licensee fails to effect the necessary changes referred to in Condition 33.2, the Authority may direct the Licensee to terminate any such joint venture, association, contract or arrangement.

33.4 Nothing in Condition 33.1 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.

34 Board Directorship and Management Appointments

34.1 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 the details of any such change and any further information requested by the Authority.

35 Direction by the Authority

35.1 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.

35.2 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 35.1.

35.3 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.

36 Dispute Resolution

- 36.1 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.
- 36.2 The Authority reserves the right to levy a fee for work undertaken in this respect.

37 Provision of Information to the Authority

- 37.1 The Licensee shall provide the Authority with any document and 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.
- 37.2 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 37.2 to the Authority for inspection and verification.
- 37.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by the Authority pursuant to Condition 37.1, as well as the fact that the Authority has requested for such document and/or information.
- 37.4 The Authority may use and disclose any such document or information provided to the Authority pursuant to Condition 37.1 as the Authority deems fit. Where the Authority proposes to disclose any document or information obtained pursuant to Condition 37.1 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 on whether to disclose the information.

38 Participation in Emergency Activities

38.1 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.

38.2 The Licensee shall, unless expressly notified otherwise, keep in strict confidence any information or document pertaining to Condition 38.1 as well as the fact that the Authority has requested the Licensee to participate in such emergency activities and preparations.

38.3 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.

39 International Obligations

39.1 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.

39.2 The Authority shall notify the Licensee from time to time of any such convention, agreement, arrangement or treaty to which Condition 39.1 applies for its compliance.

PART VII: SUSPENSION, VARIATION AND TERMINATION

40 Penalty Framework for Breach of Licence Conditions

40.1 Where the Licensee breaches any licence condition, the Authority may impose a financial penalty on the Licensee in accordance with Section 10 of the Act.

41 Variation of Terms of Licence

41.1 Pursuant to Section 9(1) of the Act, the Authority may vary or amend any of the terms of this Licence by giving the Licensee at least one (1) month's notice in writing.

42 Suspension/Cancellation

42.1 The Authority may, in any of the events specified in Section 10 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 the Authority thinks fit.

43 Termination of Licence or Cessation of Systems or Services

43.1 In the event that the Licensee desires to terminate its 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 six (6) months in advance.

43.2 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.

43.3 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 43.1 and the Licensee has satisfactorily met the Authority's requirements, if any, to which the Authority's approval is made subject to.

44 Rights upon Termination, Suspension or Cancellation

44.1 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,

suspension or cancellation except that the Licensee shall not have the right to seek a refund of the licence fee or any other fee paid in advance.

45 Exceptions and Limitations on Obligations

45.1 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.

46 Compliance with the Law

46.1 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.

46.2 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.

47 Governing Law

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

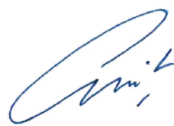
48 Service of Notices

48.1 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 or by electronic mail to the Licensee's electronic mail address as stated in its licence application to the Authority, or such other electronic mail address as notified to the Authority from time to time.

49 Severability

49.1 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 14 March 2022



Aileen Chia
Director-General (Telecoms & Post)
Info-communications Media Development Authority

Issued on 14 March 2022

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 M1 LIMITED AND M1 NETWORK PRIVATE LIMITED**

[Removed]

CONFIDENTIAL

Issued on 14 March 2022

CONFIDENTIAL

SCHEDULE B

**DESCRIPTION OF THE TELECOMMUNICATION SERVICES TO BE
PROVIDED BY M1 LIMITED AND M1 NETWORK PRIVATE LIMITED**

[Removed]

CONFIDENTIAL

Issued on 14 March 2022

CONFIDENTIAL

SCHEDULE C

**SPECIFIC TERMS AND CONDITIONS FOR
5G AND/OR INTERNATIONAL MOBILE TELECOMMUNICATIONS-2020
SYSTEMS AND SERVICES**

[Removed]

CONFIDENTIAL

Issued on 14 March 2022