



**Application Form**  
**Licence for the Provision of Mobile Phone Service (IMT or 3G and Beyond)**

**Form 1: Applicant Information**

**Section 1: Information on the Applicant (Please supply complete details)**

<b>1.1</b>	<b>Legal Name of Applicant</b> <i>(Full Legal Name as it appears on supporting documents)</i>
<b>1.2</b>	<b>Legal Form of Applicant</b> <i>(Check the appropriate items below and append certified copies)</i>
1.2.1	<input type="checkbox"/> Limited Private Company
1.2.2	<input type="checkbox"/> Limited Public Company
1.2.3	<input type="checkbox"/> Other (Please specify)
<b>1.3</b>	<b>Address of Applicant</b>
<b>1.3.1</b>	<b>Registered Address</b> <i>(as given in the supporting documentation)</i>
	Address
	City/Province/Postal Code
	Telephone No.
	Fax No.
	Email Address
	Web site
<b>1.3.2</b>	<b>Correspondence Address</b> <i>(if different from item 1.3.1 above. If identical, leave blank )</i>
	Address
	City/Province/Postal Code
	Telephone No.
	Fax No.
	Email Address



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<b>1.4</b>	<b>Authorized person(s)</b>	
<b>1.4.1</b>	<b>Authorized person (1<sup>st</sup> person)</b>	
	Contact Name	
	Contact Title within the Applicant	
	Telephone No.	
	Fax No.	
	Email Address	
<b>1.4.2</b>	<b>Authorized person (2<sup>nd</sup> person)</b>	
	Contact Name	
	Contact Title within the Applicant	
	Telephone No.	
	Fax No.	
	Email Address	
<b>1.4.3</b>	<b>Authorized person (3<sup>rd</sup> person)</b>	
	Contact Name	
	Contact Title within the Applicant	
	Telephone No.	
	Fax No.	
	Email Address	
<b>1.5</b>	<b>Regulatory Contact</b>	
<b>1.5.1</b>	<b>Primary Regulatory Contact (designated person for NTC to contact in this proceeding)</b>	
	Contact Name	
	Contact Title within the Applicant	
	Telephone No.	
	Fax No.	
	Email Address	



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<b>1.5.2</b>	<b>Secondary Regulatory Contact</b> ( <i>designated person for NTC to contact in this proceeding if the Primary Contact is unavailable</i> )	
	Contact Name	
	Contact Title within the Applicant	
	Telephone No.	
	Fax No.	
	Email Address	

**Section 2: Status Documentation Attached**

*(Check the appropriate item below and append certified copies of the checked documents)*

<b>2.1</b>	<b>Corporate Documents</b>
2.1.1	<input type="checkbox"/> Certificate of Registration
2.1.2	<input type="checkbox"/> memorandum of association
2.1.3	<input type="checkbox"/> authorized person(s)' identification card and house registration
2.1.4	<input type="checkbox"/> Tax Identification Number
2.1.5	<input type="checkbox"/> Memorandum issued by the Ministry of Commerce certifying Thai Juristic person status, (not more than 3 months old)
2.1.6	In case of authorized representative
	<input type="checkbox"/> Power of attorney <input type="checkbox"/> authorizing person's identification card and house registration of authorized representative



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**Section 3 : Self Declaration**

**The applicant solemnly declares that**

**3.1 Applicant Qualifications**

- 3.1.1 the applicant is a juristic person registered under Thai law.
- 3.1.2 the applicant is not a bankrupt.
- 3.1.3 the applicant never have a telecommunications business licence revoked.
- 3.1.4 the applicant is not being placed under a receivership or reorganizing order by a court under the bankruptcy law, resulting in an appointment of creditor or third party to replace the original board of directors; and not being a person undergoing insolvency process or having been sentenced in a court of law.
- 3.1.5 the applicant has not been sentenced and has his or her property confiscated by a court order, whatsoever, for the execution of a judgment by provisions of the Civil Procedure Law on the execution of judgments by a court verdict or court order
- 3.1.6 the directors, managers or persons in authority of the applicant shall not be a person sentenced by a final judgement for an offence committed under this Act, or under the law on telegraph and telephone, the law on radiocommunications or the law on consumer protection during two years period prior to the date of submitting the application.
- 3.1.7 the director, manager or individual responsible for the operation of the applicant corporate is not a person on the Stock Exchange of Thailand's list of unsuitable administrators pursuant to its regulations.
- 3.1.8 the director, manager or individual responsible for the operation of the applicant corporate has not been in charge of similar duties for any corporate whose telecommunication business licence had been revoked by the Commission.
- 3.1.9 the applicant, director, manager or individual with competent authority for the management of applicant's business has never been convicted by a court judgment, during the two-year period prior to the application submission date, for violation of the Competition Law, Information Law or Intellectual Property Law, and has not committed basic offences under the Money Laundering Control law or any offences related to the officials under the Criminal Code and offences relating to the law on government project bidding or any other offences under the organic law on corruption prevention and suppression.
- 3.1.10 the applicant shall not have common interest or be related, whether directly or indirectly, to any other applicants.



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**3.2 Others**

- 3.2.1 all information and accompanying evidence submitted for consideration are true and complete.
- 3.2.2 The applicant agrees to have the National Telecommunications Commission immediately revoke or terminate my licence if it is subsequently found that any of said qualifications is lacking or any document is false.
- 3.2.3 The applicant has read and understood the National Telecommunications Commission's Notification on criteria for assigning spectrum and granting licence for mobile phone service (IMT or 3G and beyond), and agree to comply unconditionally with the criteria.
- 3.2.4 the applicant fulfils or will fulfill all provisions of the application and during the auction procedure.

Signature ..... authorized person acting for the corporate (1<sup>st</sup> Person)

(.....)

Date/Month/Year .....

Signature ..... authorized person acting for the corporate (2<sup>nd</sup> Person)

(.....)

Date/Month/Year .....

Signature ..... authorized person acting for the corporate (3<sup>rd</sup> Person)

(.....)

Date/Month/Year .....



**Application Form**  
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**Form 2: Applicant Deposit**

<b>1.</b>	<b>Legal Name of Applicant</b> <i>(Full Legal Name as it appears on supporting documents)</i>	
<b>2.</b>	<b>Applicant Deposit</b>	
2.1	<input type="checkbox"/> Submitting Bank Guarantee located in Thailand	
2.2	<input type="checkbox"/> Submitting a cash deposit	
2.2.1	<input type="checkbox"/> Cash payment	
2.2.2	<input type="checkbox"/> Bank cheque from bank located in Thailand dated on the day of payment or the day prior, not more than 3 days, to payment day.	
<b>3.</b>	<b>Banking Information for Refund of Deposit</b>	
1.	Name of Bank	
2.	Branch	
3.	Branch Location	
4.	Account Number	
5.	Routing Number	
<p>Signature ..... authorized person acting for the corporate (1<sup>st</sup> Person)</p> <p style="text-align: center;">(.....)</p> <p>Date/Month/Year .....</p> <p>Signature ..... authorized person acting for the corporate (2<sup>nd</sup> Person)</p> <p style="text-align: center;">(.....)</p> <p>Date/Month/Year .....</p> <p>Signature ..... authorized person acting for the corporate (3<sup>rd</sup> Person)</p> <p style="text-align: center;">(.....)</p> <p>Date/Month/Year .....</p>		



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**Form 3: Bank Guaranty Form**

## Bank Guaranty Form

THIS DEED OF GUARANTEE is made on this \_\_\_ day of \_\_\_\_\_, 2009 by [\_\_\_\_\_ insert name of bank \_\_\_\_\_], having its registered address at [\_\_\_\_\_ insert registered address \_\_\_\_\_] (hereinafter called the Bank) by [\_\_\_\_\_ insert name of authorized person \_\_\_\_\_] an authorized person, in favor of the Office of the National Telecommunications Commission (hereinafter called the Office of the NTC).

### 1. Definitions

In this Guaranty, the following terms shall have the following meanings:

**Auction** means the procedure for granting 3G spectrum license specified in the Auction Rules

**Auction Rules** means the rules published by the National Telecommunications Commission (NTC) relating to the procedures by which NTC may grant or allocate 3G spectrum license, in the form attached to the information memorandum issued by the NTC in connection with the auction of 3G spectrum license dated [insert issued date of Information Memorandum], all as amended or varied by the NTC from time to time.

**Bidder** means [\_\_\_\_\_ insert name of Bidder \_\_\_\_\_], having its registered address at [\_\_\_\_\_ insert registered address \_\_\_\_\_].

**Business Day** means a day (excluding Saturdays, Sundays, and public holidays) on which the Official Departments are generally open in Thailand.

**Guaranteed Amount** means Thai Baht \_\_\_\_\_ (THB \_\_\_\_\_).

**Initial Offer** means a legally binding offer document submitted by the Bidder in accordance with the Auction Rules.

**Initial Offer Date** means this \_\_\_ day of \_\_\_\_\_, 2009 or such later date as the NTC may otherwise announce.

**Liabilities** means:

- (a) All amounts owing to Office of the NTC by the Bidder under the Auction Rules. and
- (b) All costs and expenses whatsoever incurred by Office of the NTC in connection with the NTC protecting or enforcing its rights under this Guaranty and/or the Auction Rules, on a fully indemnity basis.
- (c) Any damage occurred on NTC as a result of the breaches of the auction rules or the applicable laws from the act of the Bidder, its staff, employees of subsidiaries or any other person for the bidder interest whether or not known to the Bidder and the Bank.

## **2. Guarantee**

a) Whereas the Bidder submits an Initial Offer and permitted to participate in the Auction (receipt whereof the Bank hereby acknowledges), the Bank hereby unconditionally and irrevocably:

- 1) Guarantees to Office of the NTC the payment of the Liabilities to Office of the NTC when due, and
- 2) As principal debtor and not merely as surety, undertakes to Office of the NTC that, if and each time that the Bidder does not make payment of any of the Liabilities to Office of the NTC when due, it will in each case pay to Office of the NTC the amounts not so paid, upon first written demand by Office of the NTC, without any notice, reference or further enquiry from the Bidder or any other party and without requiring or obtaining any evidence or proof (other than the first written demand) that Office of the NTC is entitled to any such payment of the Liabilities.

b) The Bank's liability under this Guarantee shall not exceed the aggregate of the principal sum of an amount equal to the Guaranteed Amount and all interests under Clause 11 and all expenses (including banking and other charges and fees) whatsoever incurred by Office of the NTC in connection with Office of the NTC protecting its rights under this Guarantee or seeking to recover or enforce any of the amounts owing to Office of the NTC by the Bidder under the Auction Rules, on a full indemnity basis.

## **3. Indemnity**

As a separate, additional, continuing and primary obligation, the Bank hereby unconditionally and irrevocably undertakes with Office of the NTC that, should the Liabilities not be recoverable from the Bank under Clause 3 for any reason then, notwithstanding that it may have been known to the Bank or Office of the NTC, the Bank shall, upon first written demand by Office of the NTC under Clause 3, make payment of the Liabilities to Office of the NTC by way of a full indemnity and shall indemnify Office of the NTC against all losses, claims, costs, charges and expenses to which it may be subject or which it may incur under or in connection with this Guarantee.

## **4. Continuing Guarantee**

The guarantee constituted by this Guarantee shall be continuing and shall extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part or performance in part and irrespective of the exercise, variation, renewal, waiver, release or enforcement of any rights or remedies against the Bidder.

## **5. Discharge and Release**

a) The Bank may not terminate this Guarantee by notice to Office of the NTC, the Bidder, or otherwise.

b) Subject to Clauses 5a, 5c, and 5d and provided the Liabilities have been irrevocably paid in full, Office of the NTC may discharge or release the Bank by written instrument signed by Office of the NTC.

c) Any discharge or release referred to in clause 6b and any composition or arrangement which the Bank may effect with Office of the NTC shall be deemed to be made subject to the condition that it will be void if any payment, performance or security which Office of the NTC has received or may receive

from any person in respect of the Liabilities is set aside, refunded or reduced under any applicable law or proves to have been invalid. If such condition is satisfied, Office of the NTC shall be entitled to recover from the Bank on demand the value of such security or the amount of any such payment as if such discharge, release, composition, or arrangement had not been affected.

d) This Guarantee shall remain valid from the date of the Initial Offer Date until the Auction is ended by Office of the NTC's announcement and the ultimate balance of the Liabilities is paid in full amount.

## **6. Waiver of Defenses**

a) The liabilities and obligations of the Bank under this Guarantee shall remain in force notwithstanding any act, omission, neglect, event or matter whatsoever whether or not known to the Bank, Office of the NTC, or the Bidder (other than the irrevocable payment of the Liabilities) and the foregoing shall apply, without limitation, in relation to:

- (i) Anything that would have discharged the Bank (wholly or in part) whether as surety, co-obligor, or otherwise or that would have afforded the Bank any legal defense;
- (ii) Any winding up, dissolution, reconstruction, or reorganization, legal limitation, disability, incapacity or lack of corporate power, or authority or other circumstances of, or any change in the constitution or corporate identity or loss of corporate identity by, the Bidder or the Bank;
- (iii) Anything that renders the Bidder's obligations in respect of the Liabilities invalid or unenforceable and any defense or counterclaim which the Bidder may be able to assert against any of the Bank and/or Office of the NTC;
- (iv) Any difference between Office of the NTC and the Bidder or any dispute pending before any court.

b) Without limiting clause 6a, none of the liabilities or obligations of the Bank under this Guarantee shall be impaired by NTC:

- (i) Varying, amending, or departing (however substantial or material) from the Auction Rules or waiving any provision of the Auction Rules (whether in respect of the Bidder or any third party) so that any such variation, amendment, departure, or waiver (including any which may have been made before the signing of this Guarantee) shall, whatever its nature, be binding upon the Bidder in all circumstances, notwithstanding that it may increase or otherwise affect the liability of the Bank
- (ii) Releasing or granting any time or any indulgence of any kind to the Bidder or any third party, or entering into any transaction or arrangements whatsoever with or in relation to the Bidder and/or any third party
- (iii) Claiming, proving for, accepting, or transferring any payment in respect of the Liabilities in any composition by, or winding up of, the Bidder and/or any third party or abstaining from so claiming, proving for, accepting or transferring

c) This Guarantee shall be additional to any other security which Office of the NTC may hold now or at any time hereafter from the Bank or the Bidder or from any other person in respect of the Liabilities, and shall not merge with or prejudice or otherwise affect such other security or any contractual or legal

rights of Office of the NTC. This Guarantee and the obligations of the Bank hereunder shall not be affected by the invalidity or unenforceability of or any defect, irregularity, or informality of any other security held by Office of the NTC in respect of the Liabilities.

## **7. Warranty**

The Bank warrants that this Guarantee constitutes its legally binding obligations enforceable in accordance with its terms and does not conflict with any law, regulation or instrument binding on or relating to the Bank and that this Guarantee is within its powers, has been duly authorized by it and all acts, conditions and things required to have been done, fulfilled and performed by it in order to ensure its proper authorization and issue of this Guarantee and to ensure that its obligations under this Guarantee are legal, valid and binding on it and to ensure that this Guarantee is admissible in evidence in Thailand, have been done, fulfilled and performed.

## **8. Undertaking**

The Bank undertakes with Office of the NTC, from the date of this Guarantee until all Liabilities have been unconditionally and irrevocably paid and discharged in full that the Bank shall not claim as a creditor of the Bidder or any co-surety in competition with Office of the NTC.

## **9. Immediate Recourse**

Office of the NTC shall not be bound first to enforce any rights against the Bidder (including, without limitation, making any demand on the Bidder) or any other person or any guarantee, collateral or other security before enforcing this Guarantee.

## **10. Deductions and Taxes**

a) All sums payable under this Guarantee shall be paid in full without set-off or counter-claim and free and clear of and without deduction of or withholding for or on account of any present or future taxes, duties or other charges. If any such payment shall be subject to any such tax or if the Bank shall be required by law to make any such deduction on withholding, the Bank will pay such tax and will pay to Office of the NTC such additional amounts as will result in Office of the NTC receiving a net amount equal to the full amount which it would have received had no such payment, deduction or withholding been required.

b) The Bank will pay all stamp duties and other documentary taxes payable, if any, in connection with this Guarantee and will keep Office of the NTC indemnified against failure to pay the same.

## **11. Default Interest**

If the Bank fails to pay any amount due under this Guarantee the Bank shall pay interest on that amount from the date of demand up to the time of actual payment at the rate provided in law. Such interest shall be payable on demand.

## **12. Remedies and Waivers**

No delay or omission of Office of the NTC in exercising any right, power or remedy under this Guarantee shall impair such right, power or remedy or constitute a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or any other right or

remedy. The rights, powers and remedies provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which Office of the NTC would otherwise have (whether under law or otherwise).

### **13. Assignment**

- a) It is acknowledged and agreed by the Bank that Office of the NTC may at any time transfer rights under this Guarantee to any third party. Accordingly, the Bank agrees that the benefit of this Guarantee may be assigned (in whole or in part) by Office of the NTC without the consent of the Bank to, and may be enforced by, any third party to whom the benefit of the Guarantee is assigned (in whole or in part) as if such third party were Office of the NTC under this Guarantee.
- b) Immediately after any assignment in accordance with this Clause 15, Office of the NTC will give notice of the assignment to the Bank containing details of the assignment including the identity of the assignor and assignee.
- c) Save as provided in clause 15a to 15b, neither Office of the NTC nor the Bank shall nor shall it purport to assign, transfer, charge or otherwise deal with all or any of its rights under this Guarantee nor grant, declare, create or dispose of any right or interest in it without the prior written consent of the other party.

### **14. Notices**

In case where any notice or other communications are required, such notice or other communications shall be in writing and may be delivered by hand or sent by registered mail to the address of the addressee as specified above. All of such notices or other communications shall be deemed to have been duly given and received upon receipt if delivered by hand or in person and upon receipt by the postal services

### **15. Invalidity**

If any provision of this Guarantee becomes invalid, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

### **16. Choice of Law**

This Guarantee is governed by, and shall be construed in accordance with the law of Thailand.

### **17. Jurisdiction**

All the parties agree that the courts of Thailand are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Guarantee or otherwise arising in connection with this Guarantee and for such purpose irrevocably submit to the jurisdiction of the Thailand courts.

This Guarantee has been duly executed and delivered as a deed on the date first above written.

Signature ..... authorized person of the Bank

(.....)

Position .....

Date/Month/Year .....

Signature ..... witness

(.....)

Date/Month/Year .....

Signature ..... witness

(.....)

Date/Month/Year .....



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**Form 4: Ownership of the Applicant**

<b>1.</b>	<b>Legal Name of Applicant</b> ( <i>Full Legal Name as it appears on supporting documents</i> )				
<b>2.</b>	<b>Ownership of the Applicant</b>				
<b>2.1</b>	<b>Direct Owners</b>				
<p>[State the owners of shares or other ownership in the Applicant. For limited companies, state as shareholding percentage. For public limited companies only, individual shareholdings amounting to less than one percent may be aggregated as “various” without identifying the owners of such stakes. Note that the ownership percentages given below must add up to 100%. The information given here must conform to the supporting documentation filed. Where there are discrepancies, please provide written explanation and attach applicable documentation with your application]</p>					
	<b>Name</b>	<b>Business or Occupation</b>	<b>Stake</b>	<b>Nationality</b>	<b>Address</b>
	[full name as given in supporting documentation]	[primary business description]	[as % to one decimal]	[country of citizenship]	[City and Country]
2.1.1					
2.1.2					
2.1.3					
2.1.4					
2.1.5					
2.1.6					
<p>[Please add as many additional rows as required to fully state applicant’s current ownership]</p>					
<b>Totals (percentages must add to 100%):</b>					
<b>Thai Ownership Total (Percent):</b>					



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**Form 4: Ownership of the Applicant**

<b>2.2 Indirect Owners</b>								
<p>[For any row in Item 4.1 where the stake stated is [X] percent or greater, please state the applicable ownership structure for the entity listed in that row. For limited companies, state as shareholding percentage. For public limited companies only, individual shareholdings amounting to less than one percent may be aggregated as “various” without identifying the owners of such stakes. Note that the ownership percentages given below must add up to 100%. The information given here must conform to the supporting documentation filed. Where there are discrepancies, please provide written explanation and attach applicable documentation with your application]</p>								
	Row Number	Direct Owner	Indirect Owner Name	Business or Occupation	Ultimate Owner	Stake	Nationality	Address
	[Ref. item 4.1]	[Name as given in corresponding row in item 4.1]	[full name as given in supporting documentation]	[primary business description]	[check if applies]	[as % to one decimal]	[country of citizenship]	[City and Country]
2.2.1								
2.2.2								
2.2.3								
2.2.4								
2.2.5								
2.2.6								
[Please add as many additional rows as required to fully state applicant’s current ownership]								
<b>Totals (percentages must add to 100%):</b>								
<b>Thai Ownership Total (Percent):</b>								



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**Form 4: Ownership of the Applicant**

<b>2.3 Further Indirect Owners</b>								
<p>[For any row in Item 4.2 where the stake stated amounts to an indirect holding in the Applicant of [X] percent or greater, state the applicable ownership structure for the entity listed in that row. For limited companies, state as shareholding percentage. For public limited companies only, individual shareholdings amounting to less than one percent may be aggregated as “various” without identifying the owners of such stakes. Note that the ownership percentages given below must add up to 100%. The information given here must conform to the supporting documentation filed. Where there are discrepancies, please provide written explanation and attach applicable documentation with your application]</p>								
	Row Number	Direct Owner	Indirect Owner Name	Business or Occupation	Ultimate Owner	Stake	Nationality	Address
	[Ref. item 4.1]	[Name as given in corresponding row in item 4.1]	[full name as given in supporting documentation]	[primary business description]	[check if applies]	[as % to one decimal]	[country of citizenship]	[City and Country]
2.3.1								
2.3.2								
2.3.3								
2.3.4								
2.3.5								
2.3.6								
[Please add as many additional rows as required to fully state applicant’s current ownership]								
<b>Totals (percentages must add to 100%):</b>								
<b>Thai Ownership Total (Percent):</b>								



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**Form 4: Ownership of the Applicant**

<b>3.</b>	<b>Ownership of Other Companies</b>			
<b>3.1</b>	<b>Ownership of Other Juristic Person operating Telecommunications Business</b>			
	In case the Applicant is the ownership of other juristic persons that operating telecommunications business, or applying for Telecommunications Business License, please provide detail of the ownership in such juristic person where the Applicant hold, both direct and indirect, in amount in the equivalent of [x]% or greater.			
	<b>Name</b>	<b>Service Description</b>		<b>Stake</b>
		Telecommunications Business Operators	Applicants of Telecommunications Business License	
	[full name as given in supporting documentation]	[Service Description and Telecommunications License Description]	[Service Description and Telecommunications License Description]	[as % to one decimal]
	3.1.1			
	3.1.2			
	3.1.3			
	3.1.4			
	3.1.5			
	3.1.6			
	[Add as many additional rows as required to fully detail]			
	<b>Totals (percentages must add to 100%):</b>			



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**Form 4: Ownership of the Applicant**

**3.2 Ownership of Other Juristic Persons**

In case the Applicant is the ownership of other juristic persons that are not telecommunications business operators or the applicants of Telecommunications Business License, please provide detail of the ownership in such juristic person where the Applicant hold, both direct and indirect, in amount in the equivalent of [x]% or greater.

	Name	Service Description	Stake
	[full name as given in supporting documentation]		[as % to one decimal]
3.2.1			
3.2.2			
3.2.3			
3.2.4			
3.2.5			
3.2.6			

[Add as many additional rows as required to fully detail]

**Totals (percentages must add to 100%):**



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**Form 4: Ownership of the Applicant**

<b>3.3 Association with Other Juristic Persons (Associated company)</b>				
In case the Applicant and any other juristic person have the same shareholder, both direct and indirect, in amount in the equivalent of [x]% or greater, please provide detail of the association structure and details as follows:				
	Shareholder name	Name of other Juristic Person	Service Description	Stake
	[full name as given in supporting documentation]			[as % to one decimal]
3.3.1				
3.3.2				
3.3.3				
3.3.4				
3.3.5				
3.3.6				
[Add as many additional rows as required to fully detail]				
<b>Totals (percentages must add to 100%):</b>				



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**Form 4: Ownership of the Applicant**

<b>4.</b>	<b>Details of Applicant's Executives and Persons with Competent Authority</b>						
<b>4.1</b>	<b>Applicant's Executives and Persons with Competent Authority</b>						
	Provide details of applicant's executives and persons with competent authority, notwithstanding that such person receive the interest from Applicant.						
	<b>Remark</b>						
	(a) Please indicate the directors' scope of authority, for example, directors with full authority who can give binding signature for the company in the Certificate of Registration.						
	(b) Please include the number of shares held by spouses and dependent children.						
	(c) Indicate family relations between company executives. Family relation refers to any relationship by blood, marriage and legal registration of kin. Please specify only family relations in the forms of parent, spouse, brother and sister, father's older and younger sister and brother, mother's older and younger sister and brother as well as spouses and children of these relatives.						
	(d) Please indicate the relation with other juristic person, for example, the share holding, both direct and indirect, including the number of shares held by spouses and dependent children in the amount exceeding X%, or the affiliation, by indicating the position held by the executives, and persons with competent authority in other juristic person. Please indicate "yes" if there is any and provide further information in next table, and indicate "none" if there is none.						
	(e) Specify only experiences related to telecommunications business.						
	<b>Names/ Position (a)</b>	<b>Stake in the company (b)</b>	<b>Company executives family relations (c)</b>	<b>Relation with other juristic person (d)</b>	<b>Work Experience in the past 5 years (e)</b>		
					<b>Period</b>	<b>Position</b>	<b>Organization/Company/ Business type</b>
	4.1.1						
	4.1.2						
	4.1.3						
	4.1.4						
	4.1.5						
	4.1.6						



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**Form 4: Ownership of the Applicant**

4.2 Relation of Applicant's Executives and Persons with Competent Authority with Other Juristic Person					
Please indicate relation in detail, for example, share holding, both direct and indirect, in the amount exceeding X%, or the affiliation, by indicating the position held by the executives, and persons with competent authority, notwithstanding that such person receive the interest from Applicant.					
	[Ref. item 4.1]	Juristic Person Name	Service Description	Type of Relation	
				Share Holding (indicate the stake)	position held by executives, and persons with competent authority
4.2.1					
4.2.2					
4.2.3					
4.2.4					
4.2.5					
4.2.6					



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**Form 4: Ownership of the Applicant**

**4.3 Other Equity Interests in the Applicant's Business held by the Immediate Family of Executives and Persons with Competent Authority**

For the immediate family of any person listed in Item 4.1, state any ownership in other juristic person which is the telecommunications business operator, or the applicant for telecommunications business licensee or juristic person listed in Item 3., both direct and indirect, in amount in the equivalent of [x]% or greater in such shares or other ownership form (limited company, partnership, or sole proprietorship). Family relation refers to in this disclosure includes only parent, spouse, brother and sister, father's older and younger sister and brother, mother's older and younger sister and brother as well as spouses and children of these relatives.

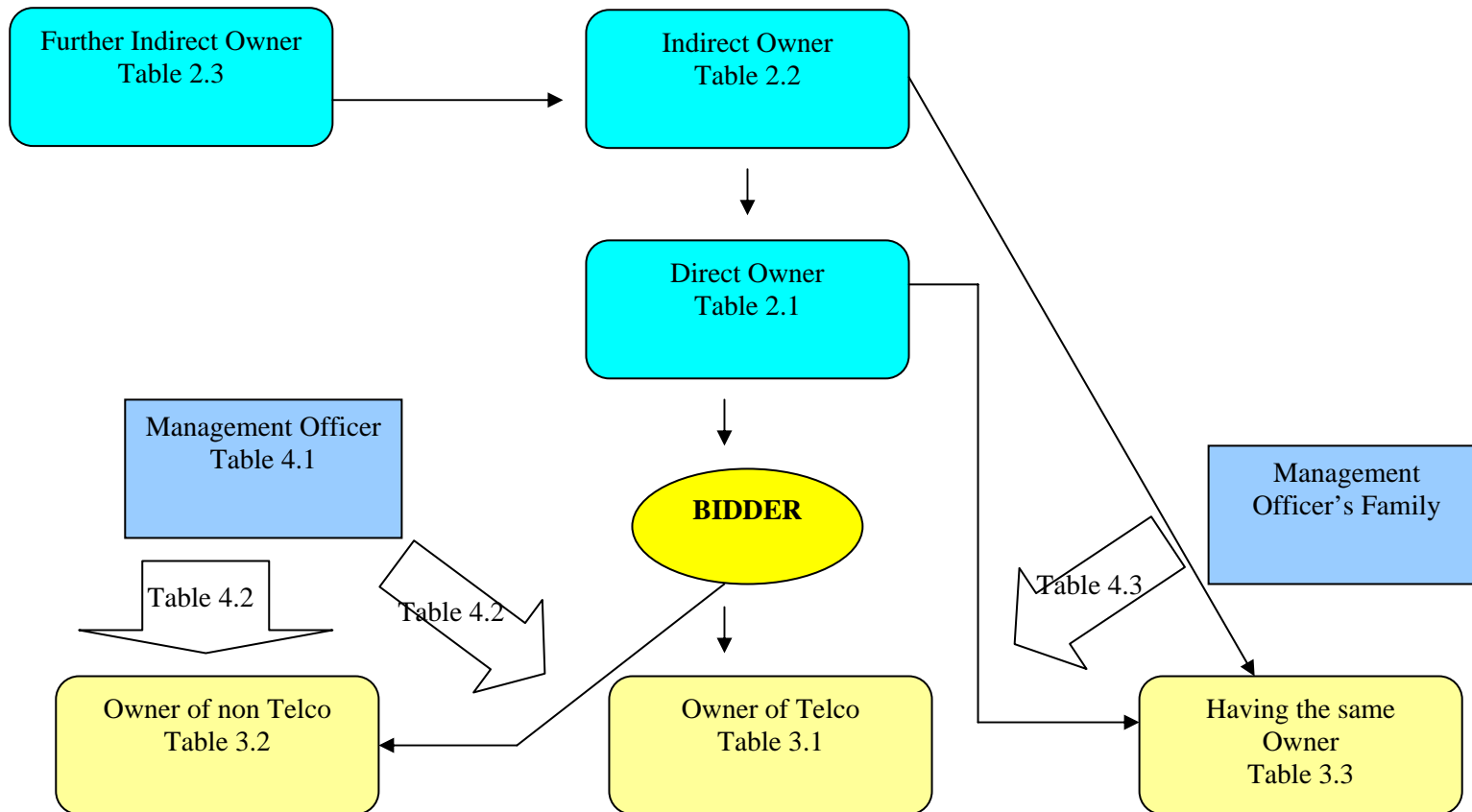
	[Ref. item 4.1]	Family Member	Relation with Executives and Persons with Competent Authority	Stake
		[Full name of family member]	[Family relationship]	[as % to one decimal]
4.3.1				
4.3.2				
4.3.3				
4.3.4				
4.3.5				
4.3.6				



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**Form 4: Ownership of the Applicant**

**5. The Disclosure of Ownership of the Applicant**





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**Form 4: Ownership of the Applicant**

Signature ..... authorized person acting for the corporate (1<sup>st</sup> Person)

(.....)

Date/Month/Year .....

Signature ..... authorized person acting for the corporate (2<sup>nd</sup> Person)

(.....)

Date/Month/Year .....

Signature ..... authorized person acting for the corporate (3<sup>rd</sup> Person)

(.....)

Date/Month/Year .....



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**Form 5: Holders of Information about Applicant's Participation in Auction**

<b>1.</b>	<b>Legal Name of Applicant</b> <i>(Full Legal Name as it appears on supporting documents)</i>																																																												
<b>2.</b>	<b>Authorized Persons</b>																																																												
<p>State here all persons which the Applicant has or will authorize to have access to non-public information about any aspect of the Applicant's participation in the award process, including but not limited to the auction process.</p> <p>Note that this listing must include persons not employed by, or otherwise holding formal positions with the Applicant, such as accountants, auditors, financial advisors and the like, where such persons are authorized recipients of non-public information about the Applicant's participation in the Award Process.</p>																																																													
	<table border="1" style="width: 100%;"><thead><tr><th style="width: 5%;"></th><th style="width: 30%;">Name</th><th style="width: 25%;">Occupation</th><th style="width: 20%;">Role</th><th style="width: 20%;">Organization</th></tr><tr><td></td><td>(full name of individual)</td><td>(state primary occupation)</td><td>(functional role in bid)</td><td>(full organization or entity name if not Applicant)</td></tr></thead><tbody><tr><td style="text-align: center;">1)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">2)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">3)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">4)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">5)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">6)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">7)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">8)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">9)</td><td></td><td></td><td></td><td></td></tr><tr><td style="text-align: center;">10)</td><td></td><td></td><td></td><td></td></tr></tbody></table>		Name	Occupation	Role	Organization		(full name of individual)	(state primary occupation)	(functional role in bid)	(full organization or entity name if not Applicant)	1)					2)					3)					4)					5)					6)					7)					8)					9)					10)				
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**Application Form**  
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**Form 5: Holders of Information about Applicant's Participation in Auction**

**3. Documentation Attached**

Please append certified copies of the following documents of each authorized person

- Power of attorney
- authorizing person's identification card and house registration of authorized person

Signature ..... authorized person acting for the corporate (1<sup>st</sup> Person)

(.....)

Date/Month/Year .....

Signature ..... authorized person acting for the corporate (2<sup>nd</sup> Person)

(.....)

Date/Month/Year .....

Signature ..... authorized person acting for the corporate (3<sup>rd</sup> Person)

(.....)

Date/Month/Year .....



**Application Form**  
**License for the Provision of Mobile Phone Service (IMT or 3G and Beyond)**

**Form 6: Certifications**

**1. Legal Name of Applicant** *(Full Legal Name as it appears on supporting documents)*

**2. Certifications**

On behalf of the Applicant, I certify that the Applicants will refrain from disclosing any confidential information to other Applicants, including exchanging information with other Applicants regarding bidding strategy or strategy for the use of the License for providing the service.

On behalf of the Applicant, I certify that the Applicant will refrain from entering into agreements with other Applicants in relation to the Licenses or the Auction. Applicants are reminded of their obligations under existing law on the Offence Arising from Offering Price to Government Sector.

On behalf of the Applicant, I acknowledge that NTC will retain a general power to exclude any Applicant if, in its opinion:

1. Holding of a license by that Applicant would be prejudicial to the interests of national security; or
2. The Applicant would not be a fit and proper person to hold a license.

On behalf of the Applicant, I certify the information in this application is both complete and correct.

Signature ..... authorized person acting for the corporate (1<sup>st</sup> Person)

(.....)

Date/Month/Year .....

Signature ..... authorized person acting for the corporate (2<sup>nd</sup> Person)

(.....)

Date/Month/Year .....

Signature ..... authorized person acting for the corporate (3<sup>rd</sup> Person)

(.....)

Date/Month/Year .....