

**GUIDELINES AND
TERMS AND CONDITIONS
FOR APPLICANTS OF
THE SUBSIDY SCHEME TO EXTEND
5G COVERAGE IN RURAL AND
REMOTE AREAS**

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1. GENERAL

1.1 Background

- 1.1.1 5G network infrastructure in Hong Kong is at the forefront of the world. However, due to the geographical span in rural and remote areas as well as the ruggedness of the terrain, the existing mobile network coverage and capacity in these areas may not be as comprehensive as those in the urban areas. Besides, because of the lower customer demand and lack of availability of electricity and fibre backhaul support, mobile network operators (“**MNOs**”) may not have commercial incentives to expand mobile network infrastructure in these areas. Hence, mobile users in rural and remote areas may not fully enjoy the seamless connectivity as experienced by those in urban areas and improvement of the quality of life brought by 5G technology.
- 1.1.2 To take forward the initiative announced in the Chief Executive’s 2023 Policy Address to enhance 5G coverage, the Government has launched the Subsidy Scheme to Extend 5G Coverage in Rural and Remote Areas (“**Scheme**”) to provide financial support to MNOs in Hong Kong to expedite the roll-out of 5G infrastructure in rural and remote areas. The expansion of 5G networks will be conducive to fostering the economic growth, accessibility of online learning and telehealth services by residents in rural and remote areas. The Scheme also supports the Government’s ongoing efforts in spearheading the development of smart city in remote areas. The Scheme is administered by the Office of the Communications Authority (“**OFCA**”).
- 1.1.3 OFCA will decide in its absolute discretion whether to approve applications under the Scheme and disburse funds based on, among others, a set of specified selection criteria and merits of each application. In respect of each approved application under the Scheme, the subsidy will be granted on a reimbursement basis, subject to a cap of HK\$2,000,000. An additional subsidy of not more than HK\$2,000,000 may be provided on a reimbursement basis for sites with greater technical complexity.
- 1.1.4 Applicants should note that their applications are subject to OFCA’s assessment. If approved, the subsidy will be reimbursed based on the actual and relevant expenses incurred. Applicants may incur expenses for their projects before application approval, but they do so at their own risk and will be responsible for those expenses if their applications are rejected or only partially approved. The Government and OFCA accept no responsibility for any loss or damage howsoever caused arising out of or in connection with the non-receipt of any subsidy.
- 1.1.5 As a general rule, the Scheme does not cover costs incurred prior to the Project Commencement Date or after the Installation Completion Date. Please refer to paragraph 4.1.4 below for further details.

1.1.6 For the purposes of these Guidelines:

“**Designated Site**” has the meaning given to it in paragraph 3.1.2;

“**Government**” means the Government of Hong Kong;

“**Grantee**” has the meaning given to it in paragraph 2.3.7;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Installation Completion Date**” means the date specified by OFCA in the Completion Notice referred to in paragraph 4.2.5;

“**Lead MNOs**” has the meaning given to it in paragraph 1.3.3;

“**Participating MNOs**” has the meaning given to it in paragraph 1.3.3;

“**Project**” (in upper or lower case) has the meaning given to it in paragraph 2.1.2;

“**Project Commencement Date**” means the commencement date of a Project to be specified by OFCA;

“**RBSs**” has the meaning given to it in paragraph 1.2.1;

“**Scheme**” has the meaning given to it in paragraph 1.1.2;

“**Terms of the Project**” has the meaning given to it in paragraph 6.1.2;

1.1.7 Unless the context indicates otherwise, “**OFCA**” in these Guidelines refers to the Government and/or OFCA, as applicable.

1.2 **Objective**

1.2.1 The Scheme aims to provide funding support in connection with the installation of radio base stations (“**RBSs**”) and ancillary facilities in rural and remote areas within the Hong Kong with a view to enhancing 5G coverage and capacity in these areas so as to improve the quality of life in the areas and safeguard the safety of rural activities.

1.2.2 These Guidelines and Terms and Conditions for Applicants of the Subsidy Scheme to Extend 5G Coverage in Rural and Remote Areas (“**Guidelines**”) aim to provide information and guidance to interested parties in making

funding applications for the Scheme. These Guidelines have taken into account feedback from key stakeholders, including MNOs, received during the consultation process.

1.3 Eligibility of the Applicant

- 1.3.1 An applicant applying for subsidy under the Scheme must be a MNO, which holds a valid Unified Carrier Licence (“UCL”) granted by the Communications Authority (“CA”) and is duly authorised under the UCL to provide public mobile radiocommunications services in Hong Kong.
- 1.3.2 OFCA reserves at all times the right to determine an applicant’s eligibility for subsidy under the Scheme.
- 1.3.3 Each application must be submitted by an MNO acting as the lead MNO (“**Lead MNO**”). The Lead MNO must have communicated with all other MNOs committed to participating in the project with the Lead MNO (“**Participating MNOs**”) about the intended application and must be nominated as the Lead MNO by those Participating MNOs.
- 1.3.4 Double subsidy is not allowed. Facilities in a project that receive or have received funding from other Government programmes or schemes are not eligible for subsidy under the Scheme.

2. APPLICATION

2.1 Application Period

- 2.1.1 The Scheme is open for application from 7 July 2025 until 31 December 2028 (both days inclusive), or until the total amount of subsidy earmarked under the Scheme is exhausted, whichever is earlier.
- 2.1.2 Each application shall cover a project for the installation of RBS(s) at a particular site in Hong Kong and the operation of the RBS(s) for a minimum of ten (10) years from the Installation Completion Date (“**Project**”).

2.2 Submission of Applications

- 2.2.1 Interested MNOs should download the application form (“**Application Form**”) (in Microsoft Word format) from OFCA’s website at https://www.ofca.gov.hk/en/industry_focus/infrastructures/rural_5g/index.html.
- 2.2.2 The completed and signed Application Form, together with the confirmation of interest required in paragraph 2.2.4 below and all the supporting documents,

must reach OFCA on or before 31 December 2028. Late submission of an application would not be accepted. An application should be submitted through the following means –

- (a) By post or in person to: OFCA, 29/F, Wu Chung House, 213 Queen's Road East, Wanchai, Hong Kong. The application should be enclosed in an envelope marked **“Application for Subsidy Scheme to Extend 5G Coverage in Rural and Remote Areas”**; or
- (b) By email to: 5g-rural@ofca.gov.hk. After submitting an application by email, the applicant shall submit a hardcopy of the original duly signed Application Form, together with all supporting documents by post or in person to OFCA within ten (10) working days. **Any application which fails to follow this instruction may be rejected at OFCA's sole discretion.** In case of any conflict between an application submitted via email and the hardcopy version thereof, the hardcopy shall prevail.

2.2.3 The applicant shall provide in the Application Form a project proposal detailing the intended installation of facilities at the site, the technical configuration and parameters of the installation, and a work plan for acquiring the site and obtaining all necessary approvals. In addition, the applicant shall demonstrate, to the satisfaction of OFCA, that it has conducted due diligence and made reasonable enquiries to ensure that there are no foreseeable obstacles or hindrances that would impede the completion of the installation and associated construction works in accordance with its project proposal.

2.2.4 The applicant, i.e. Lead MNO, shall state explicitly in the Application Form that it has communicated with all other MNOs in Hong Kong as to whether they will join the project and share the facilities covered in the application. In this connection, **all other MNOs shall each complete and sign a confirmation of interest in the form at Annex.** The applicant shall use all reasonable endeavours to work with other Participating MNO(s) to facilitate the shared use of the facilities, so as to achieve the policy objectives of this Scheme to the greatest extent possible. Merits will be given to the application participated by all or a majority of MNOs in Hong Kong. The applicant shall list out in the Application Form all Participating MNOs who will participate in the Project and share the facilities with the applicant. If the facilities cannot accommodate all MNOs who want to share the facilities, the applicant should provide full justifications in the Application Form.

2.2.5 Should the application involve facility sharing, the applicant shall be solely responsible for establishing relationships, and for initiating discussions, with all other MNOs. Before submitting an application for the Scheme, the applicant shall finalise or commit to finalise commercial agreement(s) for the sharing of facilities and related arrangements, including the allocation of any subsidy among the applicant and the Participating MNO(s) and the operation

and maintenance responsibility for the RBS(s) if the application is successful.

2.2.6 The commercial agreement(s) referred to in paragraph 2.2.5 above shall clearly set out the responsibilities of the applicant, i.e. Lead MNO, and the Participating MNOs, including -

- (a) keeping by the Lead MNO of all records relating to the allocation of the subsidy between the Lead MNO and the Participating MNO(s);
- (b) monitoring of the continuity of services provided by the Lead MNO and the Participating MNO(s);
- (c) maintenance, repair and replacement of the facilities by the Lead MNO and the Participating MNO(s);
- (d) returning of subsidy in the circumstances specified in paragraph 4.3 below by the Lead MNO or the Participating MNO(s), as the case may be; and
- (e) provision by the Participating MNO(s) to the Lead MNO of all information and support necessary to ensure compliance with the Terms of the Project.

Upon OFCA's request, the applicant shall provide copies of the commercial agreements or other relevant documentation to demonstrate that well-defined commercial arrangements between the applicant (as the Lead MNO) and other Participating MNOs have been established to ensure accountability and compliance.

2.2.7 While there is no application fee, an applicant shall submit its application at its own costs and expenses. OFCA shall not be liable for any costs, losses or expenses whatsoever incurred by any applicant in connection with the preparation and submission of its application.

2.3 **Processing of Applications**

2.3.1 OFCA reserves the right to request additional information and/or documents from an applicant for the purpose of processing and assessing the application. Failure by the applicant to provide the requested information and/or document within the time frame stipulated by OFCA will render the application unsuccessful, without any further notice to the applicant by OFCA.

2.3.2 After OFCA is satisfied that all required information and/or documents for an application have been received, OFCA will send an acknowledgement of the complete application to the applicant.

2.3.3 Applications that meet the eligibility criteria specified in paragraph 1.3 above and for which an acknowledgement of the complete application has been

received will be assessed by OFCA in accordance with the assessment criteria and considerations set out in paragraphs 3.1 and 3.2 below.

- 2.3.4 OFCA may seek advice from third party(ies) regarding the application assessment. The applicant shall irrevocably authorise, consent to and agree that OFCA may use or disclose to any person any information from the application for the assessment purposes.
- 2.3.5 OFCA shall have sole right to approve or reject an application. OFCA will provide each applicant with written notification of its decision. A successful applicant will receive a letter of approval detailing the Approved Funding Limit (as defined in paragraph 4.1.5 below) and the terms and conditions of the subsidy grant (“**Letter of Approval**”).
- 2.3.6 If the successful applicant accepts the proposed subsidy grant on the terms and conditions set out in the Letter of Approval, it shall countersign and return the Letter of Approval to OFCA within the period specified therein. OFCA may withdraw the subsidy approval if the countersigned Letter of Approval is not received within the specified period, unless an extension is approved by OFCA.
- 2.3.7 The grant of the subsidy is contingent upon the successful applicant (i.e. the Lead MNO) and each Participating MNO executing an Undertaking, in the form prescribed by the Government, wherein they agree to adhere to and be bound by the Terms of the Project. The Lead MNO will be designated as the grantee (“**Grantee**”) and shall be the sole recipient of the approved subsidy in connection with the Project.
- 2.3.8 All the information provided to OFCA for the Scheme will be kept for record and auditing purposes and will not be returned to the applicant, regardless of the application’s outcome. Applicants should keep copies of these documents for their own record.
- 2.3.9 A declined application may be resubmitted if it has been revised substantially or if additional information is provided and substantiated to address the comments made by OFCA. The applicant shall set out clearly the revisions made in the resubmitted application as compared to the previous application.
- 2.3.10 Any revised application will be treated as superseding the previous application.
- 2.3.11 Without prejudice to paragraphs 2.3.9 and 2.3.10 above, an applicant may propose a revision to the list of Participating MNOs associated with its

application, provided that such revisions are submitted before a final decision¹ is made on the previously submitted application. OFCA reserves the sole discretion to accept or reject the revised application based on its assessment. Any approved revisions will be incorporated into the resubmitted application, thereby superseding the previous list of Participating MNOs.

3. ASSESSMENT

3.1 Assessment Criteria

3.1.1 All applications will be assessed based on their own merits according to the selection criteria set out in this paragraph.

3.1.2 In considering an application, the following factors will be considered –

- (a) the site location should be situated at one of the designated sites as specified by OFCA (“**Designated Sites**”)²;
- (b) if the applicant proposes to install RBS(s) at an alternative site (“**Alternative Site**”) instead of any of the Designated Sites, the applicant must prove to OFCA’s satisfaction that unforeseen events or obstacles justify the use of the Alternative Site. Furthermore, the proposed RBS(s) at the Alternative Site should primarily enhance mobile coverage and/or capacity in underserved rural and remote areas;
- (c) the applicant must demonstrate compliance with all requirements outlined in paragraph 3.2 below to OFCA’s satisfaction;
- (d) the applicant needs to demonstrate, based on its work plan and site acquisition progress (including obtaining government departments’ approvals) that the proposed establishment of RBS(s) is feasible after considering building structures, power supply, and fibre network availability; and
- (e) any other factors that OFCA considers relevant.

3.2 Requirements for Proposed RBS(s)

3.2.1 The Grantee and the Participating MNO(s) shall comply with all the

¹ If an MNO, who is not a Participating MNO, expresses interest in installing RBS after approval of the application, the Grantee shall, as far as practicable and technically feasible, endeavour to negotiate an agreement with that MNO. However, all costs related to the installation of RBS by the latecomer MNO will not be eligible for subsidy.

² The Scheme will be implemented in two phases, Phase I and Phase II. OFCA will specify the designated sites for each Phase and invite the MNOs to submit applications accordingly.

requirements in this paragraph 3.2 in carrying out the Project.

- 3.2.2 The Grantee and the Participating MNO(s) shall ensure that the proposed RBS(s) are brought into operation, providing public mobile radiocommunications services of the Grantee and all the Participating MNOs within 12 months from Project Commencement Date.
- 3.2.3 The RBS(s) shall offer 5G or more advanced generation of mobile services with a minimum mean downlink data speed of no less than 100 Mbps within a coverage area to OFCA's satisfaction.
- 3.2.4 The Grantee and the Participating MNO(s) shall ensure that the RBS(s) will continuously operate and provide 5G or more advanced generation of mobile services of the Grantee and the Participating MNO(s) meeting the requirements in paragraph 3.2.3 above for a minimum of **ten (10) years** from the Installation Completion Date, except for scheduled maintenance or unforeseen equipment failures. In the event of scheduled maintenance or unforeseen equipment failures, the Grantee and/or each of the Participating MNO(s) (as the case may be) shall proactively notify OFCA and promptly restore the RBS(s) to operational condition.
- 3.2.5 The Grantee and the Participating MNO(s) shall comply where applicable with the Terms of the Project at all times for the duration of the Project.
- 3.2.6 The Grantee and the Participating MNO(s) shall fully cooperate and support OFCA and other government departments regarding the provision of mobile services with use of the proposed RBS(s).
- 3.2.7 For protection of surrounding environment, the Grantee and the Participating MNO(s) shall (a) ensure compliance with all applicable laws and regulations related to environmental protection in connection with the installation of the RBS(s), and make appropriate arrangements to reduce the impact of the RBS(s) installation work on the surrounding environment, nearby residents and other members of the public; and (b) make appropriate measures to address visual impact concerns, such as adopting appropriate exterior designs to match and blend in with the appearance of the building as well as minimising the space occupied as far as practicable, so as to reduce the negative visual impact on the surrounding environment by the RBS equipment.
- 3.2.8 The Grantee and the Participating MNO(s) shall ensure that the RBS(s) are built in full compliance with all applicable laws and regulations, as well as all applicable instruments, standards and specifications as promulgated by CA, OFCA and relevant government department(s) or statutory body(ies).
- 3.2.9 The Grantee and the Participating MNOs shall strictly comply with the non-

ionising radiation (“NIR”) safety limits as specified by CA from time to time and obtain approval from CA for bringing the RBS(s) into operation. In addition, the Grantee and the Participating MNOs shall jointly submit a further measurement report to OFCA within one month after the proposed RBS(s) is/are put into service to demonstrate that the radiation levels meet the safety standards. They shall also render assistance as far as possible to OFCA from time to time in relation to checking on the radiation levels of the RBS(s).

- 3.2.10 It is incumbent upon the Grantee and the Participating MNO(s) to obtain all necessary approvals/permits issued by relevant government departments such as Architectural Services Department, Buildings Department, Electrical and Mechanical Services Department, Government Property Agency, Lands Department, Planning Department, etc. in respect of the installation, operation and maintenance of the proposed RBS(s). The Grantee and the Participating MNO(s) shall also comply with all applicable statutory requirements at all times.

4. SUBSIDY ARRANGEMENT

4.1 Subsidy Amount

- 4.1.1 With respect to a successful application, the Government will offer funding support on a reimbursement basis in accordance with this paragraph 4.1. For the avoidance of doubt, all funding support given by the Government under the Scheme will only be granted to the Grantee. The Grantee is responsible for allocating and reimbursing the funding granted by the Government to the Participating MNO(s) for any costs incurred or borne by them, if applicable.
- 4.1.2 Only non-recurring (one-off) costs directly related to installing, setting up or putting in place the RBS(s) will be eligible for coverage under the Scheme. OFCA reserves all its right to determine, at its sole discretion, whether any specific cost incurred qualifies for subsidy under the Scheme.
- 4.1.3 For the avoidance of doubt, the following cost items will not be covered or reimbursed under the Scheme –
- (a) costs related to remunerations or salaries of the employees of the Grantee and the Participating MNOs;
 - (b) recurring expenses;
 - (c) general administration (including contract negotiation and administration) and office expenses; and
 - (d) capital financing expenses such as mortgage and interest on

loans/overdrafts, etc.

The list above is illustrative and is not exhaustive.

- 4.1.4 In general, costs incurred prior to the Project Commencement Date or after the Installation Completion Date are not covered under the Scheme. However, to support the policy objective of expediting the rollout of 5G mobile services in remote and rural areas, MNOs may have started their planning works earlier and OFCA is prepared to consider on a case-by-case basis whether costs incurred prior to the Project Commencement Date should be eligible. In order for costs incurred before the Project Commencement Date to be considered the applicant must indicate in its application and provide audited accounts to prove to OFCA's satisfaction that these costs were primarily related to preparatory works for the RBS installation (e.g. equipment procurement, and consultant fee for proposing the structural work as well as conducting environmental impact assessment).
- 4.1.5 Upon approval of an application pursuant to paragraph 2.3.5 above, OFCA will specify the upper funding limit in the Letter of Approval ("**Approved Funding Limit**"). Except as provided in paragraph 4.1.6 below, the Approved Funding Limit will be HK\$2,000,000.
- 4.1.6 The Approved Funding Limit may be increased to HK\$4,000,000 if OFCA determines that the site for RBS installation involves exceptional technical complexity due to factors such as:
- (a) additional work or procedure required for RBS installation (e.g. extra civil engineering work) due to the lack of infrastructure, or accessibility; and
 - (b) consultancy studies required for conducting environmental impact assessments or seeking planning permission by Town Planning Board, etc.

OFCA will have the sole and absolute discretion in determining whether an application will be entitled to the increased Approved Funding Limit or not.

4.2 Disbursement of Subsidy

- 4.2.1 At least one (1) month before the conduct of acceptance test for the facilities covered by the approved application, the Grantee shall submit to OFCA a comprehensive test plan, detailing (a) acceptance criteria; (b) test items / cases to be tested; (c) test procedures and expected results; and (d) detailed arrangements to be made by the Grantee to facilitate on-site inspection and checking by the officer(s) of OFCA.

- 4.2.2 Following OFCA’s approval of the test plan, the Grantee, with support from the Participating MNOs, if necessary, shall conduct the acceptance test and prepare an acceptance test report to the satisfaction of OFCA. Once the report is submitted, OFCA may perform on-site inspection and checking for verification purposes. The Grantee is required to address any queries or comments from OFCA regarding the acceptance test report or inspection findings. OFCA may at its absolute discretion, request the Grantee to re-conduct any part of the acceptance test as it sees fit.
- 4.2.3 On or before submission of the acceptance test report, the Grantee shall submit audited accounts (“**Audited Accounts**”) setting out (a) the actual costs, with itemised breakdown, for the cost items related to the RBS(s) covered by the application; and (b) the proportion of the cost attribute to each MNOs³. For example:

Cost Items	Grantee (i.e. MNO A)	Participating MNO B	Participating MNO C	Participating MNO D	Total
Common costs apportioned to the Grantee and each Participating MNO					
e.g. Construction cost	Construction cost shared by MNO A	Construction cost shared by MNO B	Construction cost shared by MNO C	Construction cost shared by MNO D	Total Construction cost
Costs specific to the Grantee and each Participating MNO					
e.g. Equipment cost	Equipment cost A	Equipment cost B	Equipment cost C	Equipment cost D	Total equipment cost
Total Cost	Total Cost A	Total Cost B	Total Cost C	Total Cost D	Total Cost
Proportion of cost attributable to each MNO	Total Cost A / Total Cost	Total Cost B / Total Cost	Total Cost C / Total Cost	Total Cost D / Total Cost	100%

³ The cost items should be grouped under two major categories, common costs (which should be apportioned to each MNO on a reasonable basis, such as an even allocation or based on the area occupied by each MNO’s equipment) and cost specific to each MNO. OFCA will take into account this information when calculating and claiming against the MNO any return of subsidy.

Participating MNO may, on the ground of confidentiality concern, submit separate audited accounts directly to OFCA that cover cost specific to each Participating MNO. These costs should not be included in the audited accounts submitted by the Grantee. The Grantee must specify clearly in its audited accounts that, for cost items other than common costs, the costs do not include those costs specific to the participating MNO(s). If the proportion of cost specifically attributable to each MNO are not provided under the Grantee’s audited accounts, the proportion of costs attributable to each MNO will be considered to be equal for the purpose of calculating the amount to be returned under paragraph 4.3 below.

- 4.2.4 In the Audited Accounts, the auditor is required to express an opinion as to whether the Grantee has complied, in all material respects, with all the Terms of the Project when preparing the project accounts and to make full disclosure of any material non-compliance.
- 4.2.5 Once OFCA is satisfied that the facilities have been completed in accordance with all the requirements specified in the Terms of the Project, and all required documents and information (including the Audited Accounts) have been received by OFCA, OFCA will then issue a completion notice (“**Completion Notice**”) to the Grantee.
- 4.2.6 In general, subsidy will be granted to the Grantee, capped at the Approved Funding Limit, within thirty (30) days after issue of the Completion Notice. OFCA reserves at all times the right to determine at its sole discretion the final subsidy amount to be granted.

4.3 **Return of Subsidy**

- 4.3.1 In the event of that the Grantee or a Participating MNO fails to operate the RBS(s) for at least ten (10) years in accordance with the paragraph 3.2.4, the Grantee or the Participating MNO, as the case may be, shall return such portion of the subsidy to the Government on a pro-rata basis calculated in accordance with the following formula and rounded up to the nearest dollar –

$$R = S \times \frac{D - d}{D}$$

where –

S is amount of subsidy allocated to the Grantee or Participating MNO with respect to the RBS(s);

D is the total number of days for the 10-year period from the Installation Completion Date;

d is the total number of days from the Installation Completion Date to a date (“Cessation Commencement Date”) before expiry of the 10-year period from the Installation Completion Date on which the facilities of the Grantee or a Participating MNO commence ceasing operation, non-compliant with paragraph 3.2.4 above (both dates inclusive); and

R is amount of subsidy that should be returned.

For example, an application is approved with issue of a Completion Notice on 1 January 2026 (which is the Installation Completion Date) and grant of a subsidy of HK\$2,000,000. There are four MNOs in total in the application. The amount of subsidy allocated to each MNO based on the proportion of cost

attributable to each MNO as provided in paragraph 4.2.3 above is tabulated as follows –

MNOs	Proportion of cost attribute to each MNO	Amount of subsidy allocated
MNO A (the Grantee)	30%	HK\$600,000
MNO B	20%	HK\$400,000
MNO C	25%	HK\$500,000
MNO D	25%	HK\$500,000
Total	100%	HK\$2,000,000

The facilities of MNO B cease operation on 30 June 2029 (which is the Cessation Commencement Date). The amount of subsidy that should be returned should be calculated as follows –

$$S = \text{HK\$400,000}$$

$$D = 365 \times 8 \text{ (for the 8 years which are not leap years)} + 366 \times 2 \text{ (for the 2 leap years, i.e. 2028 and 2032)} = 3\,652$$

$$d = 365 \times 2 \text{ (for 2026 and 2027)} + 366 \text{ (for 2028 which is a leap year)} + 181 \text{ (for the 6-month period from 1 January to 30 June 2029)} = 1\,277$$

$$R = \text{HK\$400,000} \times \frac{3\,652 - 1\,277}{3\,652} = \text{HK\$ } 260,132$$

- 4.3.2 The Grantee shall notify OFCA in advance of any actions or plans to cease operation of the facilities which could affect compliance with paragraph 3.2.4 above and, propose remedy to mitigate the impacts to any affected areas. The Grantee shall provide OFCA with relevant details (including the date of cessation) as soon as practicable and in any event no later than one (1) month after the cessation.
- 4.3.3 The Grantee or the Participating MNO, as the case may be, shall return to the Government the portion of the subsidy calculated in accordance with paragraph 4.3.1 above, within one (1) month after demand by the Government for the return.
- 4.3.4 Without prejudice to paragraph 6.12 below, if the total number of MNOs actually installed RBS at a site is less than the total number of MNOs stated in the application upon the issuance of the Completion Notice by OFCA, OFCA may at its absolute discretion deduct the amount of subsidy to be granted after taking into account the actual number of MNOs and other relevant factors including the feasibility of apportioning the subsidy granted based on the number of MNOs and/or RBS installed to ensure effective and efficient use of subsidy funds while supporting the policy objective of the Scheme.
- 4.3.5 The Grantee is not required to return the subsidy solely by reason of the

occurrence of any of the following events:

- (a) if any of the Participating MNOs wind up, dissolve or liquidate before the expiry of the 10-year period from the Installation Completion Date, or in any other similar situations where there is no assignee or successor to continue to operate the RBS(s) previously operated by the wound-up, dissolved, liquidated Participating MNO(s);
- (b) if the obligation in paragraph 3.2.4 above is suspended due to Force Majeure Event pursuant to paragraph 6.13; or
- (c) if the non-compliance is a result of changes in government initiatives that prohibit the operation of the RBS(s) for the required 10-year period or if the site where the RBS would be operating becomes subject to new government initiatives that prohibit the operation of such facilities for the required 10-year period.

4.3.6 For the avoidance of doubt, the Grantee and Participating MNO(s) shall bear all expenses relating to demolition and/or relocation of the RBS(s) irrespective of whether such demolition / relocation is due to Force Majeure Event or not.

5. PROJECT IMPLEMENTATION

5.1 Project Coordinator

5.1.1 The Grantee shall appoint one of its employees at managerial rank to assume the role of the liaison officer (“**Project Coordinator**”) for communication between the Grantee and OFCA. The Project Coordinator shall be responsible for overseeing the implementation of the Project and liaising with OFCA. The Project Coordinator must be readily contactable.

5.2 Report on Project Progress

5.2.1 For project monitoring purpose, the Grantee shall provide prompt written responses to comments or requests from OFCA, and upon request by OFCA submit progress reports on a regular basis.

5.2.2 The Grantee shall adhere to any guidance and direction provided by OFCA in relation to the Project as necessary from time to time.

5.3 On-site Visit and/or Demonstration

5.3.1 OFCA may conduct on-site visits to the places where the RBS is built and/or require the Grantee to conduct a demonstration to show that the Project is being implemented or completed, as the case may be, in accordance with the

Terms of the Project. Upon request by OFCA, the Grantee shall facilitate the conduct of such visit and/or demonstration in a timely manner.

5.4 Procurement Procedures

- 5.4.1 The Grantee and the Participating MNO(s) shall require the staff involved in the procurement process to observe the requirements on declaration of conflict of interest. The Grantee and the Participating MNO(s) shall avoid any conflict of interest situation in the procurement process, such as procuring goods/services from suppliers/service providers who are associates or associated persons of the applicant (or any of its directors and employees).
- 5.4.2 To ensure that all procurements for goods and services are carried out in an unbiased and fair manner, the Grantee and the Participating MNO(s) shall, as far as practicable, obtain multiple quotations from a reasonable number of suppliers or service providers, considering the actual market conditions, complexity and value of the procurement.
- 5.4.3 In case the Grantee or a Participating MNO(s) procured high value goods or services from one supplier or service provider, OFCA may reserve its right to request details from the Grantee and the Participating MNO (as the case may be) for consideration during the assessment of the Audited Accounts. The details, including but not limited to the Grantee/Participating MNO's relationship with the supplier or service provider concerned and justifications for not following the recommended procurement process set out in paragraph 5.4.2 above.
- 5.4.4 The Grantee and the Participating MNO(s) shall incorporate the sample probity clauses in all quotation invitation documents for procurements for goods and services based on the ICAC Guidebook (https://cpas.icac.hk/EN/Info/Lib_List?cate_id=43&id=142), prohibiting bidders from offering or soliciting bribes in relation to the bidding exercise.
- 5.4.5 All quotations under the Project shall be kept for a period of at least seven (7) years from the Installation Completion Date or the termination date of the Project, whichever is later, and shall be made available without delay for OFCA's inspection upon request.
- 5.4.6 The Grantee and the Participating MNO(s) shall manage their procurement to the extent that they can disqualify a tenderer/terminate a contract upon the occurrence of any of the following events:
- (a) the tenderer/contractor has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;

- (b) the continued engagement of the contractor or the continued performance of the Contract is contrary to the interest of national security; or
- (c) the Grantee reasonably believes that any of the events mentioned above is about to occur.

5.5 Publicity

- 5.5.1 A Grantee may be required by OFCA to take part in publicity activities to showcase the outcome and achievements of the project. The publicity activities may be conducted in the form of seminar, workshop, conference, exhibition, press release and/or social media post, etc. The Grantee shall comply with OFCA's requests in this regard, facilitate and participate in relevant activities at their own cost without charging OFCA.
- 5.5.2 A Grantee and all Participating MNOs shall seek OFCA's written consent before launching or engaging in any publicity activities in connection to its participation in or RBS installation under the Scheme.

6. OTHER TERMS AND CONDITIONS

6.1 Terms of the Project

- 6.1.1 By submitting an application under the Scheme, an applicant agrees to accept and abide by all the provisions of these Guidelines and the Application Form.
- 6.1.2 The successful applicant (i.e. the Lead MNO) and each Participating MNO shall execute an Undertaking, in the form prescribed by the Government, wherein they agree to adhere to and be bound by all terms and conditions of the Project, including, without limitation, the provisions of these Guidelines, the Application Form (including any statements, representations, proposals, undertakings, etc. made in or in connection with the Application Form) and the directives or instructions issued by OFCA ("**Terms of the Project**").
- 6.1.3 OFCA shall have sole and absolute discretion in the determination and interpretation of all the matters relating to the Scheme.
- 6.1.4 To the maximum extent permitted by law, neither the Government nor OFCA shall be liable for any loss, deficit, damage, liability or claim, howsoever caused, incurred or sustained by the Grantee or any other person in respect of or arising from the Project approved under the Scheme.

6.2 Relationship of the Parties

- 6.2.1 Neither the Grantee nor any Participating MNO shall represent itself as an employee, servant, agent or partner of the Government or OFCA.
- 6.2.2 All rights and powers of the Government under the Terms of the Project may be exercised by OFCA. All powers exercised by OFCA are exercised for and on behalf of the Government.

6.3 Termination of the Grant of Subsidy

- 6.3.1 OFCA reserves the right to terminate the grant of subsidy to a Grantee. Circumstances which warrant termination include but not limited to:
 - (a) any information provided by the Grantee or a Participating MNO is found to be false, invalid or inaccurate;
 - (b) a failure to comply with or a breach of the Terms of the Project by the Grantee or a Participating MNO;
 - (c) the Grantee is unable to pay debts generally as they fall due or is declared bankrupt or insolvent or any proceedings which may result in the winding up or insolvency of the Grantee;
 - (d) if the Grantee dissolves its business/operation before the Project is completed;
 - (e) the Grantee fails to complete or, in OFCA's opinion, likely fails to complete the project;
 - (f) Suspension due to Force Majeure (as defined in paragraph 6.13.4 below) subsists as described in paragraph 6.13.8 below;
 - (g) the Grantee engages in any conduct which is reasonably considered by OFCA to be prejudicial of the project;
 - (h) the Grantee or a Participating MNO has engaged or is engaging in acts or activities that are likely to constitute or cause the occurrence of offences endangering national security or which would otherwise be contrary to the interest of national security;
 - (i) the continued involvement of the Grantee or the Participating MNOs in the Project is contrary to the interest of national security; or
 - (j) the Government reasonably believes that any of the events mentioned above is about to occur.

6.3.2 Following termination of the subsidy, the Grantee's entitlement to further subsidy payments under the Scheme shall cease, and the Grantee shall return all or part of the subsidy which has been received by the Grantee under the Scheme (regardless of whether the Grantee has already spent the subsidy or not).

6.4 Assignment and Sub-contracting

6.4.1 Save as provided in paragraph 6.4.2 below, the Grantee shall not assign, transfer, sub-contract or otherwise dispose of any or all of its rights or obligations under the Terms of the Project.

6.4.2 In the event that the Grantee engages the services of service provider(s) to assist it in carrying out the Project, the Grantee shall not be relieved from any of its obligation and duties under the Terms of the Project, shall remain liable for any act or omission of any such service provider(s) as if it were its own and shall secure binding obligations from all such service provider(s) so as to ensure that the Grantee comply with its obligations under the Terms of the Project.

6.5 Indemnity

6.5.1 The Grantee shall indemnify and keep indemnified the Government/OFCA from and against:

- (a) all and any claims, actions, investigations, demands, proceedings, threatened, brought or instituted against the Government/OFCA; and
- (b) all liabilities (including liability to pay compensation and damages), damages, losses, costs, charges and expenses which the Government/OFCA may sustain or incur (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the Government/OFCA may pay or incur in relation to any claim action or proceeding instituted by or against the Government/OFCA), which in any case arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to –
 - (i) any accidental damage to property or personal injury or death suffered by any person in the connection with or in course of or as a result of any activity (indoor or outdoor) organised or carried out by the Grantee in the performance of the Project;
 - (ii) the breach by the Grantee of any provision in the Terms of the Project;
 - (iii) the negligence, recklessness, or wilful misconduct of the Grantee or of any of their employees, agents, consultants or contractors in the conduct of the Project;

- (iv) the non-compliance by the Grantee, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority in the performance of the Project; or
- (v) the Project or the project deliverables or materials developed or produced or created in the Project or any part thereof infringes or is alleged to infringe the intellectual property rights of a third party.

6.5.2 A Participating MNO shall indemnify and keep indemnified the Government/OFCA from and against:

- (a) all and any claims, actions, investigations, demands, proceedings, threatened, brought or instituted against the Government/OFCA; and
- (b) all liabilities (including liability to pay compensation and damages), damages, losses, costs, charges and expenses which the Government/OFCA may sustain or incur (including all legal and other costs, charges, and expenses, on a full indemnity basis, which the Government/OFCA may pay or incur in relation to any claim action or proceeding instituted by or against the Government/OFCA), which in any case arise directly or indirectly from, or as a result of, or in connection with, or which relate in any way to –
 - (i) any accidental damage to property or personal injury or death suffered by any person in the connection with or in course of or as a result of any activity (indoor or outdoor) organised or carried out by the Participating MNO in the performance of the Project;
 - (ii) the breach by the Participating MNO of any provision in the Terms of the Project;
 - (iii) the negligence, recklessness, or wilful misconduct of the Participating MNO or of any of their employees, agents, consultants or contractors in the conduct of the Project;
 - (iv) the non-compliance by the Participating MNO, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority in the performance of the Project; or
 - (v) the Project or the project deliverables or materials developed or produced or created in the Project or any part thereof infringes or is alleged to infringe the intellectual property rights of a third party.

6.5.3 The Government/OFCA will NOT under any circumstances provide any indemnity.

6.6 Prevention of Bribery

- 6.6.1 The Grantee and each Participating MNO shall observe the Prevention of Bribery Ordinance (Cap. 201) (“**PBO**”) and shall procure that their Project team, directors, employees, agents, consultants, contractors, sub-contractors and other personnel who are in any way involved in the Project (“**Relevant Personnel**”) shall not offer to or solicit or accept from any person any money, gifts or advantages (as defined in the PBO) in relation to the conduct of the Project.
- 6.6.2 The offer of an advantage to the Government/OFCA with a view to influencing the approval of an application or payment of subsidy is an offence under the PBO. Any such offer by the Relevant Personnel shall render the application (regardless of whether the application has been approved by OFCA or not) or subsidy null and void. OFCA may also cancel the application approved and hold the applicant concerned liable for any loss or damage, which the Government/OFCA may sustain.

6.7 Personal Data

- 6.7.1 Personal data provided by the applicant, whether in the application for the grant or subsequently from time to time for the Project, may be used by the Government and/or OFCA (as the case may be) for the purposes of processing the application, administering the grant, monitoring the Project, exercising their rights and powers under the Scheme, and all other purposes arising from or incidental to the aforementioned purposes.
- 6.7.2 The applicant has to ensure that the relevant individual to whom the personal data belongs has acknowledged and consented that the personal data provided may be disclosed to other government departments or bureaux, other public bodies, or such other person as OFCA considers appropriate with due regard to the purposes mentioned in paragraph 6.7.1 above. Even if an application is not successful, by submitting an application, the applicant shall be deemed to have consented to the disclosure of the name of the applicant, project title and amount of funds sought to the public for general information as and when necessary.
- 6.7.3 An individual to whom the personal data belongs has the right of access and correction with respect to personal data as provided for in sections 18 and 22 of, and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). The right of access includes the right to obtain a copy of the personal data provided.
- 6.7.4 Enquiries concerning the personal data collected, including the making of access and correction, should be submitted in writing to the Personal Data Officer, Office of the Communications Authority, 29/F, Wu Chung House, 213

Queen's Road East, Wan Chai, Hong Kong; or sent by fax to 2187 3104.

6.8 Severability

- 6.8.1 If any provision of the Terms of the Project is found to be invalid or unenforceable by courts of law, such invalidity or unenforceability will not affect the remainder of the Terms of the Project which will continue in full force and effect.

6.9 Governing Law and Jurisdiction

- 6.9.1 The Scheme shall be governed by and construed according to the laws of Hong Kong in all aspects. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Hong Kong.

6.10 Contracts (Rights of Third Parties) Ordinance

- 6.10.1 The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any provisions of Terms of the Project is expressly excluded and no provision of Terms of the Project are, or intended to be, enforceable by any person not being a party to it. Nevertheless, it is hereby declared that OFCA may enforce all Terms of the Project.

6.11 Representations, Warranties and Undertakings

- 6.11.1 The Grantee represents and warrants that:

- (a) the Project will be performed and completed in an impartial, timely and diligent manner;
- (b) all information supplied, and statements and representations made by or on its behalf in the application, the project proposal and in the course of conducting the Project, or otherwise contained in any submissions made in connection with the Project are true, accurate and complete;
- (c) it shall comply, and shall ensure that every person employed or engaged by it for the Project complies, with all applicable laws and regulations in conducting the Project.

- 6.11.2 Each Participating MNO represents and warrants that:

- (a) the Project will be performed and completed in an impartial, timely and diligent manner;
- (b) all information supplied, and statements and representations made by or on

its behalf in the application, the project proposal and in the course of conducting the Project, or otherwise contained in any submissions made in connection with the Project are true, accurate and complete;

- (c) it shall comply, and shall ensure that every person employed or engaged by it for the Project complies, with all applicable laws and regulations in conducting the Project.

6.12 **Project Variations**

- 6.12.1 No waiver, cancellation, alteration or amendment of or to any provisions of the Terms of the Project shall be valid unless made by an instrument in writing and duly signed by the Grantee and OFCA.

6.13 **Force Majeure**

- 6.13.1 For the purpose of these Guidelines, “**Force Majeure Event**” means:

- (a) any outbreak of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution affecting Hong Kong, overthrow (whether by external or internal means) of the Government; or
- (b) any event which is not caused or contributed to by, and is beyond the control of, the Grantee or the Participating MNOs or any employee or agent or ex employee or ex-agent of the Grantee or Participating MNOs and none of them can prevent the consequences of such event from happening;

and which, in any case of (a) or (b) above, materially prevents the performance of the duties and obligations of the Grantee and the Participating MNO(s) under the Terms of the Project. For the avoidance of doubt, any change of law and regulation of whichever jurisdiction shall not be treated as a Force Majeure Event.

- 6.13.2 If the Grantee becomes aware of any matter likely to constitute a Force Majeure Event, the Grantee shall forthwith notify OFCA in writing concerning such matter and provide OFCA with all relevant information as OFCA may request.
- 6.13.3 Within seven (7) days after the occurrence of a Force Majeure Event or earlier, the Grantee shall notify OFCA in writing of the full particulars of the Force Majeure Event including its nature, extent, how the Force Majeure Event has and/or will materially prevent it from performing the Terms of the Project or such part thereof, and likely duration of such material prevention.

6.13.4 Provided OFCA is satisfied with the Grantee's claim of a Force Majeure Event which has materially prevented and/or will continue to materially prevent the Grantee and the Participating MNO(s) from performing its obligations under the Terms of the Project or such part thereof, the Terms of the Project or such part thereof strictly to the extent of such prevention shall be suspended during the subsistence of such Force Majeure Event commencing from a date to be agreed between the Parties ("**Suspension due to Force Majeure**"). Where OFCA is not so satisfied about any alleged claim of a Force Majeure Event, there shall be no Suspension due to Force Majeure. The Grantee may not allege or claim any event as a Force Majeure Event. Any failure by the Grantee or the Participating MNO(s) to perform any obligation under the Terms of the Project shall be treated as default and entitles OFCA to terminate the whole subsidy or part thereof under paragraph 6.3 above.

6.13.5 Without prejudice to the generality of paragraph 6.13.4 above, whilst the Suspension due to Force Majeure subsists:

- (a) the Grantee and the Participating MNO(s) shall not be required to perform any part of its obligations under the Terms of the Project strictly to the extent it is materially prevented from doing so by the Force Majeure Event ("**Affected Obligations**") but it shall use its best endeavours to remove or mitigate the effect of the Force Majeure Event on the Affected Obligations;
- (b) OFCA may make alternative arrangements for the performance of the Affected Obligations, whether by another person or otherwise, without compensation to the Grantee and the Participating MNO(s);
- (c) the Grantee and the Participating MNO(s) shall not be entitled to any payment of money in respect of the Affected Obligations (if any money would have been payable in the first place);
- (d) notwithstanding anything in the Terms of the Project to the contrary, no compensation shall be payable by OFCA to the Grantee or the Participating MNO(s), and vice versa, for any losses or damage arising from the Suspension due to Force Majeure; and
- (e) the Grantee and the Participating MNO(s) shall continue to fully and punctually perform and observe all of their other obligations which are not affected by the Force Majeure Event in full accordance with Terms of the Project including those obligations which are not Affected Obligations, and to that extent, all terms and conditions of the Terms of the Project shall continue to apply and be in full force and effect.

6.13.6 Following the issue of a notice by the Grantee under paragraph 6.13.2 above which has led to Suspension due to Force Majeure under paragraph 6.13.4

above, the Grantee shall keep OFCA informed once every week or at such longer frequency as may be allowed by OFCA, and in any event from time to time upon the request of OFCA, of:

- (a) the likely duration of the relevant Force Majeure Event and of its effect of materially preventing the Grantee from performing the Affected Obligations;
- (b) the actions taken or proposed to be taken by the Grantee to mitigate or minimise the effects of that Force Majeure Event (“**Mitigation Actions**”); and
- (c) any other matters relevant to that Force Majeure Event or the Grantee’s performance affected by that Force Majeure Event.

6.13.7 Upon termination of the relevant Force Majeure Event, or when OFCA determines that the Mitigation Actions have minimised the effect of the Force Majeure Event on the Grantee’s ability to perform the Affected Obligations, the Grantee shall forthwith notify OFCA, or OFCA may on its own, after consultation with the Grantee, by notice in writing to the Grantee, determine the appropriate date for resuming the performance of the Affected Obligations (“**Resumption Date**”). The Grantee shall immediately after the termination of the Force Majeure Event or with effect from Resumption Date as determined by OFCA in the aforesaid manner, resume performance of the Affected Obligations in accordance with the Terms of the Project. In the event of any disagreement between OFCA and the Grantee on the appropriate Resumption Date, OFCA’s decision shall be final in the absence of manifest error.

6.13.8 Should a Suspension due to Force Majeure subsists for more than thirty (30) days, OFCA shall be entitled to, but is not obliged to, terminate the subsidy (whether in whole or in part) pursuant to paragraph 6.3 above (depending on the election of OFCA).

6.13.9 The Grantee shall ensure that provisions similar to this paragraph 6.13 are incorporated in all its contracts and/or commercial agreements with the Participating MNO(s) and sub-contractors made pursuant to these Terms of the Project.

6.14 Settlement of Disputes

6.14.1 The Government/OFCA, the Grantee and the Participating MNOs (collectively referred to as “**Relevant Parties**”) shall first refer any dispute or difference arising out of or in connection with the Terms of the Project to mediation in accordance with the Government of the Hong Kong Special Administrative Region Mediation Rules prevailing at the time.

6.14.2 If the said dispute or difference is not settled by mediation according to paragraph 6.14.1 above, litigation may be instituted in respect of the said dispute or difference. The Relevant Parties agree that the courts of Hong Kong shall have exclusive jurisdiction in respect of the said dispute or difference.

7. ENQUIRIES

7.1.1 Enquiries regarding the Scheme can be addressed to OFCA through the following means:

Telephone: (852) 2961 6333

E-mail: 5g-rural@ofca.gov.hk

OFCA reserves the sole and absolute right to update or amend the Guidelines as deemed necessary.

Confirmation of Interest

(to be signed by each MNO)

Unless otherwise specified, capitalized terms used in this document adopted herein shall have meanings as defined in the “Guidelines and Terms and Conditions for Applicants of the Subsidy Scheme to Extend 5G Coverage in Rural and Remote Areas” (“**Guidelines**”).

With respect to the application made by [*insert name of Leading MNO*] (“**Applicant**”) for subsidy in respect of the Project at [*insert location for proposed RBS installation*], [*insert name of MNO*] (“**Operator**”) confirms that (*tick the appropriate box below*) –

- ☐ the Operator will participate in the Project, and it has entered into or will enter into commercial agreements with the Applicant and other Participating MNOs (if applicable) that encompass all respects as set forth in paragraphs 2.2.5 and 2.2.6 of the Guidelines.
- ☐ the Operator is interested in participating in the Project, but the Applicant has informed the Operator that participation is not possible because [*please specify the reason(s)*].
- ☐ the Operator is not interested in participating in the Project because [*please specify the reason(s)*].

(Signature)

(Printed Name)

(Position)

(Date)

For and on behalf of

(Name of the Operator)
with company chop affixed