GUIDELINES ON SUBMISSION OF APPLICATION FOR MARKET TRIAL LICENCE

1 INTRODUCTION

- 1.1 The Info-communications Media Development Authority (the "Authority") has adopted two separate licensing frameworks for market trials and technical trials on telecommunication systems and services.
- 1.2 These guidelines describe the Authority's licensing framework for market trials and set out the submission requirements for any person intending to conduct a market trial on telecommunication systems and services in Singapore. The Authority's Market Trial ("MT") licensing scheme aims to encourage and facilitate the development and expansion of the info-communications industry in Singapore through investment in infrastructure and deployment of new technologies.

2 SCOPE OF MARKET TRIALS

- 2.1 Market trials are trials in which telecommunication operators charge participants (who may be members of the public) for the use of the telecommunication systems and services on trial. Such trials may be conducted for the purpose of equipment testing, R&D or to assess the commercial potential of a new technology, service or product that is not commercially deployed or offered in Singapore. Persons who are required to obtain an MT Licence for their market trial include the following:
 - (a) A person who does not already hold a licence from the Authority which would allow the provision of the telecommunication systems and/or services which are intended to be used or provided in the market trial:
 - (b) An existing licensee whose licence does not allow the provision of the specific telecommunication systems and/or services which are intended to be used or provided in the market trial; or



- (c) An existing licensee who does not have the required radio frequency for its market trial (including those who are intending to provide services during their trial which are beyond the scope of their existing spectrum right or licence).
- 2.2 Persons intending to conduct market trials should note that separate licences or authorisations may be required from other government agencies in relation to the deployment and/or provision of certain types of telecommunication systems or services in Singapore.¹

3 GENERAL LICENSING AND REGULATORY FRAMEWORK

Licensing Framework

- 3.1 Persons interested to apply for an MT Licence shall submit their application for a licence to the Authority in accordance with the requirements and procedure outlined in sections 3 and 4 of these guidelines.
- 3.2 The Authority will not pre-determine the number of MT Licences to be issued. There may however be frequency spectrum or other resource or physical constraints that can limit the number of licences available for certain systems or services. There are no foreign equity limits imposed on MT Licensees. However, each MT Licensee shall be a company incorporated or registered under the Companies Act (Cap 50).²
- 3.3 The Authority will evaluate each application for an MT Licence based on its merits and will take into account the following in its evaluation:
 - (a) aim and coverage of the trial;
 - (b) the type of technology, service and product to be on trial; and
 - (c) applicant's technical and service plans and technical capability to implement the plans.
- 3.4 The Authority will also consider the benefits that may be brought by the applicant's market trial to local industry and consumers and to the Singapore economy as a whole; enhancement of the telecommunication infrastructure, capacity, capability and connectivity; and range and choice of products and

¹ For example, a Market Trial Licensee may need to comply with terms and conditions that may be imposed by the Info-communications Media Development Authority if the Licensee intends to distribute any Internet content.

² For further information on incorporation or registration of companies, applicants may wish to refer to the website of the Accounting and Corporate Regulatory Authority of Singapore at www.acra.gov.sg.

- services offerings, before granting an MT licence to the applicant.
- 3.5 Applicants shall submit their application for an MT Licence in the form stipulated by the Authority (available on the Authority website at www.imda.gov.sg³). Applicants should refer to the application form for the basic information which is to be provided in their application.
- 3.6 Applicants who intend to deploy wireless technology platforms during their trial must apply for the required radio frequency spectrum. The number of MT Licences available for wireless deployment will be largely dependent on the availability of radio frequency spectrum and the Authority's bandwidth plan. Spectrum will only be assigned to MT Licensees for the duration of their trial. The Authority reserves the right to re-claim or change such spectrum as it deems fit, by giving affected licensees the required notice specified in the Telecommunications (Radio-communication) Regulations. The Authority does not guarantee that spectrum allocated during a market trial will be made available to MT Licensees for subsequent commercial use or deployment. Interested parties are invited to review the Authority's Radio Spectrum Master Plan (available on the Authority website) for further details concerning the planning and availability of radio frequency spectrum in Singapore.

Regulatory Framework

3.7 All MT Licensees will be regulated in accordance with the licensing and regulatory frameworks established by the Authority, which are formulated under the provisions of the Telecommunications Act (Cap 323). Interested parties may refer to the Authority website for copies of a generic MT Licence and other relevant guidelines, codes and regulations issued by the Authority.

Licence Fees and Licence Duration

- 3.8 Successful applicants for an MT Licence are required to pay S\$2,500 for the MT Licence. In addition, where there is use of spectrum during the trial, the applicant will be required to complete and submit the relevant radio-communication station/network licence application and pay the applicable fees. Such fees may include:
 - (a) Station/Network fees;
 - (b) Application & Processing fees for use of frequency(s); and
 - (c) Frequency(s) fees (which are bandwidth dependant).

³ The relevant information and documents may be found under The Regulations, Licensing and Consultation section of the Authority's website.

Details of the above fees are set out in **Annex 1**⁴. (For the purposes of an MT Licence, the annual frequency usage fees and annual station/network fees shall be pro-rated based on a six (6) month period.)

3.9 Each MT Licence shall be valid for a period of six (6) months from the date of issue. MT Licences are generally not renewable and licensees intending to provide the service on a commercial basis after the trial should obtain the relevant licence from the Authority. However, should a licensee wish to extend its market trial, the Authority may grant an extension of the validity of an MT Licence for a further period of six (6) months based on the merits of the case. Applications for such an extension should be made not less than one (1) month before the expiry of an MT Licence failing which a licensee shall be required to cease its trial upon the expiry of its MT Licence and pending the Authority's consideration of its request for an extension. If the Authority grants an extension of an MT Licence, the licensee will be subject to fees specified in paragraph 3.8 for the extension period.

Note:

Licence fees paid shall not be refunded (whether on a pro-rated basis or any other basis) in the event that the licence is cancelled by the Authority in the following circumstances:

- (i) where the licensee requests for variation or early termination of its licence, or
- (ii) where the Authority cancels the licence under Section 8 of the Telecommunications Act (Cap 323).

Banker's Guarantee

3.10 If an MT Licensee intends to collect monetary deposits or issue prepaid cards for collection of payments from their trial participants (other than credit cards), the licensee shall procure a banker's guarantee of S\$100,000 or an amount equivalent to the total face value of the prepaid cards it intends to issue or the total value of the monetary deposits it intends to collect, whichever is lower, to be provided to and made in favour of the Authority. The banker's guarantee must be issued by a Monetary Authority of Singapore ("MAS") licensed bank in Singapore acceptable to the Authority and shall be in such form and contain such terms and conditions as the Authority may specify from time to time. A

⁴ The authoritative table of fees is found in First Schedule of the Telecommunications (Radio-communication) Regulations (Cap 323, Rg 5).

specimen copy of such a banker's guarantee is attached in **Annex 2**.

3.11 An MT Licensee shall seek prior written approval from the Authority if it wishes to increase the total face value of the prepaid cards it intends to issue or monetary deposits it intends to collect during its market trial. If such approval is granted by the Authority, the Authority may require the licensee to increase the amount of its banker's guarantee or provide an additional banker's guarantee.

Others

- 3.12 MT Licensees shall not impose any obligations on trial participants that would require them to subscribe to any public or commercial service that may be offered by the licensee in the future.
- 3.13 If an MT Licensee intends to launch its trial service on a commercial basis at the end of its market trial, it must obtain the appropriate licence from the Authority, or expand an existing licence to include the new systems and/or services.
- The grant of an MT Licence by the Authority shall not be construed in any way as an approval or indication of future approval from the Authority that any other licence or right shall be granted to an MT Licensee who wishes to offer its trial services on a commercial basis after the conclusion of its market trial.

4 LICENCE APPLICATION PROCEDURE

4.1 Each applicant for an MT Licence shall submit a duly completed application form with the information and documents stipulated in the application form. An applicant intending to use radio spectrum during its market trial shall also submit a duly completed radio-communication station/network application form (as prescribed by the Authority). The completed forms are to be submitted to the Authority together with the applicable application / processing fees at the following address:

Info-communications Media Development Authority 10 Pasir Panjang Road #03-01 Mapletree Business City Singapore 117438

Attention: Director-General (Telecoms & Post)

4.2 Unless requested by the applicant, the Authority may disclose the identities, including the composition of the applicants. A list of MT licensed by the Authority will be posted on the Authority website. The Authority also reserves the right to disclose any information submitted by applicants where the Authority deems necessary for purposes of clarifying the licences awarded. All

other information will be treated in confidence.

- 4.3 When processing an application, the Authority may seek clarification and additional information from the applicant arising from the application. Successful applicants will generally be granted their licences within three (3) weeks of application submission, provided that the applicant has submitted all the necessary information requested by the Authority for evaluation purposes and the Authority has completed all necessary clarifications with the applicant.
- 4.4 Applicants must ensure that the information and representations submitted in their applications are accurate in all aspects. Any change in the information contained in the application form, and subsequent information provided to the Authority, must be immediately notified to the Authority.
- 4.5 MT Licensees are required to seek the prior approval of the Authority for any changes to the scope of its licensed operations and services. The Authority will update the licence accordingly.

5 CORRESPONDENCE / ENQUIRIES

5.1 Any enquiries concerning these guidelines are welcome. Please submit your enquiries in writing, and indicate clearly on the cover "Enquiries on Market Trial Licensing." Enquiries should be addressed to:

Info-communications Media Development Authority 10 Pasir Panjang Road #03-01 Mapletree Business City Singapore 117438

Attention: Director-General (Telecoms & Post)

The Authority reserves the right to publish queries submitted in relation to the MT licensing framework or these guidelines and the Authority's corresponding replies on the Authority website, unless information submitted with such queries is deemed to be commercially sensitive by the inquiring party and justified accordingly to the Authority.

Notes:

This document has no legal standing and is not intended as a substitute for legal advice. While every effort has been made to provide an accurate and authoritative account of the licensing regime, the licence(s) to be granted to successful applicants will be the complete authoritative text.

- The information contained in this document is intended to assist interested parties in applying for the relevant licences. It does not bind the Authority to any particular course of action in relation to the handling of any application, or to the terms of any licence to be granted, or to grant any licence to any party. The Authority reserves the right to change its policies and/or to amend this document without prior notice.
- The grant of a licence is at the sole discretion of the Authority. The Authority reserves the right not to accept any application submitted. The Authority will undertake to explain to the applicant concerned, on the applicant's request, why the applicant is unsuccessful in its application for a licence.
- The Authority reserves the right to disclose the identities of parties who have submitted applications. All other information received will be treated in confidence.

ONE-TIME APPLICATION & PROCESSING FEES FOR USE OF RADIO FREQUENCY

Category	Fee payable per frequency*
c1. Commonly Assigned Frequencies (for temporary or occasional use)	\$100
2. All Other Frequencies (including satellite downlink frequencies)	\$300

GST

ANNUAL FEES FOR USE OF RADIO FREQUENCY

1. Fees for the use of a radio frequency on an exclusive basis:

Radiocommunication Service	Radio Frequency Bands	Occupied Bandwidth (X)	Fee payable per frequency per annum*
	All	X ≤ 25 kHz	\$400
Broadcasting	Frequency	25 kHz < X ≤ 500 kHz	\$800
Disaddadanig	Bands	500 kHz < X ≤ 10 MHz	\$12,100
		X ≤ 25 kHz	\$400
	All	25 kHz < X ≤ 500 kHz	\$1,100
Fixed	Frequency	500 kHz < X ≤ 10	\$2,900
1 1/100	Bands	MHz	
	2440	10 MHz < X ≤ 20 MHz	\$7,700
		X > 20 MHz	\$10,700
	All Frequency Bands	X ≤ 25 kHz	\$400
		25 kHz < X ≤ 500 kHz	\$500
Private Mobile Radio		500 kHz < X ≤ 10 MHz	\$9,200
		10 MHz < X ≤ 20 MHz	\$29,800
		X > 20 MHz	\$44,500
	All	per 5MHz of occupied	. ,
Public Mobile Radio	Frequency	bandwidth or part	\$7,700
	Bands	thereof	
		X ≤ 25 kHz	\$400
	All	25 kHz < X ≤ 500 kHz	\$1,100
Others		500 kHz < X ≤ 10	\$15,100
Ouicis	Frequency Bands	MHz	
	Darius	10 MHz < X ≤ 20 MHz	\$29,800
* 5 / " 007		X > 20 MHz	\$44,500

^{*} Excluding GST

2. Fees for the use of a radio frequency on a shared basis (where the occupied bandwidth falls within two or more categories of radio frequency bands, the fees payable in respect of the lower radio frequency band will apply):

Radiocommunication Service	Radio Frequency Bands	Occupied Bandwidth (X)	Fee payable per frequency per annum*
Fixed	Below	X ≤ 25 kHz	\$300
	10 GHz	25 kHz < X ≤ 500	\$400

Radiocommunication Service	Radio Frequency Bands	Occupied Bandwidth (X)	Fee payable per frequency per annum*
		kHz	
		500 kHz < X ≤ 10 MHz	\$800
		10 MHz < X ≤ 20 MHz	\$1,800
		X > 20 MHz	\$2,400
	10 GHz –	X ≤ 25 kHz	\$300
	15.7 GHz	25 kHz < X ≤ 500 kHz	\$400
		500 kHz < X ≤ 10 MHz	\$500
		10 MHz < X ≤ 20 MHz	\$900
		X > 20 MHz	\$1,200
	15.7 GHz	X ≤ 25 kHz	\$300
	– 21.2 GHz	25 kHz < X ≤ 500 kHz	\$400
		500 kHz < X ≤ 10 MHz	\$500
		10 MHz < X ≤ 20 MHz	\$700
		X > 20 MHz	\$900
	Above	X ≤ 25 kHz	\$300
	21.2 GHz	25 kHz < X ≤ 500 kHz	\$400
		500 kHz < X ≤ 10 MHz	\$500
		10 MHz < X ≤ 20 MHz	\$600
		X > 20 MHz	\$700
		X ≤ 25 kHz	\$300
		25 kHz < X ≤ 500 kHz	\$400
Radiodetermination	Below 3 GHz	500 kHz < X ≤ 10 MHz	\$1,800
(Non- Aeronautical)		10 MHz < X ≤ 20 MHz	\$3,200
		X > 20 MHz	\$4,700
	3 GHz -	X ≤ 25 kHz	\$300
	5.85 GHz	25 kHz < X ≤ 500	\$400

Radiocommunication Service	Radio Frequency Bands	Occupied Bandwidth (X)	Fee payable per frequency per annum*
		kHz	
		500 kHz < X ≤ 10 MHz	\$1,000
		10 MHz < X ≤ 20 MHz	\$1,800
		X > 20 MHz	\$2,500
		X ≤ 25 kHz	\$300
	Above	25 kHz < X ≤ 500 kHz	\$400
	5.85 GHz	500 kHz < X ≤ 10 MHz	\$700
		10 MHz < X ≤ 20 MHz	\$1,000
		X > 20 MHz	\$1,400
		X ≤ 25 kHz	\$300
	AII	25 kHz < X ≤ 500 kHz	\$400
Satellite (GeoStationary Orbit)	All Frequency Bands	500 kHz < X ≤ 10 MHz	\$700
, ,		10 MHz < X ≤ 20 MHz	\$1,000
		X > 20 MHz	\$1,600
		X ≤ 25 kHz	\$300
	All Frequency Bands	25 kHz < X ≤ 500 kHz	\$400
Satellite (Non- GeoStationary Orbit)		500 kHz < X ≤ 10 MHz	\$1,500
,		10 MHz < X ≤ 20 MHz	\$2,800
		X > 20 MHz	\$4,700
		X ≤ 25 kHz	\$300
	A II	25 kHz < X ≤ 500 kHz	\$400
Private Mobile Radio	All Frequency	500 kHz < X ≤ 10 MHz	\$2,500
	Bands	10 MHz < X ≤ 20 MHz	\$7,600
		X > 20 MHz	\$11,300
Radiodetermination	All	X ≤ 25 kHz	\$300
(Aeronautical)	Frequency	25 kHz < X ≤ 500	\$400

Radiocommunication Service	Radio Frequency Bands	Occupied Bandwidth (X)	Fee payable per frequency per annum*
	Bands	kHz	
		500 kHz < X ≤ 10 MHz	\$2,100
		10 MHz < X ≤ 20 MHz	\$4,000
		X > 20 MHz	\$5,800
		X ≤ 25 kHz	\$300
	All Frequency	25 kHz < X ≤ 500 kHz	\$500
Others		500 kHz < X ≤ 10 MHz	\$4,000
	Bands	10 MHz < X ≤ 20 MHz	\$7,700
		X > 20 MHz	\$11,300

^{*} Excluding GST

Radio Frequency Spectrum	Fee payable per frequency per annum*		
Common Frequencies for In-building or On-site Wireless Systems —	ISM Band	Non ISM Band	
(a) bandwidth of 20 MHz or less	\$50	\$100	
(b) bandwidth of more than 20 MHz but not exceeding 50 MHz	\$100	\$200	
(c) bandwidth of more than 50 MHz	\$150	\$300	
Block of Assigned Frequencies for Multi-channel Radio Communication Networks and Systems	\$15		

^{*} Excluding GST

ANNUAL FEES FOR STATION LICENCE AND NETWORK LICENCE

Туре	e of lice	ences		Fee	payable per annum
1.	Ship	Station	ı		\$50
2.	Aircra	aft Stat	ion		\$50
3.	Amat	eur Sta (a) (b)	ation – General Class Restricted Class		\$50 \$25
4.	Experimental Station				\$50
5.	Local Station Device crane Device	on- (a) ces es)	adio-communication Remote Control (aircraft models and Local Area Paging Base Station Wireless Microphones	(i) (ii) (ii) (ii)	\$50 (Business use) \$50 \$25 (Personal use) \$50 (Business use) \$25 (Personal use)
	(d) Transceivers (CB Wa Talkies)	•	(ii)	\$50 (Business use) \$50	
	(e)	Teler or bo	netry or Alarm Systems th	(i)	\$50 for 50 stations or less
	(f)	Wirel Syste	ess Data or Voice ems	(ii)	\$100 for more than 50 stations

	of licences	Fee payable per annum
6.	General Radio-communication Station- (a) Base or Fixed Station (b) Mobile Station (c) Fixed Link or Relay Station (d) Radiodetermination Station (e) Coast Station (f) Aeronautical Station	\$100 \$50 \$100 \$50 \$100 \$100
7.	(a) Very Small Aperture Terminal (VSAT) (b) Tracking, Telemetry and Command (TT&C) Earth Station (c) Earth Station (d) Portable Satellite Communication Terminal	\$100 \$100 \$100 \$50
8.	Localised Private Network (a) Portable or Mobile Station (b) Base or Repeater Station	\$100 per network \$100
9.	Wide-area Private Network (a) Portable or Mobile Station (b) Base or Repeater Station	\$500 per group of 50 stations or part thereof \$100
10.	Public Mobile Network (a) 300 Base Stations or less (b) 301-500 Base Stations (c) 501-700 Base Stations (d) 701 Base Stations or more	\$100 per station \$80 per station for all stations \$60 per station for all stations \$40 per station for all stations
11.	Fixed Wireless Network	\$500 per group of 50 stations or part thereof

Type of licences	Fee payable per annum
12. Special Purpose Station	\$50

SPECIMEN COPY OF BANKER'S GUARANTEE

[LETTERHEAD OF INSURANCE COMPANY/BANK]

[Date]

To:

Info-communications Media Development Authority 10 Pasir Panjang Road, #03-01 Mapletree Business City, Singapore 117438

Attn: Director (Competition & Market Access)

WHEREAS

- (A) Pursuant to an application dated [date of submission of application for licence] (the "Application") made by [name of licensee] (the "Licensee") of [registered address of licensee] to the Info-communications Media Development Authority ("the Authority") to be a licensed to conduct a market trial in Singapore under Section 5 of the Telecommunications Act (Cap 323) ("the Act"), the Authority has granted a Market Trial Licence (the "Licence") to the Licensee on [date of grant of licence].
- (B) The Licence conditions require the Licensee to provide a guarantee in favour of the Authority if it intends to collect money deposits or use prepaid cards for the collection of payments from its customers.
- (C) We, **[name of approved insurance company/bank]** (the "Guarantor"), agree to provide this unconditional guarantee (the "Guarantee") to the Authority pursuant to the Licence conditions subject to the terms and conditions herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the Authority's approval for the Licensee to collect money deposits or use prepaid cards for the collection of payments from its customers pursuant to the Licence, the Guarantor agrees to provide this unconditional Guarantee to secure the due performance of the Licensee's commitments as stated in the Application in accordance with the terms and conditions herein.
- 2. The Guarantor irrevocably undertakes and covenants to pay in full upon written demand by the Authority, any sum or sums that may, from time to time, be demanded by the Authority up to a maximum aggregate sum of [One Hundred Thousand Singapore Dollars (\$\$100,000.00) or an amount equivalent to the total face value of the cards it intends to issue or the total value of the monetary deposits it intends to collect, whichever is lower] (the "Guaranteed Sum") if in the Authority's sole and absolute opinion, which shall be conclusive for this purpose, the Licensee Version 2 3 December 2018

fails to perform the commitments indicated in the Application.

- 3. Any sum or sums so demanded by the Authority under this Guarantee pursuant to the terms and conditions hereof shall be paid forthwith by the Guarantor:
 - a. Within five (5) business days after the date of receipt of the written demand by the Authority, failing which the Guarantor shall pay interest to the Authority at the prevailing prime rate of the Guarantor;
 - b. Unconditionally;
 - c. Without any deductions whatsoever;
 - d. Without any enquiry, reference or notice whatsoever to the Licensee or any other party;
 - e. Without requiring any proof whatsoever that the Authority is entitled to such sum or sums, or that the Licensee has otherwise failed to meet its commitments indicated in the Application; and
 - f. Notwithstanding the existence of any differences or disputes between the Authority and the Licensee pending before any court, tribunal arbitrator, or any other authority.
- 4. Each demand by the Authority shall be by way of a certificate signed by an authorised officer of the Authority substantially in the form as set out in the Schedule. The authorised officer shall be any person who is appointed as such by the Authority and shall be subject to such change as may be deemed necessary by the Authority. The Authority may not make a demand in any other manner except as expressly provided in this Guarantee.
- 5. All payments by the Guarantor to the Authority shall be by way of a Singapore dollar crossed cheque, drawn on a bank in Singapore and made in favour of the "Infocommunications Media Development Authority".
- 6. Any written demand or notice by the Authority under this Guarantee shall be sent to the Guarantor by hand delivery, courier service or postage prepaid registered mail and shall be deemed received by the Guarantor one (1) business day after the date of such written demand.
- 7. For the avoidance of doubt, the Authority may make more than one (1) demand under this Guarantee so long as the total sums demanded do not exceed Guaranteed Sum. Any payments under this Guarantee by the Guarantor shall reduce the Guarantor's liability under this Guarantee for such amounts accordingly.
- 8. The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Authority and the Licensee with or without the Guarantor's consent including but not limited to:
 - a. any alteration in the obligations or commitments undertaken by the Licensee; or
- b. any forbearance on the part of the Authority whether as to amount, time, Version 2 3 December 2018 Page 17 of 19

performance, or any other obligation or commitment undertaken by the Licensee.

- 9. For the purpose of this Guarantee, the Guarantor expressly waives any right it may have under law to require that the Authority proceeds against the Licensee or any other party or to take any procedures or steps other than as specified herein prior to proceedings against the Guarantor under this Guarantee.
- 10. This Guarantee shall take effect as of the date of the grant of the Licence [date of grant of the licence] and shall remain in force up to and including [expiry date of the licence] (the "Guarantee Validity Period").
- 11. Any demand under this Guarantee shall be made before the expiry of three (3) calendar months from the end of Guarantee Validity Period. Thereafter, save to the extent that the Authority shall have previously made any demand under this Guarantee and the sum so demanded by the Authority remains outstanding and owing to the Authority by the Guarantor, all liability under this Guarantee shall cease and this Guarantee shall become null and void notwithstanding that it is not returned to the Guarantor for cancellation.
- 12. The Guarantor agrees that it shall not revoke this Guarantee during its currency without the Authority's prior written consent.
- 13. A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Guarantee.
- 14. This Guarantee shall be governed by and construed in accordance with the laws of Singapore and the Guarantor hereby submits to the exclusive jurisdiction of the courts of Singapore.

For and on behalf of [name of aforementioned insurance company/bank]:

Signature of authorised officer	
Name:	
NRIC No:	
Designation:	

SCHEDULE

CERTIFICATE OF DEFAULT

[date]

To: [name of Guarantor]

[address of Guarantor]

Dear Sirs

GUARANTEE ON COMMITMENTS OF [name of Licensee]

We refer to the Guarantee dated **[date of Guarantee]**. Terms defined in the Guarantee shall, unless otherwise defined herein, have the same meaning in this certificate of default.

We hereby certify that **[name of Licensee]** has failed to perform the commitments made to the Info-communications Media Development Authority as indicated in the Application.

Pursuant to the Guarantee, we now make a demand for the sum of S\$[**].

[Insert name of authorised officer of IMDA]

For and on behalf of Info-communications Media Development Authority