



SPECTRUM LICENCE

REPUBLIC OF THE UNION OF MYANMAR

**Posts and Telecommunications Department
Ministry of Transport and Communications
Nay Pyi Taw**

Spectrum Licence

Granted to:

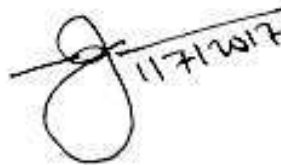
Amara Communications Company Limited

Whose Principal Place of Business is:

No.520(A-5), Pyae Wa Condo, Kabaaye Pagoda Road, Shwegondine, Bahan Township, Yangon

Republic of the Union of Myanmar

Granted on: 1st July, 2017



**SOE THEIN
DIRECTOR GENERAL
POSTS & TELECOMMUNICATIONS DEPARTMENT**



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PART 1 – GRANT

1. GRANT

The Myanmar Telecommunications Regulator, with the permission of the Ministry of Transport and Communications, pursuant to Section 8(a) of the Telecommunications Law, in the exercise of the authority conferred upon it by Section 20 of the Telecommunications Law, hereby grants this Licence to **Amara Communications Company Limited** to use the assigned Radio Spectrum, subject to the Telecommunications Law, the Applicable Regulatory Framework and the Conditions specified herein.

1.1 Scope

This Licence grants the Licensee the right, subject to the Conditions Applicable to All Individual Spectrum Licensees contained in Part Two, the Service-Specific Conditions contained in Part Three and the Licensee-Specific Conditions contained in Part Four, to use the Assigned Frequencies specified in the Appendix, on a Primary Basis, as well as any associated Radio Apparatus, in conjunction with its Associated Operating Licence, for the provision of Telecommunications Services within the territorial limits of Republic of the Union of Myanmar, and between the Republic of the Union of Myanmar and other countries.

1.2 Duration

This Licence is valid and effective from the Effective Date and shall remain in effect until the earlier of:

- a) thirteen years from the Effective Date, subject to 10.3;
- b) any date on which this Licence is terminated pursuant to Condition 3.2;
- c) any date on which the Licensee surrenders this Licence; or
- d) any date on which the Licensee will no longer have any valid Associated Operating Licence.

1.3 Renewal

- a) The Licensee may request renewal of this Licence, pursuant to Section 12(a) of the Telecommunications Law and the Applicable Regulatory Framework, by submitting a written request to the Regulator. Any request for renewal shall be made no earlier than twenty-four (24) months before, and no later than twelve (12) months before.



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- (i) the fifteenth anniversary of the Effective Date; or
 - (ii) If the Licence has been renewed previously, before the Expiry Date.
- b) Upon receiving a request for renewal pursuant to Condition 1.3(a), unless the Regulator and the Licensee agree otherwise, the Regulator will renew this Licence, on the same or substantially similar terms, for the same duration as this Licence period, if:
- (i) the Licensee has substantially complied with:
 - (1) all applicable Primary Legislation;
 - (2) the Applicable Regulatory Framework; and
 - (3) the Conditions contained in this Licence; and
 - (ii) the Licensee pays the Renewal Fee specified in Condition 5.2.
- c) The Regulator will notify the Licensee, in writing, regarding the disposition of any request for renewal by the earlier of:
- (i) twelve (12) months after the date on which the Regulator receives a written request for renewal; or
 - (ii) six (6) months before the Expiry Date.
- d) The duration of the renewed Licence shall not exceed that of the Associated Operating Licence.
- e) The Licensee may request subsequent renewals.

1.4 No Ownership Interest

This Licence does not grant the Licensee any ownership rights in the Assigned Frequencies, and no such rights shall be created or implied by virtue of the Licensee's use of the Assigned Frequencies.

1.5 Relationship to the Associated Operating Licence

The Licensee shall not use the Assigned Frequencies in the provision of Telecommunications Services unless the Associated Operating Licence is and remains in effect.



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PART 2 – CONDITIONS APPLICABLE TO ALL INDIVIDUAL SPECTRUM LICENCES

2. INTRODUCTION

2.1 Definitions

- a) "Affiliate" means an entity that complies with the following test: An entity is an Affiliate of another entity if:
 - (i) the first entity has a Controlling Interest in the second entity;
 - (ii) the second entity has a Controlling Interest in the first entity; or
 - (iii) a third entity has a Controlling Interest in both the first and second entity.
- b) "Appendix" means the appendix to this Licence.
- c) "Applicable Regulatory Framework" means the regulations, rules, notifications, orders, directives, instructions, procedures and codes of practice specified in Condition 4.1(b).
- d) "Assigned Frequencies" means the frequencies assigned to the Licensee, as set forth in the Appendix attached hereto.
- e) "Associated Operating Licence" means the Network Facilities Service (Individual) License granted to the Licensee.
- f) "Change of Control" means a transaction by which a Person obtains a Controlling Interest in the Licensee.
- g) "Condition" means the obligations specified herein to which the grant of this Licence is subject.
- h) "Consumer" means an End User who purchases a Telecommunications Service primarily for his or her personal use.
- i) "Controlling Interest" means an Ownership Interest:
 - (i) whether directly or indirectly, of more than fifty (50) percent of the voting stock, membership interest, general partnership interest or assets in another entity; or
 - (ii) that provides the Person with the right to do any or all of the following:
 - (1) appoint more than fifty (50) percent of the board of directors or management committee of another entity or receive more than fifty (50) percent of the profits of an entity;



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- (2) appoint, promote, demote, and dismiss senior executives who control the day-to-day activities of another entity;
 - (3) make critical investment, administrative or management decisions of another entity;
 - (4) play a decisive role in management decisions of another entity;
 - (5) manage the day-to-day operations of another entity; or
 - (6) make decisions or otherwise engage in practices or activities that determine or significantly influence the nature or types of services provided by another entity, the terms on which those services are offered or the prices charged for such services.
- j) "Co-Primary Basis" means the nature of a right granted to the holder of a Radio Spectrum licence to use specified frequencies, subject to the condition that the licensee shall coordinate with other licensees also licensed on a Co-Primary Basis to limit Harmful Interference to Radio Apparatus and services operating in the relevant frequency bands, and facilitate the introduction of additional Radio Apparatus and services in the relevant frequencies. Other Licensees licensed on a Co-Primary Basis shall refrain from causing Harmful Interference to, and may not require protection from, the Radio Apparatus and services of Other Licensees licensed on a Co-Primary Basis that were previously authorised and operating in the licensed frequencies. All Other Licensees licensed on a Co-Primary Basis are authorised to use the frequencies specified in their respective spectrum licences are entitled to protection from:
- (i) Harmful Interference caused by any other licensee that may be authorised to use the same Radio Spectrum on a Secondary Basis, and
 - (ii) Claims of Harmful Interference from holders of secondary licences with respect to the frequencies.
- k) "Convention" means the treaties of the International Telecommunications Union, to which the Republic of the Union of Myanmar is a party, including any modifications.
- l) "Days" means calendar days.
- m) "End User" means a Person, other than an Other Licensee, to whom a Licensee provides a Telecommunications Service.
- n) "Effective Date" means the date on which this License became legally effective, which is July 1, 2017.



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- o) "Expiry Date" means the date on which the then-current term of this Licence ends, unless previously surrendered or terminated.
- p) "Force Majeure Event" means an event beyond the Licensee's control, such as by war, terrorism, insurrection, civil commotion, public health emergencies, major labour unrest (other than disputes solely between the Licensee and its employees) or any man-made or any natural disasters, such as fire, flood, cyclone, earthquake or extreme weather.
- q) "Harmful Interference" means an emission, radiation, induction, conduction or other electromagnetic effect that endangers the functioning of a radio navigation service or other safety services or that seriously degrades, obstructs or repeatedly interrupts any radio communication service operating in accordance with applicable regulations or administrative determinations and the Convention.
- r) "ITU" means the International Telecommunication Union.
- s) "Licence" means this Radio Spectrum licence granted to **Amara Communications Company Limited**.
- t) "Licensee" means **Amara Communications Company Limited** and does not include any Affiliates of the Licensee.
- u) "Myanmar Telecommunications Regulator" or "Regulator" means the entity, further described in Condition 2.2, with the legal authority to grant licenses and regulate the telecommunications sector in the Republic of the Union of Myanmar.
- v) "National Frequency Allocation Plan" means the plan, adopted by the Ministry pursuant to Section 19 of the Telecommunications Law, pursuant to which the Regulator may assign spectrum.
- w) "National Frequency Assignment Register" means a register containing a list of radio frequency spectrum assignments, including the name of the Licensee, the frequencies assigned, the uses for which they are authorised and any other relevant information contained in the Appendix.
- x) "Other Licensee" means a Person, other than the Licensee, that holds a licence granted by the Regulator for the provision of Telecommunications Services or the use of Radio Spectrum, or is otherwise authorised to provide such services, or use such Radio Spectrum, in the Republic of the Union of Myanmar.
- y) "Ownership Rights" means a legal or beneficial interest in a percentage of shares, profit or assets of an entity.
- z) "Performance Bond" means the bond specified in Condition 14.13 of the Associated Operating Licence.
- aa) "Person" means any governmental body, legal entity or individual.



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- bb) "Primary Basis" means the nature of a right granted to the holder of a Radio Spectrum licence, pursuant to which the licensee is the only Person authorised to use the specified frequencies on a Primary Basis, and who is also entitled to protection from:
- (i) Harmful Interference caused by any other licensee who may be authorised to use the same spectrum on a Secondary Basis, and
 - (ii) claims of Harmful Interference by any such licensee.
- cc) "Primary Legislation" means the Constitution of the Republic of the Union of Myanmar and any statutes enacted by the Union Parliament and signed by the Union President.
- dd) "Radio Apparatus" means any equipment, machinery or device used for the transmission of radio signals utilising Radio Spectrum.
- ee) "Radio Spectrum" means a radio frequency or frequencies of naturally propagated electromagnetic waves that are used for the transmission and reception of electronic communications signals.
- ff) "Radio Station" means facilities for the transmission of radio signals.
- gg) "Relevant Revenue" means: the portion of the revenue that the Licensee receives from the provision of Telecommunications Services to End Users and to Other Licensees pursuant to its Associated Operating Licence minus payments that the Licensee makes to Other Licensees for interconnection, access or wholesale services that the Licensee uses to provide those services.
- hh) "Renewal Fee" means a fee that the Licensee must pay in order to have this Licence renewed for an additional period.
- ii) "Secondary Basis" means the nature of a right granted to a holder of a Radio Spectrum licence that is authorised to use specified frequencies subject to the condition that such licensee does not cause any Harmful Interference to, or claim protection from any Harmful Interference caused by, other licensees who have been granted the right to use the same frequency bands on a Primary Basis or Co-Primary Basis.
- jj) "Sub-license" means any segregation or partition of the radio frequency usage rights granted herein and shall include any arrangement by the Licensee to share radio frequency rights with one or more third parties, including any Affiliate.
- kk) "Spectrum Licence Fee" means the fee paid by the Licensee as a condition for the award of this Licence.
- ll) "Spectrum Management Fee" means the recurring fee, imposed by the Regulator, to cover the cost of maintaining the spectrum allocation system and monitoring spectrum usage, and to ensure that spectrum is used efficiently.



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- mm) "Spectrum Sharing" means the sharing of the same portion of the Radio Spectrum, or the pooling of different portions of the Radio Spectrum, by two or more Licensees for the provision of the Telecommunications Services.
- nn) "Spectrum Sharing Agreement" means an agreement pursuant to which two or more Licensees agree, subject to the approval of the Regulator, to engage in Spectrum Sharing.
- oo) "Spectrum Access" means the making available of a specific portion of the Radio Spectrum to an Other Licensee, under defined conditions, for the purpose of providing Telecommunications Services.
- pp) "Spectrum Access Agreement" means an agreement pursuant to which one Licensee agrees, subject to the approval of the Regulator, to provide Spectrum Access to an Other Licensee.
- qq) "Telecommunications Law" means the Telecommunications Law 2013 enacted by the Union Parliament and signed by the President of the Republic of the Union of Myanmar.

2.2 Interpretation

For the purpose of interpreting this Licence:

- a) The term "Myanmar Telecommunications Regulator" or "Regulator" shall be construed to mean the Posts and Telecommunications Department ("PTD") until such time as the Myanmar Communications Commission ("Commission") is established pursuant to Section 86 of the Telecommunications Law, after which any reference in this Licence to the Regulator shall be construed as a reference to that regulatory authority;
- b) unless the context otherwise requires, words or expressions shall have the meaning assigned to them in the Telecommunications Law and in this Licence;
- c) Terms defined in the Telecommunications Law and in this Licence have been capitalised;
- d) subject to other conditions of this license, references to Conditions and the Appendix are to the Conditions and Appendix of this Licence, as modified from time to time in accordance with the Telecommunications Law, the Applicable Regulatory Framework and this Licence;
- e) a document referred to in this Licence shall be incorporated into and form part of this Licence, and a reference to a document is a reference to the document as it may be modified from time to time;
- f) headings and titles used in this Licence are for reference only and shall not affect its interpretation or construction;



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- g) references to any law include any modification, re-enactment or legislative provisions substituted for the same;
- h) expressions cognate with those used in this Licence shall be construed accordingly;
- i) use of the word "include" or "including" is to be construed as being without limitation; and
- j) words importing the singular shall include the plural and vice versa, and words importing the whole shall be treated as including a reference to any part unless explicitly limited.

3. GENERAL CONDITIONS

3.1 Modification

The Regulator may modify this Licence:

- a) at the request, or with the consent, of the Licensee;
- b) if the Regulator, after providing the Licensee with written notice and a reasonable opportunity for comment, concludes that a specific modification is necessary to be consistent with, and comply with any requirement contained in, the legal instruments specified in Conditions 4.1(a) and (b) (including the National Frequency Allocation Plan), as they may be amended from time to time;
- c) to conform to the terms and conditions of the Associated Operating Licence, including any modifications thereto; or
- d) if the Regulator, pursuant to the Telecommunications Law and the Applicable Regulatory Framework, and after providing the Licensee with written notice and a reasonable opportunity for comment, concludes that doing so is necessary in the public interest and will not unduly prejudice the Licensee.

3.2 Suspension and Termination

- a) The Regulator may suspend or terminate this Licence if the Regulator, following an enforcement proceeding conducted pursuant to the standards and procedures specified in Section 57 of the Telecommunications Law and the Applicable Regulatory Framework and Condition 4.6, determines that the Licensee has failed to comply with any Condition contained in this Licence.



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- b) The Regulator will only take action pursuant to this Condition if it concludes that imposition of any of the alternative remedies specified in Condition 4.6(d) would not adequately remedy the Licensee's contravention and deter future non-compliance.
- c) No suspension or termination under this provision shall be effective until the Licensee has had an opportunity to seek:
 - (i) reconsideration by the Regulator;
 - (ii) review by the Minister.

3.3 Assignment and Delegation

Unless (i) for pro forma transaction as defined in the Competition Rules, or (ii) the Regulator provides prior written approval, which shall not be unreasonably delayed or denied, the Licensee shall not:

- a) sub-license, assign or grant the spectrum usage rights or any other right, interest, entitlement or delegate any obligation, arising under this Licence; or
- b) transfer this Licence to any other Person.

3.4 Change of Control

Subject to the exceptions in 3.3, No Change of Control of the Licensee may occur without the prior written authorisation of the Regulator, which shall not be unreasonably denied or delayed. The Regulator will consider all relevant factors.

4. COMPLIANCE CONDITIONS

4.1 Compliance with Legal Obligations

The Licensee shall comply with all of the following legal obligations but, in the event of an irreconcilable conflict between or among them, shall comply in the order of precedence specified below:

- a) The Licensee shall comply with all applicable Primary Legislation, including:
 - (i) any international agreements relating to telecommunications to which the Republic of the Union of Myanmar is a party, that is legally enforceable within the country;
 - (ii) the Telecommunications Law; and



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- (iii) any other legislation in effect in the Republic of the Union of Myanmar to which the Licensee is subject.
- b) The Licensee shall comply with the Applicable Regulatory Framework, including:
 - (i) any rules and regulations issued by the Ministry with the approval of the Union Government pursuant to Section 88(a) of the Telecommunications Law;
 - (ii) any notifications, orders, directives, instructions and procedures issued by the Ministry pursuant to Section 88(b) of the Telecommunication Law;
 - (iii) any orders and directives issued by the Regulator pursuant to Section 88(b) of the Telecommunications Law; and
 - (iv) any codes of practice issued by the Regulator pursuant to Section 83 of the Telecommunications Law.
- c) The Licensee shall comply with the terms of its Associated Operating Licence.
- d) The Licensee shall comply with the terms of this Licence, including:
 - (i) the Licensee-Specific Conditions contained in Part Four;
 - (ii) the applicable Service-Specific conditions contained in Part Three; and
 - (iii) the Conditions Applicable to All Individual Spectrum Licences contained in Part Two.
- e) The Licensee shall comply with the terms of any other licence granted to it by the Regulator.

4.2 Codes of Practice, Directives, and Instructions Issued by the Regulator

- a) Prior to issuing any code of practice, order or directive that may affect the Licensee, the Regulator will provide notice and a reasonable opportunity to comment.
- b) Any code of practice, order or directive issued by the Regulator will be made in writing, and will contain a reasonable explanation regarding the factual and legal basis on which the Regulator has made its determination.



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- c) In the event that the Licensee disputes any code of practice, directive or instruction issued by the Regulator, the Licensee, within thirty (30) days of the issuance of the code of practice, directive or instruction, may:
- (i) request the Regulator to reconsider its determination;
 - (ii) if the dispute relates to telecommunications technology, appeal the determination to the Ministry and, if dissatisfied with the decision of the Ministry, may appeal it to the Appeal Tribunal in the manner provided for in the Applicable Regulatory Framework;
 - (iii) if the dispute does not relate to telecommunications technology, appeal to a judiciary court for compensation for the losses incurred; or
 - (iv) take any other action authorised by law.

4.3 Compliance with Other Applicable Law

Without detriment to 8.2, Nothing in this Licence shall relieve the Licensee of the obligation to comply with any other requirement established under the laws of the Republic of the Union of Myanmar, or to obtain any additional consents, permissions, authorisations, licences or permits as may be necessary to exercise the Licensee's rights or discharge its obligations under this Licence.

4.4 Provision of Requested Information

- a) The Licensee, upon receiving a written request from the Regulator pursuant to the Section 40(a) of the Telecommunications Law and the Applicable Regulatory Framework, shall, where reasonably required by the Regulator to discharge its functions under the Telecommunications Law, within the period specified by the Regulator:
- (i) provide the Regulator with any information, data, document, agreement, operating log, papers or other information concerning the Licensee's actual or proposed use of the Assigned Frequencies and other Radio Spectrum resources; and
 - (ii) make any officer or employee available for examination by the Regulator.
- b) The Licensee shall maintain, and keep up-to-date, the following records and, upon receiving a written request from the Regulator pursuant to the Section 40(a)(1) of the Telecommunications Law and the Applicable Regulatory Framework, shall within the period specified by the Regulator provide the Regulator with copies of:
- (i) the equipment specifications of all Radio Stations and other Radio Apparatus operating under this Licence;



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- (ii) the coverage area of the Licensee's Telecommunications Network and of each Radio Station;
 - (iii) the effective radiated power of any Radio Station and its location and height;
 - (iv) the measures taken to ensure that each Radio Station is not a source of harmful radiation to the public, and the Licensee's employees and contractors;
 - (v) any information necessary for the Ministry and the Regulator to develop and keep updated the National Frequency Allocation Plan and National Frequency Assignment Register;
 - (vi) the emission designation of each Radio Station; and
 - (vii) the types of services provided to the Licensee's End Users using the Assigned Frequencies.
- c) The Licensee shall cooperate fully with the Regulator in identifying whether and to what extent the Assigned Frequencies are being used efficiently and whether the Licensee has a reasonable need for all or a portion of the Assigned Frequencies.
- d) The Licensee may submit a request, pursuant to the standards and procedures specified in the Applicable Regulatory Framework, for confidential treatment of information submitted.
- e) The Regulator shall give due regard to the confidentiality of commercially sensitive information submitted by the Licensee, and shall notify the Applicant, and provide a reasonable opportunity for comment, in any case in which the Regulator proposes to disclose information for which the Licensee has requested confidential treatment.
- f) For the avoidance of doubt, nothing in this condition applies to requests for information resulting from lawful intercept of Telecommunications.

4.5 Right to Inspect Facilities

- a) The Licensee, upon receiving a written request from the Regulator pursuant to the Section 40(a) of the Telecommunications Law and the Applicable Regulatory Framework, shall permit the Regulator, or any Person designated by the Regulator, to enter the Licensee's premises to conduct an inspection, examination, investigation or audit of the Licensee to the extent reasonably required by the Regulator to discharge its functions under the Telecommunications Law.
- b) The Licensee shall provide any assistance reasonably requested by the Regulator or by its designee.



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- c) Except in emergency or other exigent circumstances, the Regulator will provide reasonable advanced notice ("10 Working Days") of any inspection, and will take reasonable measures to avoid causing injury to persons or property.

4.6 Enforcement

- a) The Regulator may initiate administrative actions, pursuant to Section 57 of the Telecommunications Law and the Applicable Regulatory Framework, if it has probable cause to believe that the Licensee may have contravened any Condition contained in this Licence.
- b) Before taking any administrative action, the Regulator will provide the Licensee with:
 - (i) written notice that will contain a reasonable explanation regarding the factual and legal basis on which the Regulator has probable cause to believe that the Licensee has committed a contravention; and
 - (ii) a reasonable opportunity to respond to the Regulator's allegation.
- c) Any allegation that the Licensee has committed a contravention will be decided by the Regulator pursuant to the Applicable Regulatory Framework, based on the administrative record.
- d) If, after providing notice and a reasonable opportunity to comment, the Regulator concludes that a contravention has occurred, in addition to the actions specified in Conditions 3.1 and 3.2, the Regulator may take one or more of the following administrative actions:
 - (i) issue a warning to the Licensee;
 - (ii) issue a directive to the Licensee to take, or refrain from taking, any action necessary to remedy the contravention and/or prevent any future contravention; and
 - (iii) require the Licensee to pay a monetary penalty of up to five (5) percent of its Relevant Revenue during the preceding calendar year, provided that:
 - (1) any monetary penalty shall be reasonable and proportionate to the extent of the Licensee's non-compliance;
 - (2) the Regulator will not impose cumulative financial penalties based on the same contravention under this Licence and any other licence held by the Licensee.



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- e) In any case in which the Regulator concludes that it should take administrative action, it will send a written notification to the Licensee that will:
- (i) describe, in reasonable detail, the Regulator's factual conclusions;
 - (ii) describe, in reasonable detail, the Regulator's legal conclusions; and
 - (iii) specify the administrative action that the Regulator has decided to take.
- f) If the Licensee is dissatisfied with any enforcement decision made by the Regulator, the Licensee may:
- (i) request the Regulator to reconsider its decision;
 - (ii) if the dispute relates to telecommunications technology, appeal the determination to the Ministry and, if dissatisfied with the decision of the Ministry, may appeal it to the Appeal Tribunal in the manner provided for in the Applicable Regulatory Framework;
 - (iii) if the dispute does not relate to telecommunications technology, appeal to a judiciary court for compensation for the losses incurred; or
 - (iv) take any other action authorised by law.

5. FINANCIAL CONDITIONS

5.1 Fees

- a) The Licensee shall pay the one-time Spectrum Licence Fee specified in Part Four of this Licence.
- b) The Licensee shall pay an annual Spectrum Management Fee which will be set by the Regulator through the stakeholders consultation.
- c) Unless the Regulator directs otherwise, the Licensee shall pay the Spectrum Management Fee, in arrears, on an annual basis. Specifically, the Licensee shall pay the above-specified fees by 30 March of each year, based on spectrum usage during the preceding calendar year.
- d) The Regulator, following an audit, may:
 - (i) direct the Licensee to pay any additional Spectrum Management Fee owed; or
 - (ii) refund any excess Spectrum Management Fee paid.



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5.2 Renewal Fees

If the Regulator renews this License pursuant to Condition 1.3, the Licensee shall pay on or before the date on which the renewal becomes effective, a Renewal Fee equal to one (1) percent of its average annual Relevant Revenue for the three previous calendar years multiplied by the number of years that the License is to be extended.

5.3 Other Fees

The Licensee shall pay any other fees that the Regulator, following notice and a reasonable opportunity for comment, may establish, pursuant to the Telecommunications Law and the Applicable Regulatory Framework, for the operation of Radio Apparatus. Any such fees shall be reasonable and proportionate.

5.4 Penalties for Non-Payment of Fees

- a) In any case in which, following an enforcement proceeding conducted in the manner specified in Condition 4.7, the Regulator determines that the Licensee, without a reasonable justification, has failed to pay any fee (or make any other payment) due to the Regulator within thirty (30) days of the date on which the payment is due, the Regulator, with the approval of the Ministry pursuant to Section B1 of the Telecommunications Law, may direct that (in addition to paying the principal amount due) the Licensee shall pay to the Regulator interest, retroactive to the date on which the payment was due, at a rate to be specified by the Regulator based on the then-prevailing commercial lending rate in the Republic of the Union of Myanmar.
- b) In any case in which the Regulator has probable cause to believe that the Licensee wilfully or repeatedly failed to pay any fee (or make other payment) due to the Regulator within thirty (30) days of the date on which the payment is due, the Regulator may initiate an administrative action pursuant to Condition 4.6 and the Applicable Regulatory Framework.

6. TECHNICAL CONDITIONS

6.1 Interference with Other Licensees

- a) The Licensee shall comply with existing and future international coordination requirements and procedures, including the relevant international Radio Regulations issued by the ITU. The Licensee shall coordinate,



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when necessary, with other Radio Spectrum licensees in the Republic of the Union of Myanmar to avoid Harmful Interference.

- b) In the event of a disagreement between or among Licensees regarding the prevention or causation of Harmful Interference, the affected Licensees shall be responsible for resolving such disputes expeditiously and, if such efforts are unsuccessful, one or more of the licensees involved may request the Regulator to resolve the dispute pursuant to Section 50 of the Telecommunications Law and the Applicable Regulatory Framework.

6.2 Efficient Use of Radio Spectrum

- a) The Licensee shall assist the Regulator in the coordination and management of Radio Spectrum and shall make efficient use of the Assigned Frequencies.
- b) The Licensee shall notify the Regulator promptly if the Licensee no longer requires the use of any or all of the Assigned Frequencies.

6.3 Compliance with Technical Standards

- a) The Licensee shall comply with any technical standards issued by the Regulator, pursuant to Sections 24 through 28 of the Telecommunications Law and the Applicable Regulatory Framework applicable to any Radio Apparatus that the Licensee uses, sells, leases or distributes.
- b) In any case in which the Regulator does not issue a technical standard, the Licensee may deploy Radio Apparatus if that Apparatus uses technologies that:
 - (i) comply with technical standards adopted by a recognised international standard-setting body (such as, but not limited to, the Institute of Electrical and Electronic Engineers and the European Telecommunications Standards Institute);
 - (ii) have been specifically approved by the Regulator.

7. COMPETITION CONDITIONS

7.1 Access Agreements

- a) The Licensee may enter into a Spectrum Access Agreement with an Other Licensee pursuant to Section 33 of the Telecommunications Law and the Applicable Regulatory Framework, at the written request of one of the Licensees.



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- b) If the Regulator, after providing notice and a reasonable opportunity for comment, issues a directive pursuant to Section 88(b) of the Telecommunications Law and the Applicable Regulatory Framework, the Licensee shall seek to negotiate an agreement with any Other Licensee designated by the Regulator. In such case, the Licensee shall provide Spectrum Access to Radio Spectrum assigned pursuant to this Licence on an equitable and non-discriminatory basis, which shall not be of a lower technical standard and quality than provided in the Licensee's own network.
- c) Any Spectrum Access Agreement adopted pursuant to Condition 7.1(a) or Condition 7.1(b) shall be submitted to the Regulator and, pursuant to Section 88(b) of the Telecommunications Law, shall not become effective until the Regulator has granted approval. The Regulator require modification of, any Spectrum Access Agreement that the Regulator concludes, following notice and a reasonable opportunity to comment, is unreasonably discriminatory or contrary to the interests of End Users.
- d) If the two Licensees are unable to reach agreement within ninety (90) days after a Licensee has made a written request for Spectrum Access pursuant to Condition 7.1(a), the Licensee that made the request may refer the dispute to the Regulator, pursuant to Section 50(b)(2) of the Telecommunications Law and the Applicable Regulatory Framework.
- e) If the two Licensees are unable to reach agreement within ninety (90) days after being directed to enter into an agreement by the Regulator pursuant to Conditions 7.1(b), the two Licensees shall refer the matter to dispute resolution pursuant to Section 50(b) of the Telecommunications Law and the Applicable Regulatory Framework.

7.2 Spectrum Sharing Agreements

- a) The Licensee may enter into agreements with other Licensees, pursuant to Section 11(b) of the Telecommunications Law and the Applicable Regulatory on terms and conditions that are fair, reasonable and transparent for the sharing of Radio Spectrum.
- b) Any Spectrum Sharing Agreement arrived at through negotiation shall be submitted to the Regulator and, pursuant to Section 33 of the Telecommunications Law, shall not become effective until the Regulator has granted written approval. The Regulator may reject, or require modification of, any Spectrum Sharing Agreement that the Regulator concludes, following notice and a reasonable opportunity to comment, is unreasonably discriminatory or contrary to the interests of End Users.

8. FINAL CONDITIONS



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8.1 Governing Law and Resolution of Disputes

- a) This Licence is governed by the law of the Republic of the Union of Myanmar.
- b) In the event any dispute arises between the Regulator and the Licensee regarding the interpretation, existence or validity of this Licence, the Parties shall seek to promptly resolve the dispute through good faith negotiation. In the event the Regulator and the Licensee are not able to do so within a reasonable period of time, the dispute shall be resolved by the competent judicial authorities in the Republic of the Union of Myanmar, unless the Regulator and the Licensee agree to refer the matter to arbitration.

8.2 Force Majeure

- a) If the Licensee, despite of reasonable efforts, is prevented or delayed from complying with any of the Conditions of this Licence by any Force Majeure Event, the Licensee shall notify the Regulator, as promptly as reasonably practicable, and in any case within twenty-one (21) days after the earlier of the date on which the Force Majeure Event became known, or should have become known, to the Licensee, of:
 - (i) the nature, expected duration and expected effects of the Force Majeure Event;
 - (ii) the specific Conditions of this Licence with which the Licensee cannot comply, and
 - (iii) the measures the Licensee is taking to overcome the consequences of the Force Majeure Event.
- b) The Regulator shall not take administrative action against a Licensee, and shall not impose any financial penalty or other sanction or liability on the Licensee, for failure to comply with any Condition of this Licence with which the Licensee, despite making all reasonable efforts, was unable to comply as result of the Force Majeure Event.
- c) The Licensee shall take all commercially reasonable measures to resume service as soon as the Force Majeure Event ceases.

8.3 Notices

Unless the Regulator and the Licensee mutually agree otherwise:

- a) Notices from the Regulator to the Licensee under this Licence shall be in writing and shall be delivered by hand or sent by registered post to the address shown on the cover page of this Licence to the attention of the Chief Executive or such other officer as the Licensee may designate.



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- b) Notices to the Regulator from the Licensee under this Licence shall be in writing and shall be delivered by hand or sent by registered post to the Director of the Regulator or to such other officer as the Regulator may designate



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PART 3 – SERVICE-SPECIFIC CONDITIONS

9. **[SECTION INTENTIONALLY LEFT BLANK]**



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PART 4 – LICENSEE-SPECIFIC CONDITIONS

10. SPECIAL CONDITIONS

10.1 Spectrum Licence Fee

- a) The Licensee shall pay a one-time Spectrum Licence Fee of US \$ [one hundred four million and three hundred twelve thousand] U.S. dollars (US\$104,312,000) to the Union Government, pursuant to the following schedule:
- (i) The Licensee made the First Spectrum Licence Fee Payment, in an amount equal to [sixty million one hundred and eighty thousand] U.S. dollars (US\$60,180,000), on the Effective Date of this Licence.
 - (ii) The Licensee shall make the Second Spectrum Licence Fee Payment, in an amount equal to [twenty two million and sixty six thousand] U.S. dollars (US\$22,066,000), within one (1) year after the Effective Date of this Licence.
 - (iii) The Licensee shall make the Third Spectrum Licence Fee Payment, in an amount equal to [twenty two million and sixty six thousand] U.S. dollars (US\$ 22,066,000), within two (2) years after the Effective Date of this Licence.
- b) At the time the Regulator granted this Licence, the Licensee had obtained a Performance Bond, in the amount of 50% of the Reserve price paid of the lots for which they were successful bidders in the Auction. In addition to any other remedies the Ministry or the Regulator may have, the Ministry will have the right to exercise the Performance Bond in the event that the Licensee fails to make a Spectrum Licence Fee Payment, or to pay any portion thereof, by the time specified in this Condition. Prior to exercising the Performance Bond pursuant to this Condition, the Ministry will provide the Licensee with written notification that the Union Government has not received a required Spectrum Licence Fee Payment, or any portion thereof, and will provide the Licensee with ten (10) working days to make the required payment.
- c) If the Union Government has not received the Spectrum Licence Fee Payment, or any portion thereof, by the end of the ten-working-day period specified in Condition 10.1(b), the Ministry will provide the Licensee with a written notification that it intends to exercise the Performance Bond to the extent of the under-payment.



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10.2 Ownership Interest and Changes Thereto

Subject to 3.3, unless the Regulator provides prior written approval, this Licence shall at all times be held by the same corporation that holds the Licensee's Associated Operating Licence.

10.3 Regulator Commitments

- a) Notwithstanding any other Condition, during the first five (5) Licence Years, the Regulator will not issue any codes of practice, orders and directives pursuant to Section 83 or 88(b) of the Telecommunications Law, Condition 7.1 or the Applicable Regulatory Framework that would require the Licensee to enter into any Spectrum Access Agreement.
- b) With the renewal of the Associated Operating License as stipulated in the Licensing rules, the Licensee shall have the right to continue using 2600 MHz spectrum up to another two years upon making the pro rata payment proportionally to the initial spectrum auction price i.e. this License period shall be fifteen years from the Effective Date if the Associated Operating License is valid.



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10.4 Arbitration

- a) After the Licensee has exhausted all other remedies under this Licence, the following matters will be referred to binding arbitration, at the request of either Party, before a mutually agreeable forum:
 - (i) an order issued by the Regulator pursuant to Condition 3.2 to suspend or terminate this Licence; and
 - (ii) any financial penalty imposed pursuant to Condition 4.6 in the amount of equal to or exceeding 5% of Relevant Revenue.
- b) In the event that the Parties are unable to agree on an arbitration forum, the arbitration will be held in the Union of Myanmar and in accordance with the *Myanmar Arbitration Law 2016* and any rules issued in accordance with the Law.
- c) Notwithstanding any other Condition, the Regulator will not take any of the actions specified in Condition 10.5(a) until the later of the following:
 - (i) thirty (30) days after the date on which the Licensee has exhausted all other remedies provided for in this Licence; or
 - (ii) if a Party requests arbitration, the date on which the arbitration panel issues its final decision.



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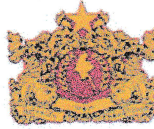
APPENDIX – ASSIGNMENT OF RADIO FREQUENCY SPECTRUM

The frequency bands listed in the schedule below have been assigned for use by the Licensee, on a Primary Basis, for the provision of Public Broadband Data Services, and are available for use as of the Effective Date.

Geographic Coverage Area	Band	Frequency (MHz)		Block Size (MHz)
Region (2)	2600MHz	2575	2595	20 MHz
Region (3)	2600 MHz	2595	2615	20 MHz

Region (2) ; Yangon, Ayeyarwaddy, Rakhine

Region (3) ; Mandalay, Sagaing, Chin, Shan, Kachin, Kayah



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ANNEX

THE FOLLOWING WORDINGS ARE AMENDED ON 25th June, 2019 AND AS SUCH IT WILL BE USED IN AMEDEDMENT OF **AMARA COMMUNICATIONS COMPANY LIMITED'S** SPECTRUM LICENCE.

Ref. Clause "10.1 Spectrum Licence Fee, Sub-Section 10.1 (a) (ii) "

The wording/text "The Licensee shall make the Second Spectrum Licence Fee Payment, in an amount equal to [twenty two million and sixty six thousand] U.S. dollars (US\$ 22,066,000), within one (1) year after the Effective Date of this Licence. " is amended as "The Licensee shall make the Second Spectrum Licence Fee Payment, in an amount equal to [twenty two million and sixty six thousand] U.S. dollars (US\$ 22,066,000), within three (3) years after the Effective Date of this Licence".

Ref. Clause "10.1 Spectrum Licence Fee, Sub-Section 10.1 (a) (iii) "

The wording/text "The Licensee shall make the Third Spectrum Licence Fee Payment, in an amount equal to [twenty two million and sixty six thousand] U.S. dollars (US\$ 22,066,000), within two (2) years after the Effective Date of this Licence." is amended as "The Licensee shall make the Third Spectrum Licence Fee Payment, in an amount equal to [twenty two million and sixty six thousand] U.S. dollars (US\$ 22,066,000), within five (5) years after the Effective Date of this Licence".

Director General

Posts and Telecommunications Department

Chairman

Amara Communications Company Limited