

**LICENCE TO PROVIDE FACILITIES-BASED OPERATIONS
(FORMERLY KNOWN AS LICENCE FOR
TERRESTRIAL TELECOMMUNICATION SYSTEM
USED FOR DELIVERY AND TRANSMISSION OF
SUBSCRIPTION NATIONWIDE RADIO SERVICES)
GRANTED BY THE INFO-COMMUNICATIONS DEVELOPMENT
AUTHORITY OF SINGAPORE
TO REDIFFUSION PTE LTD
ON 22 SEPTEMBER 1995**

**MODIFIED AND TRANSFERRED ON 1 JULY 2003
RENEWED ON 22 SEPTEMBER 2005**

PART I: INTRODUCTION

- 1 Period of Licence
- 2 Payment of Licence Fee
- 3 Licence is not Transferable
- 4 Description of System

PART II: TECHNICAL OBLIGATIONS

- 5 Use of Telecommunication Equipment in the System
- 6 Telecommunication Links Outside the Licensee's Premises
- 7 Interconnection and Access
- 8 Leakage Control

PART III: OTHER OBLIGATIONS

- 9 Codes of Practice
- 10 Ownership, Shareholding and Management Arrangements
- 11 Dispute Resolution
- 12 Restriction against Anti-Competitive Arrangements
- 13 Restriction on Undue Preference and Undue Discrimination
- 14 Publication of Charges, Terms and Conditions and Other Information
- 15 Provision of Information to IDA
- 16 Contracts with Third Parties to Operate or Provide Licensed Systems or Services
- 17 Directions by IDA
- 18 Secrecy of Directions
- 19 Price Control
- 20 National Emergency and Security

PART IV: VARIATION, SUSPENSION AND TERMINATION

- 21 Penalty Framework for Breach of Licence Conditions
- 22 Variation of Terms of Licence
- 23 Suspension/Cancellation

24	Termination of Licence
25	Rights upon Termination, Suspension or Cancellation
26	Exceptions and Limitations on Obligations
27	Compliance with the Law
28	Governing Law
29	Services of Notices
30	Severability

SCHEDULE OF INTERPRETATION

SCHEDULE A

**LICENCE TO PROVIDE FACILITIES-BASED OPERATIONS
(FORMERLY KNOWN AS LICENCE FOR
TERRESTRIAL TELECOMMUNICATION SYSTEM
USED FOR DELIVERY AND TRANSMISSION OF
SUBSCRIPTION NATIONWIDE RADIO SERVICES)
GRANTED BY THE INFO-COMMUNICATIONS DEVELOPMENT
AUTHORITY OF SINGAPORE
TO REDIFFUSION PTE LTD**

PART I: INTRODUCTION

- (A) On 22 September 1995, the Telecommunication Authority of Singapore (now known as the Info-communications Development Authority of Singapore and hereinafter referred to as “IDA”) , in exercise of its powers under Section 26 of Telecommunication Authority of Singapore Act 1992 , issued this licence (hereinafter referred to as “the Licence”) to Rediffusion (Singapore) Pte Ltd (now known as Reditech (Singapore) Pte Ltd and hereinafter referred to as “the Original Licensee”) to establish, install and maintain a terrestrial telecommunication system (hereinafter referred to as “the System”) for the delivery and transmission of subscription nationwide radio services listed in the Second Schedule of the Singapore Broadcasting Authority Act 1994, (hereafter referred to as “subscription nationwide radio services”) subject to the terms and conditions as specified therein.
- (B) On 24 July 2002, IDA, in the exercise of its rights under the Licence and its powers under Section 7 of the Telecommunications Act 1999, duly notified the Original Licensee of modifications to be made to the terms and conditions of the Licence, which modifications came into effect on 24 August 2002.
- (D) On 12 November 2003, IDA, in the exercise of its rights under condition 3 of the Licence, approved the transfer of the Licence from the Original Licensee to Rediffusion Communications Services (Singapore) Pte Ltd (now known as Rediffusion Pte Ltd and hereinafter referred to as “the

Licensee”) with effect from 1 July 2003 subject to the terms and conditions set out therein.

- (E) On 1 September 2005, the Licensee applied to IDA for a further renewal of the Licence. IDA hereby approves the renewal of the Licence subject to the terms and conditions set out herein which shall be referred to and taken by all parties concerned as the Licence.

1 Period of Licence

- 1.1 The Licence is renewed on 22 September 2005 and shall be valid for a period of five years from such date.
- 1.2 The Licence may be further renewed for such period as IDA thinks fit and subject to such terms and conditions as may be specified by IDA under Section 5 of the Act

2 Payment of Licence Fee

- 2.1 The Licensee shall pay to IDA an annual fee of \$5,000 within 2 weeks of the renewal of the Licence. For subsequent years, the annual licence fee of \$5,000 shall be paid by the Licensee to IDA by no later than the 22nd day of September.
- 2.2 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 IDA interest on the amount from time to time outstanding in respect of the overdue sum from the period beginning on its due date and ending on the date of its receipt in full by IDA, which interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed and a 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.

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 written approval of IDA.
- 3.2 Any such approval shall be given subject to terms and conditions which IDA, in its discretion, may impose.

4 Description of System

- 4.1 The Licensee shall maintain and operate the System as defined in Schedule A for the delivery and transmission of the subscription nationwide radio services. The Licensee shall not operate or provide any system not described in Schedule A except with the prior approval of IDA.
- 4.2 Where the Licensee wishes to introduce a new system or makes changes to any system, the Licensee shall provide IDA such technical and/or non-technical information as may be required by IDA within such period as may be specified by IDA.

PART II: TECHNICAL OBLIGATIONS

5 Use of Telecommunication Equipment in the System

- 5.1 Prior to the operation of the System, the Licensee shall in accordance with Section 9 of the Act, submit for IDA's approval all telecommunication infrastructure, technology and any telecommunication equipment which is part of the System or which is to be connected to the System.
- 5.2 The Licensee shall seek IDA's prior approval from time to time for any other telecommunication equipment to be used in the operation of the System 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.

6 Telecommunication Links Outside the Licensee's Premises

- 6.1 The Licensee shall have the right to establish or provide any telecommunication links, by wire or cable only for the purpose of transmitting and delivering subscription nationwide radio services only.
- 6.2 Notwithstanding Condition 6.1 above, the Licensee shall submit for IDA's prior information, any new plans for any telecommunication links which the Licensee intends to establish or provide for the purpose of transmitting and delivering subscription nationwide radio services only. IDA reserves the right to require the Licensee to amend, alter or rescind any plans with which the Licensee shall comply.

7 Leakage Control

- 7.1 The Licensee shall monitor the leakage from its cable distribution network and shall take the necessary steps, at its own cost, to ensure that the leakage shall not exceed such level as specified by IDA and that such leakage shall not cause interference to or receive interference from other authorised networks.

PART III: ACCESS AND INTERCONNECTION OBLIGATIONS

8 Requirement to Provide Access

- 8.1 The Licensee shall provide to any person licensed by IDA to provide telecommunication services in Singapore, means of access to the Systems.
- 8.2 The Licensee may, with the prior approval of IDA, impose an access charge upon any person licensed by IDA to provide telecommunication services in Singapore through or with the use of the Systems.
- 8.3 The Licensee shall comply with IDA's Interconnection & Access Framework, Arrangements and Requirements, including Codes of Practice, which IDA may from time to time, issue to the Licensee.

9 Connection to Other Systems

- 9.1 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 IDA for connection to the Systems; and
 - (b) any public or private telecommunication systems approved or licensed by IDA which systems also meet any other requirements, which IDA may from time to time impose.
- 9.2 Notwithstanding Condition 9.1, the Licensee shall cease to connect or refuse to connect to the System any equipment or system that:
- a) has not been approved, licensed or exempted from approval or licensing by IDA; or
 - b) no longer meets the requirements for approval or licensing by IDA, in respect of which IDA has issued a notice to that effect to the person who has under his control such equipment or system.

9.3 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 IDA whose decision shall be final.

10 Arrangements for Connection to Systems

10.1 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 IDA. In particular, the Licensee shall not, except where IDA 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.

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

10.3 The Licensee is required to comply with the following technical requirements and safeguards:

- (a) The Licensee shall not manipulate the Calling Line Identity of the original calling party and the original calling party Calling Line Identity shall be passed on in the conveyance of a call accordingly.
- (b) The Licensee shall not, in the handling of outgoing traffic, manipulate the access code dialled by the calling party.
- (c) The A-bit of the Forward Call Indicator of the Initial Access Message on the ITU-T Signalling System Number 7 ISDN User Part signalling should be set to the value "1" to identify an international incoming call for systems inter-working. Where the Licensee operates a system which does not support ITU-T Signalling System Number 7

signalling, then the Licensee shall route such international incoming calls on specified circuits.

(*Condition 10.3 was added on 26 February 2007)

11 Changes to Systems

11.1 The Licensee shall give notice in writing to IDA 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 IDA.

11.2 Where IDA considers that a change in the Systems referred to in Condition 11.1 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 IDA before implementing such a change.

12 Infrastructure Sharing and Deployment

12.1 The Licensee shall comply with IDA's Framework for Facilities Sharing and Deployment, including Codes of Practice.

12.2 Where IDA considers it necessary for the Licensee to share infrastructure with other telecommunication licensees in designated areas in the national and/or public interest or otherwise, IDA shall inform the licensees accordingly so that licensees can make the necessary arrangements before submitting their infrastructure sharing plans to IDA for approval. The Licensee shall share infrastructure whenever and wherever mandated by IDA in accordance with the Framework for Facilities Sharing and Deployment, including Codes of Practice.

PART IV: SERVICE OBLIGATIONS

13 Price Control/Tariffing Arrangements/Quality of Service Standards

- 13.1 IDA 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.
- 13.2 IDA 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 IDA for inspection.
- 13.3 IDA 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 IDA before commercial launch or announcement of such services.

14 Publication of Charges, Terms and Conditions and Other Information

(* Condition 14.1 was amended w.e.f 18 November 2011)

- 14.1 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 IDA may require the Licensee to publish in relation to the Services.

15 Confidentiality of Subscriber Information

- 15.1 The Licensee shall respect and ensure the confidentiality of subscriber information, especially for ex-directory numbers except under the following circumstances:
- (a) where sharing of information with other licensee is necessary to detect, prevent or investigate into fraud;
 - (b) where disclosure is deemed necessary by IDA or the relevant law enforcement or security agencies to carry out their functions or duties.

PART V: OTHER OBLIGATIONS

16 Codes of Practice

16.1 The Licensee shall comply with the Codes of Practice issued by IDA as well as any additional or supplemental guidelines, which IDA may issue from time to time to the Licensee.

17 Restriction on Undue Preference and Undue Discrimination

17.1 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 IDA 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.

18 Restriction Against Anti-Competitive Arrangements

18.1 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 in relation to the Services or any other telecommunication system and/or services licensed by IDA.

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

19.1 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 IDA's

approval for the joint venture, association, contract or arrangement in question.

19.2 IDA 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.

19.3 If the Licensee fails to effect the necessary changes referred to in Condition 19.2, IDA may direct the Licensee to terminate any such joint venture, association, contract or arrangement.

19.4 Nothing in Condition 19.1 shall be construed as requiring the Licensee to obtain the approval of IDA 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 IDA 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.

20 Management Arrangements

20.1 The Licensee shall seek IDA'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 IDA with the details of any such change and any further information requested by IDA.

21 Direction by IDA

21.1 The Licensee shall strictly and without any undue delay comply with any directions, which IDA may from time to time issue in exercise of its powers, functions or duties under the Act, or in this Licence.

21.2 IDA may, by notice in writing to the Licensee amend, vary or revoke wholly or in part any directions given by it pursuant to Condition 21.1.

21.3 Unless otherwise expressly specified, the Licensee shall safeguard the secrecy of all directions given by IDA. 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 IDA. 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.

22 Dispute Resolution

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

22.2 IDA reserves the right to levy a fee for work undertaken in this respect.

23 Provision of Information to IDA

23.1 The Licensee shall provide IDA with any document and information within its knowledge, custody or control, which IDA may, by notice or direction require. The Licensee undertakes to IDA that any such document and information provided to IDA shall be true, accurate and complete.

23.2 For the purposes of ensuring the Licensee's compliance with the conditions of the Licence, IDA 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 IDA's request, submit the audited accounts and reports prepared under this Condition 23.2 to IDA for inspection and verification.

23.3 The Licensee shall keep in strict confidence any document and information furnished to or so required by IDA pursuant to Condition 23.1, as well as the fact that IDA has requested for such document and/or information.

23.4 IDA may use and disclose any such document or information provided to IDA pursuant to Condition 23.1 as IDA deems fit. Where IDA proposes to disclose any document or information obtained pursuant to Condition 23.1 and IDA 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 reasonable be expected to adversely affect the Licensee's lawful business, commercial or financial affairs, IDA will give the Licensee a reasonable opportunity to make representations on the proposed disclosure before IDA makes a final decision on whether to disclose the information.

24 National Emergency and Security

24.1 The Licensee shall, where directed by IDA, 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.

24.2 The Licensee shall, unless expressly notified, keep in strict confidence any information or document pertaining to Condition 24.1 as well as the fact that IDA has requested the Licensee to participate in such emergency activities and preparations.

24.3 IDA, may from time to time, require the Licensee to submit to IDA 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 IDA, at least one month before such change is intended to be implemented

25 International Obligations

- 25.1 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.
- 25.2 IDA shall notify the Licensee from time to time of any such Convention, Agreement, Arrangement or Treaty to which Condition 25.1 applies for its compliance.

PART V. VARIATION, SUSPENSION AND TERMINATION

26 Penalty Framework for Breach of Licence Conditions

26.1 Where the Licensee breaches any licence condition, IDA may impose a fine on the Licensee in accordance with Section 8 of the Act.

27 Variation of Terms of Licence

27.1 Pursuant to Section 7(1) of the Act, IDA may vary or amend any of the terms of this Licence by giving the Licensee at least one month's notice in writing.

28 Suspension /Cancellation

28.1 IDA 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 fine in such amounts IDA thinks fit.

29 Termination of Licence

29.1 In the event that the Licensee desires to terminate its licence or any of the Services it operates, the Licensee shall seek IDA's approval in writing at least six months in advance.

30 Rights upon Termination, Suspension or Cancellation

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

31 Exceptions and Limitations on Obligations

31.1 The Licensee shall not be held to have failed to comply with its obligations in this Licence if and to the extent that IDA is satisfied that it

is prevented from complying with those obligations for the following reasons:-

- (a) malfunction or failure of any equipment where IDA 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 IDA 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 terminate 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 ceases or abates.

32 Compliance with the Law

32.1 The Licensee shall observe and comply with the Act, the Telecommunications (Radio-communications) Regulations, the International Telecommunication Convention and any other treaty or convention to which Singapore is a party.

32.2 Nothing in this Licence shall be taken as discharging the Licensee from its obligations to obtain any other licences, permits or approvals which may be required under any written law in force in Singapore.

33 Governing Law

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

34 Service of Notices

34.1 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 in the Registry of Companies and Businesses.

35 Severability

35.1 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.

First issued on 22 September 1995

Transferred on 1 July 2003

Renewed on 22 September 2005



Director General (Telecoms)

Info-communications Development Authority of Singapore

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 provision 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 Telecommunication Authority of Singapore Act 1992 (CAP. 323), until such regulations are revoked or repealed by subsidiary legislation made under this Act; and
- (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 or Framework or other rules or documents promulgated by IDA shall be read as reference to such as may be amended from time to time.

SCHEDULE A

**DESCRIPTION OF REDIFFUSION PTE LTD'S SYSTEM
CONFIGURATION**

[Removed]