



**LICENCE TO PROVIDE
FACILITIES-BASED OPERATIONS GRANTED BY
THE INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY
TO ANTINA PTE. LTD. UNDER SECTION 5 OF THE
TELECOMMUNICATIONS ACT (CHAPTER 323)**

ISSUED ON 2 NOVEMBER 2020

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PART I: THE LICENCE

- (A) On 17 February 2020, M1 Limited (“M1”) and StarHub Mobile Pte Ltd (“StarHub Mobile”) (collectively referred to as “the Consortium”) submitted its Proposal in response to the Info-communications Media Development Authority’s (hereinafter referred to as the “Authority”) Call for Proposal Documents for the Provision of Fifth-Generation (5G) Mobile Networks and Services in Singapore issued by the Authority on 17 October 2019, as described in Volume 1 (Instructions to Mobile Network Operators (“MNO”)) as amended, supplemented or varied by the Authority (“CFP Documents”). The Consortium’s Proposal for the Provision of Fifth-Generation (“5G”) Mobile Networks and Services in Singapore and subsequent Clarifications between the Authority and the Consortium regarding its Proposal are collectively referred to as the “5G CFP Submissions”.
- (B) As part of the 5G CFP Submissions, M1 and StarHub Mobile established a joint venture company, Antina Pte. Ltd. (“Antina”), to build and operate a shared Radio Access Network (“RAN”), and provide wholesale telecommunication services (including transmission services leased from M1 and StarHub Ltd connecting the RAN to the respective 5G core networks of M1 and StarHub Mobile) to enable M1 and StarHub Mobile to operate each of their own 5G Mobile Networks and provide 5G Mobile services in accordance with their respective Facilities-Based Operations Licences. To regulate the affairs of Antina and the rights of M1 and StarHub Mobile as shareholders of Antina, M1, StarHub Mobile and Antina entered into a Subscription and Shareholders’ Agreement dated 19 October 2020.
- (C) Separate from the shared RAN that Antina will build and operate and the leased transmission network that will be used for the operation of the RAN, M1 and StarHub Mobile will each build and/or operate their own 5G Core networks, transmission and other network elements in accordance with their respective Facilities-Based Operations Licences.

Issued on 2 November 2020

- (D) Accordingly, the Authority, in exercise of the powers conferred on it under Section 5 of the Telecommunications Act (Cap. 323) (hereinafter referred to as “the Act”) hereby grants a licence (the “Licence”) to Antina (hereinafter referred to as “the Licensee”) to establish, install and maintain the telecommunication systems and to operate and provide the telecommunication services as specified in the 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 38 or terminated by the Licensee in accordance with Condition 39 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.

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 the Licensee’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 the Licensee’s audited AGTO for the provision of the services during the Licensee’s financial year that is more than \$50 million up to \$100 million; and
 - (c) 1% of such amount of the Licensee’s audited AGTO for the provision of the services during the Licensee’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 the Licensee's financial year based on the Licensee'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 the Licensee'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”), subject to the specific terms and conditions set out in Schedules C and D. For the avoidance of doubt, the terms and conditions listed in Schedule A to D 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.

6 Performance Bond

6.1 The Licensee shall provide the Authority with a performance bond to secure the obligations of the Licensee (“PB”). This PB shall be in the form of a Banker’s Guarantee made in favour of the Authority and shall contain the

provisions set out in Schedule D and such other provisions which will be specified by the Authority at a later date (the “Required PB Form”).

- 6.2 The Licensee shall provide the PB within twenty-eight (28) days from the date the Authority issues the finalised Required PB Form. If the Licensee fails to provide the PB within this time, the Authority shall be entitled to suspend this Licence (or any part thereof) immediately by notice in writing.
- 6.3 The Licensee shall not be released from any of its obligations under the Licence by any breach or forfeiture of the performance bond.

PART II: BASIC OBLIGATIONS OF LICENSEE

7 Public Emergency Call Services

- 7.1 The Licensee shall ensure that any person through functioning mobile equipment 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.

PART III: TECHNICAL OBLIGATIONS

10 Use of Telecommunication Equipment in the Systems

- 10.1 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.
- 10.2 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.

11 Operation of Radio-communication Stations

- 11.1 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.
- 11.2 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.
- 11.3 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.

12 Use of Radio Frequencies

- 12.1 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.
- 12.2 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.

13 Assignment of Numbers

- 13.1 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.
- 13.2 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.
- 13.3 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

14 Requirement to Provide Access

- 14.1 The Licensee shall provide to any person licensed by the Authority to provide telecommunication services in Singapore, means of access to the Systems.
- 14.2 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.
- 14.3 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.

15 Connection to Other Systems

- 15.1 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.
- 15.2 Notwithstanding Condition 15.1, 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.

15.3 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.

16 Arrangements for Connection to Systems

16.1 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.

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

16.3 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.

17 Changes to Systems

- 17.1 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.
- 17.2 Where the Authority considers that a change in the Systems referred to in Condition 17.1 would cause another person licensed to provide telecommunication services in Singapore to make major changes to 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.

18 Infrastructure Sharing and Deployment

- 18.1 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.
- 18.2 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.

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

- 19.1 The Licensee shall comply with the Authority's requirements for the 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.

20 Requirement for Underground Telecommunication Systems

20.1 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

21 Price Control/Tariffing Arrangements/Quality of Service Standards

21.1 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.

21.2 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.

21.3 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.

22 Publication of Charges, Terms and Conditions and Other Information

22.1 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.

23 Confidentiality of Subscriber Information

23.1 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.

23.2 Notwithstanding Condition 23.1, 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

24 Codes of Practice and Advisory Guidelines

24.1 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.

25 Accounting Separation

25.1 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.

26 Restriction on Undue Preference and Undue Discrimination

26.1 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.

27 Restriction Against Anti-Competitive Arrangements

27.1 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.

28 Restriction on Exclusive Arrangement for International Services

28.1 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.

28.2 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.

28.3 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.

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

29.1 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.

29.2 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.

29.3 If the Licensee fails to effect the necessary changes referred to in Condition 29.2, the Authority may direct the Licensee to terminate any such joint venture, association, contract or arrangement.

29.4 Nothing in Condition 29.1 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.

30 Board Directorship and Management Appointments

30.1 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.

31 Direction by the Authority

31.1 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.

31.2 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 31.1.

31.3 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.

32 Dispute Resolution

32.1 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.

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

33 Provision of Information to the Authority

33.1 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.

33.2 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 33.2 to the Authority for inspection and verification.

33.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by the Authority pursuant to Condition 33.1, as well as the fact that the Authority has requested for such document and/or information.

33.4 The Authority may use and disclose any such document or information provided to the Authority pursuant to Condition 33.1 as the Authority deems fit. Where the Authority proposes to disclose any document or information obtained pursuant to Condition 33.1 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.

34 Participation in Emergency Activities

- 34.1 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.
- 34.2 The Licensee shall, unless expressly notified otherwise, keep in strict confidence any information or document pertaining to Condition 34.1 as well as the fact that the Authority has requested the Licensee to participate in such emergency activities and preparations.
- 34.3 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.

35 International Obligations

- 35.1 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.
- 35.2 The Authority shall notify the Licensee from time to time of any such convention, agreement, arrangement or treaty to which Condition 35.1 applies for its compliance.

PART VII: SUSPENSION, VARIATION AND TERMINATION

36 Penalty Framework for Breach of Licence Conditions

36.1 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. The Authority may also forfeit any monies payable under the performance bond as stated in Condition 6.

37 Variation of Terms of Licence

37.1 Pursuant to Section 7(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.

38 Suspension/Cancellation

38.1 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 the Authority thinks fit.

39 Termination of Licence or Cessation of Systems or Services

39.1 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.

39.2 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.

39.3 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 39.1 and the Licensee has satisfactorily met the Authority's requirements, if any, to which the Authority's approval is made subject to.

40 Rights upon Termination, Suspension or Cancellation

40.1 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.

41 Exceptions and Limitations on Obligations

41.1 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.

42 Compliance with the Law

42.1 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.

42.2 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.

43 Governing Law

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

44 Service of Notices

44.1 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.

45 Severability

45.1 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 2 November 2020



Aileen Chia
Director-General (Telecoms & Post)
Deputy CE (Policy, Regulation & Competition Development)
Info-communications Media Development Authority

Issued on 2 November 2020

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.

SCHEDULE A

DESCRIPTION OF THE TELECOMMUNICATION SYSTEMS TO BE ESTABLISHED BY ANTINA PTE. LTD.

[Licensee specific details have been removed]

SCHEDULE B

**DESCRIPTION OF THE TELECOMMUNICATION SERVICES TO BE
PROVIDED BY ANTINA PTE. LTD.**

[Licensee specific details have been removed]

SCHEDULE C

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

[Licensee specific details have been removed]

SCHEDULE D

REQUIRED PERFORMANCE BOND FORM

[Licensee specific details have been removed]