

Digicel™

Unit 207
Graceway House
Leeward Highway
Providenciales
Turks & Caicos Islands
Ph: 649-941-7600
Fax: 649-941-7601

8 November 2007

Mr. Bennett Stubbs
Chairman
Turks & Caicos Telecommunications Commission
The Center
Leeward Highway
Providenciales
Turks and Caicos Islands

Dear Mr. Stubbs,

Application to provide Type B – Fixed wireless (Network), Type 1 – Fixed Telephony (Service), and Type 5 – Internet Telephony (Service).

As you are aware, Digicel is committed to developing the Turks and Caicos telecommunications environment, and as such are constantly looking for ways to bring competition, innovation and true value into the Turks and Caicos market.


On behalf of Digicel (Turks and Caicos) Limited, I respectfully request that the Telecommunications Commission grant Digicel permission to provide the following:

Type A – Fixed Wireless (Networks)
Type 1 – Fixed Telephony (Services)
Type 5 – Internet Telephony (Services)

Should the Telecommunications Commission have any further questions or should it require any further information to assist in its consideration, please let us know as soon as possible. We will respond to any such request as a matter of urgency.

We look forward to receiving your positive decision with regards to this request.

Yours sincerely,



E. Jay Saunders
General Manager
Digicel TCI Limited

Cc. Hon. Jeffery Hall, Minister of Telecommunications and Public Works



Application for Telecommunications Licence(s)

(Type A, B, or C Networks, and/or Type 1 to 5 Services)

Instructions for completion

- Print clearly – illegible, unclear or incomplete application forms may delay processing.
- Licence Types are defined in a Part III Notice published from time to time in the Gazette by the TCI Telecommunications Commission. A copy of the current notice is attached to this application form.
- You should use this form (TCITeleCom Form 1) if you require a licence for Type A, B, or C Networks and/or Type 1 to 5 Services.
- You should use TCITeleCom Form 2 if you require only a Type D to Type F network licence.
- You may use this form to apply for Type D, E or S network licences ONLY if you also are applying for a Type A, B, or C Network licence or a Type 1 to 5 Service Licence.
- Queries concerning the completion of this form should be directed to the Commission at (649)-946-1900, fax (649)-946-1119, or email info@tcitelecommission.tc.

Disclosure of Personal Details

Information provided by the applicant in a field of this form that is marked with an asterisk (*) will be disclosed to the public by the TCI Telecommunications Commission in a Register of TCI Telecommunications Commission Licences in accordance with section 19 of the *Telecommunications Ordinance 2004*.

The TCI Telecommunications Commission may disclose the contents of the Register by making it available for inspection at the TCI Telecommunications Commission Office, over the Internet and through the sale of a CD-ROM.

Applicant's Details

1. Client number* (IF KNOWN)

2. Organisation name*

3. Trading Name* (IF APPLICABLE)

4. T.C.I. Company Registration Number

5. Does Company have a current Business Licence? (IF YES, PLEASE ATTACH COPY)

Yes No

6a. General Inquiry Email address* (IF ANY)

6b. Web Address* (IF ANY)

7. Postal address*

8. Physical address*

9. Contact Name*

10. Telephone

11. Type(s) of Network(s) and/or Service(s)*

At least one of the following types of Telecommunication Networks Services MUST be selected

Networks:

- Type A – Fixed wireline
- Type B – Fixed wireless
- Type C1 – Mobile (cellular) 2G
- Type C2 – Mobile (cellular) 2.5G
- Type C3 – Mobile (cellular) 3G

Services:

- Type 1 – Fixed Telephony
- Type 2* – Fall-back International Voice & Data Comms.
- Type 3 – Mobile Telephony
- Type 4 – Resale of Telephony
- Type 5 – Internet Telephony

* Available only to a Type E2 Licensee or applicant.



12. Additional Licence Types*

The following licence types may be included in this application PROVIDED at least one of the above has been selected.

Networks:

- Type D1 – Fibre Optic Cable - Domestic
- Type D2 – Fibre Optic Cable - International
- Type E1 – Satellite (incl VSAT) - Domestic
- Type E2 – Satellite (incl VSAT) - International
- Type S – Spectrum

Check this box if you plan to make use of any spectrum, and provide full details in answer to question 28 below. There is an annual fixed fee for each transmission frequency or channel to be used. See the description in the Part IV.

Services:

- Type 9 – Internet Service Provider (ISP)
- Type 11 – Provision of Telecommunications Infrastructure to 3rd Parties
- Type 12** – Retail sale of Telecommunications
- Type 13 – Publication of directories
- Type 14 – Applications Service Provider (ASP)

** Available only to Type 1 or Type 3 licensees. All others must obtain a licence under the Business Licensing Law (1998 Revision).

Cheque for Application Fee Enclosed
(See separate Schedule of Telecommunications Ordinance 2004 Spectrum Fee Regulations Application Fees)

USD\$2,500.00

Networks & Services	Fees (USD\$)
Type B – Fixed wireless	2,500
Type 12 – Retail sale of Telecommunications	0
Total	2,500

Company Directors and Management

Where appropriate, the following information should be provided as an attachment to this application:

13. Attach details of all directors and officers of the Company.

- a. Full name
- b. Appointment
- c. Date appointed
- d. Private Address
- e. Age
- f. Nationality
- g. Occupation
- h. Other directorships held during the past 5 years
- i. Other business interests
- j. Whether or not resident in the Turks and Caicos Islands
- k. Summary of background, and any experience relevant to running the networks and services applied for



**- Directors & Officers –
Digicel TCI**

Full Name	Mr. Denis O'Brien	Mr. Leslie Buckley	Mr. Colm Delves	Ms. Lucy Gaffney	Mr. E. Jay Saunders		
Appointment	Chairman & Director	Director	Director/ Group CEO	Director	Director/General Manager		
Date Appointed	April 2001	April 2001	December 2005	April 2001	1 st Sept. 2005		
Private Address	10 Atlantico Quinta do Lago 8135 Al Mancil Algarve Portugal	5 Rocklands Harbour Road Dalkey Co. Dublin Ireland	40 Knutsford Boulevard, Kingston 5. Jamaica W.I.	21 Alma Road Monkstown Co. Dublin Ireland	Discovery Bay Providenciales Turks & Caicos Is.		
Age	47	62	40	46	33		
Nationality	Irish	Irish	Irish	Irish	Turks & Caicos		
Occupation	Company Director	Business Consultant	Chartered Accountant	Company Director	IT/Engineer		
Directorships held past 5 yrs	<ul style="list-style-type: none"> • Digicel, Jamaica • Communicorp Group Limited • 98FM, Ireland • Kiss Radio, Czech Republic • Radio Net, Czech Republic • Esat Telecom Group plc, Ireland • Esat Telecom Consumer, Ireland • Esat Digifone, Ireland • VersaTel Telecom, Holland • Special Olympics, Ireland • Irish Jobs, Ireland • CIE, Ireland • Waterford Crystal, Ireland • Hibernia Foods plc, Ireland • Quinta do Lago, Portugal • First Active plc, Ireland • Tesco Ireland, Ireland • TV3, Ireland • Ardmore Studios, Ireland • PGA European Tour Courses plc • 360 Networks, Canada 	<ul style="list-style-type: none"> • Irish Jobs, Ireland • Communicorp Group Limited • Radio 2000 • Globetech Technical Services Limited • Aer Lingus 	None	<ul style="list-style-type: none"> • Servecast • Ulster Bank Limited • First Active plc • Special Olympics, Ireland 	<ul style="list-style-type: none"> • Pine Cay Project • Telemedia Holdings Ltd. 		
Other Business Interest	<ul style="list-style-type: none"> • Digicel Limited • Versatel Telecom N.V. (Netherlands) • Communicorp Group Limited • Aergo Capital Limited • Quinta do Lago • PGA European Tour Courses Limited 	<ul style="list-style-type: none"> • Communicorp Group Limited, • Irishjobs.ie • Business Recovery Services Limited • Querida Environmental Solutions Limited 	None	None	<ul style="list-style-type: none"> • Telemedia Holdings Ltd. 		
Residency	Portugal	Ireland	Jamaica	Ireland	Turks & Caicos		
Background Summary	See below:	See below:	See below:	See below:	See below:		



Denis O'Brien: Denis founded Esat Telecom Group (Esat) in 1991 to compete against the former state-owned telephone company in Ireland, Eircom plc. In October 1997, Esat, of which Mr. O'Brien was Chairman and Chief Executive Officer, listed on NASDAQ (New York), EASDAQ (Amsterdam) and the Iseq (Dublin). Esat, over a five year period, raised \$1 billion in equity and bonds in a number of successful U.S. and European public offerings. Esat established itself as the Number Two telecommunications company across the full spectrum of telecommunications services (corporate and residential), fixed line, GSM mobile, data and internet services and brought real competition and choice to the Irish Telecoms Market. Esat Telecom Group plc was sold to British Telecom Group plc in January 2000 for US\$2.6 billion after a hostile takeover by Telenor, the Norwegian Public Telephone Company.

In early 2000, Mr. O'Brien established Digicel Limited and launched a GSM mobile phone service in Jamaica by April 2001. After four years of operations, Digicel Jamaica has secured over 1.5 million subscribers and 60% market share, making it the fastest growing mobile company per capita anywhere in the world. Digicel commenced operations in Jamaica in April 2001, after securing the country's second GSM licence. Digicel currently owns and operates fifteen (15) GSM/GPRS mobile phone networks in the Caribbean region – Jamaica, St. Lucia, St. Vincent & The Grenadines, Aruba, Grenada, Barbados, the Cayman Islands, Curacao, Antigua & Barbuda, St. Kitts & Nevis, Anguilla, Dominica. Digicel is also rolling out two additional GSM mobile networks in the Caribbean region which will become operational within the next 90 days – Trinidad & Tobago, and Haiti.

Mr. O'Brien was appointed Chairman of the Games Organising Committee for the 2003 Special Olympics World Games, by the Irish Prime Minister, Mr. Bertie Ahern, T.D. The event was held in Ireland in June 2003 – for the first time in their history outside of the United States - and was the largest sporting event in the world during 2003, with over 160 countries and 7,000 athletes participating from around the world. Digicel sponsored six of the Caribbean teams to travel to the games; Jamaica, St. Vincent & The Grenadines, Aruba and Barbados, Trinidad & Tobago and the Cayman Islands.

Mr. O'Brien is Chairman and co-founder of Frontline, the International Foundation for the Protection of Human Rights Defenders. Frontline, an International Organisation based in Dublin, is working to ensure that the standards set out in the UN Declaration on Human Rights Defenders, adopted in 1998, are known, respected and adhered worldwide. Frontline's work consists of research, advocacy, communications, technical assistance and emergency evacuation of human rights defenders.

Mr. O'Brien was voted Ireland's Entrepreneur of the Year in 1998 in the inaugural running of the worldwide competition organised and sponsored by Ernst & Young.

He is the Deputy Governor of the Board of the Bank of Ireland, Chairman of The National College of Ireland, a founding member of MIT Media Lab Europe and a member of the Board of the Michael Smurfit Graduate School of Business.

He also holds a BA degree from University College Dublin and an MBA from Boston College.

Leslie F. Buckley: Mr. Buckley is one of Ireland's most respected business consultants and "company doctors". He was involved in the start-up of Esat Telecom Group plc and Esat Digifone Limited and held the position of Chief Operations Officer of Esat Telecom during 1996 and 1997.

Mr. Buckley established his own consultancy business in 1990 and has since been retained on a number of key public and private sector appointments. These include the reconstruction of Waterford Crystal plc, the reconstruction and sale of Irish Steel plc, consulting work with Irish Rail and the restructuring of Aer Lingus (Ireland's national airline).

Mr. Buckley was appointed to the Commission for Nursing by the Irish Minister for Health in 1997.

Mr. Buckley is currently a director/chairman and shareholder of a number of Irish companies, including Irishjobs.ie, Communicorp Group Limited, Radio 2000 Limited and Globetech Technical Services Limited.

Colm Delves: Colm joined Digicel in May 2004 as chief financial officer before taking up the role as Chief Executive Officer. Colm drives the company to continually deliver on our success by building and fostering what makes Digicel world class – our unique style ((bold deal making, speed to market, customer focus, business optimization) of working and our people. Prior to joining Digicel, Colm provided consultancy services to a number of companies, including O'Brien Cellular Ltd, owned by Denis O'Brien. From September 1993 through October 2003, Colm was Chief Financial Officer of Hibernia Foods Plc, a NASDAQ quoted company engaged in the food manufacturing industry. He qualified as a chartered accountant with KPMG Dublin and is a Fellow of the Institute of Chartered Accountants in Ireland. Colm holds a bachelor's degree in Accounting and Finance from Dublin City University.



Lucy Gaffney: Lucy's experience in telecommunications includes work with Esat Telecom in Ireland, where she helped the company through its acquisition by British Telecom Group plc in January 2000. Her involvement with Esat Telecom spanned six years from her role as Managing Director of The Ideas Company, where she was an advisor to Esat Digifone in its successful bid and subsequent launch as Ireland's second GSM mobile phone operator to a number of senior positions within the company itself, including Chief Operations Officer, Director of Marketing, and Managing Director of Esat Clear, Esat's residential division. Lucy is Chairperson of Servecast, Europe's leading provider of broadband video solutions to the enterprise, Government, sports and entertainment sectors. Servecast's customer base includes twenty of the FTSE 100 companies, eight of the top ten Irish listed companies and major media and sports content owners such as BSkyB, ITV, Liverpool FC, Manchester United FC and Chelsea FC. In addition, Lucy joined the board of Ulster Bank Limited, whose ultimate parent company is the Royal Bank of Scotland Group plc, as a non-executive director in May 2004. She also currently serves as chairperson of two Dublin radio stations and as non-executive director of First Active plc, a building society in Ireland. In 2000, Lucy was appointed to the strategic advisory board of Tesco Ireland, a British grocery retail chain, and the government-sponsored Campus Ireland Board, the Irish state agency responsible for the development of sport and sporting resources and facilities. Ms. Gaffney was also a Director of the 2003 Special Olympics World Games hosted in Dublin.

E. Jay Saunders: E. Jay joined Digicel TCI in September 2005 as its Project Director and Chief Operating Officer. Before joining Digicel TCI E. Jay started (January 1999) and headed up KPMG Consulting (TCI) Ltd. As Head of KPMG Consulting (TCI) Ltd E. Jay was responsible for setting the overall direction for the company, growing the client base and revenue, client care, marketing, and risk management. He also acted as Engagement Manager on all the IT engagements. In addition to his role as Head of KPMG Consulting he also held the title of Chief Information Officer (CIO) for KPMG TCI Ltd.

E. Jay's experience in telecommunications includes his years spent with Cable & Wireless Turks & Caicos Islands ("C&W") as Senior Manager for Information Services, where at the age of 24 he became its youngest Senior Manager in the history of that company. As IS Manager E. Jay had the overall responsibility for managing the company's billing processes as well as its overall IT infrastructure. E. Jay was also a member of Cable & Wireless' Cellular and Internet Product teams.

Prior to Cable and Wireless, E. Jay worked at Provo Power Company Ltd. ("PPC Ltd.") as its Systems Analyst and was tasked with managing the company's billing processes, IT infrastructure, and its Geographic Information Systems (GIS).

In 2003, E. Jay became a Director of the Pine Cay Project, a non-profit organization that provides financial support to schools, colleges, libraries, and other organizations to improve educational opportunities and promote high academic achievement in the Turks and Caicos Islands. Since inception, the Project has contributed approximately US\$500,000 to educational improvement in the TCI.

14. Have any directors or officers of the Company ever declared personal bankruptcy or been a director or officer of a company which has gone into liquidation, official receivership, administration, or become insolvent (either while he was a director or officer or within 3 years of his ceasing to be a director or officer)? No Yes. Please attach details.

15. Have any directors of the Company been a director of a company whose Telecommunications licence (or equivalent) has been revoked by any country's regulatory authority for breach of licence condition(s) (either while he was a director or within 3 years of his ceasing to be a director)? No Yes. Please attach details.

16. Attach names and addresses of all shareholders of the Company (unless a publicly traded company). Include nationality and place of residence. List of shareholders attached.

We are a publicly traded company. Our company registrars are:

XXXX

17. Has any director of the Company or any member of the Company's managerial staff ever been, or are they now, No



the defendant or respondent in any proceedings in any court in any jurisdiction involving non payment of debt, dishonesty, fraud, theft, restitution or violence? Yes. Please attach details.

18. Provide a diagrammatic representation of the applicant's major shareholders, including the percentage of shares held. The Commission may request further information from the applicant concerning shareholding and corporate ownership structure. XXXX

Company Directors and Management – continued

19. Provide a diagrammatic representation and narrative description of the Company's management structure. Include brief resumes of key managerial staff indicating relevant prior experience, qualifications, and nationality. Detail any other sources of expertise available to the Company. XXXX

- Senior Management – Digicel TCI		
Full Name	Experience	Nationality
Colm Delves	See 13 above.	Irish
Kevin White	<p>Kevin is Group Chief Operating Officer having joined Digicel in September 2002 as General Manager for St Lucia and St Vincent and the Grenadines. In October 2003, Digicel Grenada was launched and Kevin managed the three islands that became known as the OECS Islands.</p> <p>After two years based in St Lucia, Kevin moved to Barbados as CEO Eastern Caribbean. During his two years there, Antigua, Anguilla, St Kitts and Nevis and Dominica were launched and added to the Eastern Caribbean portfolio. Kevin then moved to Trinidad in September 2006 to take up the position of CEO Trinidad and Tobago - while continuing to maintain oversight of the Eastern Caribbean markets.</p> <p>In his current role as Group COO, he oversees all existing operational markets and works with the market CEO's to ensure the company's goals are achieved.</p> <p>Kevin brings with him a wealth of international telecoms and management experience having held senior roles in companies like Mercury Communications and WorldCom in the UK and ESAT Telecom in Ireland.</p> <p>Kevin holds a Business Degree from the University of Limerick.</p>	Irish
E. Jay Saunders	See 13 above.	Turks & Caicos

20. List any activities which will be contracted out to agencies, consultants, etc., including numbers of personnel upon whom the applicant will be able to draw, if known.

21. Attach names, addresses and contact details for the following professional advisors to the Company. a. Attorney c. Auditors
b. Accountant d. Banker

- Professional Advisors – Digicel TCI			
Attorney	Accountant	Auditors	Banker
Owen Foley Misick & Stanbrook P.O. Box 127 Richmond House Leeward Highway Providenciales Turks & Caicos Is. Ph: 649-946-4732 Fax: 649-946-4734	Joseph Connolly Pricewaterhousecoopers Ltd P.O. Box 63 Abacus House Tropicana Plaza Grace Bay Providenciales Turks & Caicos Is. Ph: 649-946-4890 Fax: 649-946-4892	Joseph Connolly Pricewaterhousecoopers Ltd P.O. Box 63 Abacus House Tropicana Plaza Grace Bay Providenciales Turks & Caicos Is. Ph: 649-946-4890 Fax: 649-946-4892	Scotia Bank (Turks & Caicos) Ltd. P.O. Box 15 Cherokee Road Providenciales Turks & Caicos Is. Ph: 649-946-4750 Fax: 649-946-4755

Company Background

22. Does the Company or any affiliate currently hold, or has it No



ever held, a telecommunications, broadcasting licence in the Turks and Caicos Islands or another country?

Yes. Please attach details.

Digicel's Existing GSM Operations

Digicel commenced operations in Turks & Caicos in July 2006, after securing the country's second GSM licence. Digicel Group has mobile operations in 23 markets - including English speaking West Indies, the French West Indies, the Dutch Caribbean as well as Bermuda, Guyana in South America and El Salvador in Central America. In addition, Digicel is rolling out services in the British Virgin Islands, Honduras and Panama. Digicel countries in the Atlantic and Caribbean are listed in red below:



Note: Map for illustration purposes only.

Digicel Pacific Ltd is a sister company to Digicel Group and is committed to delivering a world-class mobile telecommunications service to the South Pacific. To date, Digicel Pacific operates in Samoa, Papua New Guinea, Vanuatu and Tonga. The company is currently rolling out operations in Fiji.

23. Has the Company or any affiliate ever had an application for a telecommunications, broadcasting licence in the Turks and Caicos Islands or another country refused?

No
 Yes. Please attach details.

24. Has the Company or any affiliate ever had a telecommunications, broadcasting licence in the Turks and Caicos Islands or another country revoked?

No
 Yes. Please attach details.

Networks & Services to be Supplied

25. General description of the network or service, including:

- a. Licence Type
- b. Narrative description
- c. Geographical coverage
- d. Number and categories of customers anticipated to be served
- e. Arrangements for interconnection and infrastructure sharing, where appropriate
- f. Anticipated launch date
- g. Anticipated developments over the next 3 years
- h. If wholesale services will be offered to other licensees

a. Licence Type
Fixed Wireless

b. Narrative description
Mobile to Mobile phone service
Mobile to Fixed service
Mobile to International
International to Mobile

c. Geographical coverage
98% of the Turks & Caicos Islands
100% population coverage of the Turks & Caicos Islands

d. Number and categories of customers anticipated to be served



3,000 customers: 50% Postpaid & 50% Prepaid

e. Arrangements for interconnection and infrastructure sharing, where appropriate
Interconnection achieved with C&W
Infrastructure sharing with IslandCom

f. Anticipated launch date
TBD depending on license

g. Anticipated developments over the next 3 years
Broadband Wireless

h. If wholesale services will be offered to other licensees
No

26. Explain fully the technical and operational configuration, including:

- a. Description of the equipment to be used
- b. Technical specification
- c. Conformance with standards
- d. Source and availability
- e. Network security and resilience
- f. Environmental impact

a. Description of the equipment to be used
XXXX

27. Provide a clear diagram showing:

- a. The conveyance of messages from the beginning (i.e. ways of accessing the applicant's system) to the end (i.e. termination of the message).
- b. Directional arrows
- c. Labels showing which company owns and operates each part of the network. (Though the applicant's system might represent a small part of the overall network, it is important for the Commission to know where the applicant's system fits into the chain of conveyance of a message and what the applicant's system does with that message.)

Network Diagram: *XXXX*

28. For each element of the network that involves radio transmission (if any), please provide an engineer's technical report that includes the following information (include network links, local loop and cellular as appropriate):

- a. Technical narrative
- b. Equipment tabulation and technical specifications
- c. Transmitter site map
- d. Antenna element sketch
- e. Frequency allocation study
- f. Frequency coverage map
- g. Vertical plane elevation pattern
- h. Frequencies & channels or band(s) required
- i. Antenna Mode
- j. Effective radiated power (average & horizontal)
- k. Effective antenna height
- l. Transmitting site coordinates

GSM CELLULAR SOLUTION:

a. Technical narrative
See attached documents: Minilink TN Product Specification.pdf
Prod Specification 0.6m Compact Antenna 7 GHz HP.pdf

b. Equipment tabulation and technical specifications
See attached documents: Minilink TN Product Specification.pdf
Prod Specification 0.6m Compact Antenna 7 GHz HP.pdf

c. Transmitter site map
See attached document: Launch Topology.pdf

d. Antenna element sketch
See attached documents: Minilink TN Product Specification.pdf
Prod Specification 0.6m Compact Antenna 7 GHz HP.pdf

e. Frequency allocation study
See attached document: Frequency allocation study.xls



f. Frequency coverage map
See attached document: *Coverage at launch.pdf*

g. Vertical plane elevation pattern
N/A

h. Frequencies & channels or band(s) required:

Cellular frequencies:

GSM 900 band - P-GSM900 spectrum (892.2 to 902 MHz uplink and 937.2 to 947 MHz downlink, 50 p-GSM900channels)
GSM1900 band - GSM1900 spectrum (1905.2 to 1915 MHz uplink and 1985.2 to 1995 MHz downlink, 50 GSM1900 channels).

Microwave frequencies:

7GHz band Sub Band 71/75

2 x 28MHz Channel

1 - 7142MHz 1' - 7296MHz

2 - 7170 MHz 2' - 7324MHz

i. Antenna Mode

See attached documents: *Minilink TN Product Specification.pdf*
Prod Specification 0.6m Compact Antenna 7 GHz HP.pdf

j. Effective radiated power (average & horizontal)

See attached documents: *Minilink TN Product Specification.pdf*
Prod Specification 0.6m Compact Antenna 7 GHz HP.pdf

k. Effective antenna height

Site Name	Antenna height (m)
Switch Site/Cheshire Hall (Provo)	40
Juba Sound (Provo)	30
Blue Hills (Provo)	25
Minorca Gas (North Caicos)	25
Bottle Creek (North Caicos)	25
South Caicos	40
Nookie Hill (Grand Turk)	25
Middle Caicos	40
Tabernacle Church (Provo)	40
South Dock (Provo)	25
Kewtown	20
Leeward	25
Northwest Point	25
Grand Turk Downtown	10
Lower Bight	15
Sandy Point	15
Light House	25
Whitby	30
West Caicos	15
Seven Stars	40
Delis Cay	12



I. Transmitting site coordinates

Site Name	Latitude	Longitude
Switch Site/Cheshire Hall (Provo)	21° 46' 42.04"N	72° 13' 43.06"W
Juba Sound (Provo)	21° 47' 42.02"N	72° 09' 40.04"W
Blue Hills (Provo)	21° 48' 21.03"N	72° 16' 53.07"W
Minorca Gas (North Caicos)	21° 55' 46.02"N	71° 59' 31.07" W
Bottle Creek (North Caicos)	21° 52' 59.06"N	71° 55' 02.10"W
South Caicos	21 29 51.40 N	071 32 02.40 W
Nookie Hill (Grand Turk)	21° 27' 45.07"N	71° 07' 55.50"W
Middle Caicos	21° 49' 24.57"N	71° 45' 28.98"W
Tabernacle Church (Provo)	21° 46' 57.00"N	72° 15' 14.09"W
South Dock (Provo)	21° 44' 31.00"N	72° 16' 34.08"W
Kewtown	21'4 6' 30.02" N	72' 15' 59.72" W
Leeward	21' 48' 35.30" N	72' 09' 31.00"W
Northwest Point	21' 49' 59.10" N	72' 19' 37.00" W
Grand Turk Downtown	21' 25' 58.60" N	71' 08' 33.70" W
Lower Bight	21°46'55.92"N	72°12'9.56"W
Sandy Point	21°56'23.37"N	72° 2'19.78"W
Light House	21°30'38.80"N	71° 8'0.60"W
Whitby	21°56'41.18"N	71°56'30.49"W
West Caicos	21°42'28.30"N	72°26'21.00"W
Seven Stars	21°47'49.10"N	72°10'33.70"W
Delis Cay	21°54'1.40"N	72° 4'23.22"W

SATELLITE SOLUTION:

- a. Technical narrative
See *Satellite 4.9m antenna specification.pdf*
- b. Equipment tabulation and technical specifications
See attached documents: *Satellite 4.9m antenna specification.pdf*
- c. Transmitter site map
N/A
- d. Antenna element sketch
See *Satellite 4.9m antenna specification.pdf*
- e. Frequency allocation study
N/A
- f. Frequency coverage map
N/A
- g. Vertical plane elevation pattern
N/A
- h. Frequencies & channels or band(s) required:
Satellite frequencies:
Down Link : 3.7-4.2 Ghz, Up Link : 5.9 – 6.4 Ghz
Operational on multiple Transponders
- i. Antenna Mode
See *Satellite 4.9m antenna specification.pdf*
- j. Effective radiated power (average & horizontal)
See *Satellite 4.9m antenna specification.pdf*



k. Effective antenna height

Site Name	TX height (m)
Switch Site/Cheshire Hall (Provo)	0 (ground level)

l. Transmitting site coordinates

Site Name	Latitude	Longitude
Switch Site/Cheshire Hall (Provo)	21° 46' 42.04"N	72° 13' 43.06"W

Networks & Services to be Supplied – continued

29. Do you wish to apply for an allocation of numbers? If so, please check the appropriate box(es):

- Carrier access codes
- Carrier selection codes
- End user numbers
- Other numbers

Provide details of your requirements.

Business and Marketing

30. Attach a detailed business plan covering a period of at least 5 years that includes:

NB. The applicant may be required to file a more precise business plan following completion of its interconnection and infrastructure arrangements.

- a. Major assumptions used
- b. Sources of funding, debt levels, equity and independent confirmation as appropriate
- c. Proforma financial statements for 5 years, to include cash flow and income statements
- d. An indication of when the applicant anticipates becoming profitable



31. Attach a marketing strategy that includes for each of the networks or services to be provided:

- a. Main target markets (e.g. wholesale or retail, residential or business)
- b. Sales plan

XXXX

32. Provide details of your proposed rates.

XXXX

33. Provide copies of your terms and conditions for the provision of the proposed networks and services.



Digicel (Turks & Caicos) Limited Terms & Conditions digiFLEX

1. Agreement

These terms and conditions shall govern the relationship between Digicel (Turks & Caicos) Limited (hereinafter referred to as "we", "us" "our" and "the company") and the user (hereinafter referred to as "you", "your" "the customer") of mobile telephone service (hereafter referred to as "Service(s)", "Digicel Mobile Service") and shall constitute legal and binding obligations on the parties once you have made or received your first call from your prepaid phone. Your registration form shall form part of these terms and conditions. These Terms and Conditions annul all prior understandings between you and us. By using Services, we have agreed to these Terms and Conditions. We reserve the right to amend or unilaterally change any of Digicel Mobile Service products and/or Digicel Mobile Service services and/or the terms and conditions of this Agreement subject to notifying you of such amendments. Such notification may be by way of advertisement in the national media and/or our website. If Service is used after notice of amendment, then it shall be deemed accepted. This agreement is governed by the Laws of the Turks & Caicos Islands.

2. Return Policy

If you have a problem with your recharge card please call Digicel Customer Care. No refund will be given for your recharge card from the dealer.

3. Rebate Policy

If you took advantage of the one-time offer to obtain a rebate for a non-GSM cellular phone that meets specified requirements, you, in signing the rebate receipt, assume all liabilities associated with the phone that was traded in and have indemnified Digicel (Turks & Caicos) Limited from any third party claims.

4. Information Disclosure

We reserve the right to refuse any request for account information where we are unable to verify that the requester is in fact the account holder, authorized contact or user of the account. The company may however, disclose any information about you and your accounts- if the company, in its discretion, deems such disclosure necessary or desirable.

- pursuant to legal process or subpoena
- if disclosure is necessary to protect the company's interests.

By using the Service you consent to and authorize any such disclosure. The company shall not become liable by reason of the giving of such information or of it being inaccurate or incomplete. Any inquiries or changes to your phone account can only occur once you have registered with the company having completed and submitted a registration card included as an insert in your phone-in-a-box or Digiflex SIM pack.

5. Provision of Service

Our Services are provided by radio transmission and are therefore available only within the range of our Network's base stations. Both quality and availability of our services are affected by radio interference due to physical obstruction, atmospheric conditions and by technical faults or other defects in the Network. The provision of pre-paid service is currently operational on the company network only. It is not possible to use your Digicel pre-paid handset on another GSM network.

6. Service Charges

The company's tariffs, for the Service, as amended from time to time, also forms part of the Agreement. We reserve the right to alter such tariffs and will notify the Customer of such a change by notice in writing and/or via national media and/or via our website.

7. Digicel Mobile Numbers

Digicel (Turks & Caicos) Limited has proprietary rights to any mobile number allocated to you. We reserve the right at any time to alter or replace a mobile number allocated to you or any other name, code or number whatsoever associated with our service.

8. Mobile Telephone Directory & Caller ID

Our Network may allow the display of your telephone number in our telephone directory and on receiving handsets, unless otherwise specified.

9. Using your Account

As you make calls or send messages from your pre-paid phone, charges are incurred and will be deducted from your account. Your account balance is available by dialing the customer help line created for that purpose or by dialing the Fast Balance code from your mobile phone. If you make a call and your credit expires during the call, the call will be terminated.

10. Recharging Your Account

You may add value to your account at any time by using pre-paid vouchers (Flexcards). Each Flexcard has an expiry date which indicates the time in which you have to use the value on the voucher. Once you purchase a new Flexcard, the new expiry date on your account will be the higher of the vouchers loaded on your account. Based on circumstance, your account will go through the Prepaid Subscriber Life Cycle that consists of 4 different states:

State 1: Active – Your phone becomes active once you have made or received your first call using your preinstalled credit given by Digicel. The number of days your phone remains active is dependent on the value of the Flexcard (recharge card) purchased. Each denomination has a defined number of days before the card expires.

State 2: Inactive – Your phone becomes inactive when there is zero money in your call account. In this state, you can receive

calls but you cannot make paid calls. You can only call emergency numbers, toll free numbers and Customer Care as well as your fast recharge number to topup your account, therefore moving you back into the active state. When your voucher time expires, you move into the Deactive State.

State 3: Deactive – Your account moves into this state when the time on your voucher has expired. This can occur even with money in the account. When you become deactive, you have a maximum of 60 days before you move into the expired state. In this state, you can send and receive SMS (text messages) until there is zero money in your account. You can also receive calls, however you cannot make paid calls. You can only call emergency numbers, toll free numbers and Customer Care as well as your fast recharge number to top-up your account. When next you top-up, you will be moved into the active state and any money remaining on your account, will be added to your new balance. The new balance is verified by an announcement from the network.

State 4: Expired – Your account becomes expired if you fail to recharge your account before the 60 days given in the Deactive state. At this point your account will be terminated and you will be removed from the Network. Your mobile number and any credit on your account will be lost.

11. Reactivation

If you wish to regain access to the Network, you will need to purchase a new Digiflex SIM Pack. You may not transfer any credit balance to a third party and Digicel has no obligation to pay or refund you for the cost of the handset or any credit remaining on your prepaid account.

12. Invoice

No invoice, including the provision of periodic or itemized statements of account, or record of calls made and/or received will be sent to a prepaid customer. We are in no way obligated to give you proof of the current state of your pre-paid account, how credit is used or prima facie evidence of the state of your account or of any other matters recorded.

13. SIM Card

We claim ownership of all SIM Cards provided for Service to our Network and they must be returned to us, or anyone acting on our behalf, on request. You must not interfere with this card for any reason. Any SIM Card found to be defective (through no fault of ours), will require payment for its replacement, exchange or repair. Any SIM Card found defective due to faulty workmanship or design may be replaced free of charge once returned within the warranty period specified.

14. Handsets

All Digicel authorised handsets sold through our authorized dealer channel are network locked. Customers are not permitted to remove, or have a third party remove the lock, without explicit authorization from Digicel.

15. Customer Obligations

Your handsets and vouchers are your property and therefore your responsibility. You must take every precaution to keep them safe. You have consented to:

- only use Digicel (Turks & Caicos) Limited GSM-recommended equipment and facilities with the Network and comply with laws and regulations governing its use;

- use the Digicel (Turks & Caicos) Limited technology on terms specified by us when it is made available;

- comply with laws and regulations governing this network and service;

- follow our reasonable instructions related to your use of equipment, handsets or services issued by us;

- immediately report and confirm in writing, if your equipment and/or SIM Card is lost, stolen or damaged. We will replace your SIM Card but there may be a charge;

- complete and sign the rebate receipt once trading in a non-Digicel or Digicel recommended phone;

- comply with all reasonable requests by us, or others on our behalf, particularly in relation to the investigation of fraud or other offences or as required by law or in legal proceedings. Should the company deem it necessary to enforce its rights hereunder in any legal action you will reimburse the company for all costs and expenses including reasonable attorney's fees incurred as a result of such legal action.

16. Equipment & Connection To Network

Only equipment that is approved by the company shall be used by you to connect to the Service and the company may from time to time specify the type of equipment that may be connected to or used by you in respect of the Service. You shall immediately disconnect any equipment or device to the company's network which is not approved or complies with the company's specifications upon demand. The company's representative shall have access to your premises to verify that only approved and compliant equipment or devices are used in connection with the Service. In no event shall you interfere with any equipment provided to you by the company for use with the Service. The company accepts no responsibility for the maintenance repair or condition of equipment or devices which are not the company's property and you will maintain all equipment and devices in good condition which are used or connected to the Service.

17. Suspension & Termination

This Agreement may be suspended and/or terminated without the need for prior written or verbal communication:

- if you breach any statutory restrictions/regulations/ procedures that govern this network and service;

- if you do not comply with and/or breach any of the enlisted Terms and Conditions of this Agreement;

- if intermittent checks, modifications and/or maintenance is deemed necessary by the Network;

- if you notify us that your handset has been lost or stolen;

- if we have reasonable cause to believe that Service was obtained fraudulently or fraudulently or improper use of your handset or SIM Card is taking place against us or a third party;

- if you commit a trespass on the Network or any equipment owned by the company;

- if you conspire to defraud the company;

- if, in the sole opinion of the company you should do anything which would or is detrimental to the operation of the Network or the company;

- if services rendered to you in the sole opinion of the company may cause the Operation of the Network to be jeopardized or impaired, or allow others to do any of the foregoing with your equipment or any act which does not comply with relevant legislation and regulation;

- if we are unable to provide the Services to you;

- if you do anything which in the opinion of the company is intended to or results in the evasion or avoidance of the company's legitimate charges or defraud the company;

- if you do anything which is intended, or results in or likely to bypass the service. Should your access be interrupted or suspended in any of the circumstances outlined above, we are in no way obligated to provide service to you. In this event, we reserve the right to levy a fee for reconnection to the network. Should you refuse to accept the Terms and Conditions of Service, we reserve the right to refuse to reconnect you.

18. Exclusion of Liability

We shall not be held liable for any direct, indirect, or consequential loss suffered by you (or anyone claiming through you) due to any of the following:

- suspension or non-availability of any Service;

- suspension or termination of this Agreement;

- interruption of or failure to connect any call made to or by the equipment;

- interruption of or failure to connect any call due to failure of a third party;

- any call made to or by the equipment being overheard or intercepted by any third party;

- any data/information transmitted to or by the equipment being altered or lost. We will have no liability to the customer for any claims whatsoever resulting from the inability to provide the Services due to factors beyond our control, including, but not limited to, Acts of God and the Queen's enemies, weather events, civil disturbances, industrial action, war, governmental action, force majeure, the act or omission of any other telecommunication carrier, default or failure of a third party, Digicel (Turks & Caicos) Limited, its associated or affiliated companies, their respective officers, agents, directors, principals, employees, attorneys, underwriters, successors and assigns will not be liable for or in respect of any effects, claims, actions, proceedings, suits and causes of action (whether at law or in equity and including emotional distress), liens, debts, damages, fatalities, losses or injury (whether property or personal, consequential or otherwise), judgments, liabilities, costs and expenses of every nature kind whatsoever, whether known or unknown, suspected or unsuspected, (altogether, "claims whatsoever") arising out of or in respect to our equipment and/or any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, or of any emissions or transmissions to, from, by or through our Network and/or equipment. If we offer goods and/or services as agents of any principal provider(s), we will accept neither responsibility nor liability to you for the performance, loss of profit, emotional or mental distress or disappointment, or provision thereof by such providers so long as we have identified the providers to you and identified ourselves as agents.

19. Hold Harmless

You will indemnify and hold harmless the company against the following:-

All damages or injury caused to the company's service and network as a result of your negligence or failure to abide by your obligations hereunder; All claims arising out of your act or omission in conjunction with the service provided by the company.

20. Unenforceability

If any part of this Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

21. Customer Information

Digicel will send you information from time to time that is deemed relevant to you. If you do not wish to receive this information you may notify Digicel in writing.



Digicel (Turks & Caicos) Limited Terms & Conditions **digiselect**

1. Agreement

These terms and conditions shall govern the relationship between Digicel (Turks & Caicos) Limited (hereinafter referred to as "we", "us" and "the company") and the user (hereinafter referred to as "you", "your" and "the customer") of mobile telephone service (hereinafter referred to as "Service(s)", "Digicel Mobile Service(s)" and shall constitute legal and binding obligations on the parties once we have accepted your application for the provision of mobile telephone service. Your application form shall form part of these terms and conditions. Connection and activation are subject to satisfactory risk assessment, credit rating and/or receipt of a deposit. The minimum deposit required will be determined at the sole discretion of Digicel (Turks & Caicos) Limited. These Terms and Conditions apply to all prior understandings between you and us. By using Service(s), you have agreed to these Terms and Conditions. We reserve the right to amend or unilaterally change any of Digicel Mobile Service products and/or Digicel Mobile Service and/or the terms and conditions of this Agreement subject to notifying you of such amendments. Such notification may be by way of advertisement in the national media and/or our website. If Service is used after notice of amendment, then it shall be deemed accepted. This agreement is governed by the Laws of the Turks & Caicos Islands.

2. Return Policy

You may return your digiSELECT package within 7 days of the date of purchase to the original place of purchase if you have a technical problem with its contents for a full refund provided that all contents are returned in reasonable condition.

3. Rebate Policy

If you look advantage of the one-time offer to obtain a rebate for a non-GSM cellular phone that meets specified requirements, you, in signing the rebate receipt, assume all liabilities associated with the phone that was traded in and have indemnified Digicel (Turks & Caicos) Limited from any third party claims.

4. Information Disclosure

We reserve the right to refuse any request for account information where we are unable to verify that the requester is in fact the account holder, authorized contact or user of the account. The company may however, disclose any information about you and your accounts:

- to any authorized personnel or third party
 - in response to credit inquiries
 - if the company, in its discretion, deems such disclosure necessary or desirable;
 - pursuant to legal process or subpoena
 - if disclosure is necessary to protect the company's interests.
- By using the Service you consent to and authorize any such disclosure. The company shall not become liable by reason of the giving of such information or of it being inaccurate or incomplete.

In addition you agree that we may contact any person or reference provided by you to verify accuracy of account details.

5. Provision of Service

Our Services are provided by radio transmission and are therefore available only within the range of our Network's base stations. Both quality and availability of our services are affected by radio interference due to physical obstruction, atmospheric conditions and by technical faults or other defects in the Network.

6. Service Charges

The company's tariffs, for the Service, as amended from time to time, also forms part of the Agreement. We reserve the right to alter such tariffs and will notify the Customer of such a change by notice in writing and/or via national media and/or via our website.

7. Digicel Mobile Numbers

The company has proprietary rights to any mobile number allocated to you whether requested by you or otherwise. We reserve the right at any time to alter or replace a mobile number allocated to you or any other name, code or number whatsoever associated with our service.

8. Mobile Telephone Directory & Caller ID

Our Network may allow the display of your telephone number in our telephone directory and on receiving handsets, unless otherwise specified on the Application form.

9. Security Deposit

You will be required to make a security deposit in order to be connected or reconnected to the Network. The company may, at its absolute discretion opt to pay interest on the security deposits received. This security deposit is refundable after this Agreement is terminated and all outstanding monies due to us have been recouped. The security deposit may be used to settle any outstanding debts owed to us. A security deposit does not negate you from your liability to pay for the Services rendered through the SIM Card, including all costs associated with its unauthorised use.

10. Roaming

You are required to pay a deposit on an amount to be specified by the company for the ability to roam or use your phone whilst traveling abroad on another GSM network with which the company has a roaming agreement.

11. Credit Limit

You will be notified of your credit limit when your application is accepted. We reserve the right to increase or lower your credit limit at any time and from time to time, without prior notice. You agree that your debt will not exceed your credit limit. Your credit limit, established at the discretion of the company, relates to your current usage. Service may be suspended if your account usage exceeds this limit.

12. Payment

When you use the SIM Card and/or Digicel Mobile Services, you incur a debt. Service charges, subscription fees and any other charges incurred in relation to the services provided to you by us under this Agreement will be added to your debt and will form part of it. You agree to repay this debt to the company at any designated collection centre. If payment is made by cheque or any other instrument, a return fee may be charged by the company, should this method of payment be dishonoured. The company reserves the right to reject and/or dishonour cheque payments from you once dishonoured cheques have been processed through your account. You will be charged for the right to use any technology developed by the company. The company reserves the right to charge interest on overdue amounts. We are not liable for

any loss or damages suffered as a result of the use of, or failure in any bill payments services. We are in no way obligated to provide Service to you if you have defaulted in payment of any sums due by you. In this event, we reserve the right to charge a reconnection fee and/or revise your payments terms and/or restrict your Service/feature types, prior to restoration of service. Should you refuse to accept the Terms and Conditions of Service, we reserve the right to refuse to reconnect you. We may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement; if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property or if your SIM Card is used contrary to this Agreement. Invoices will be sent to the billing address of the account holder only unless otherwise specified. Invoices will include Fixed charges and credits that are one month in arrears or more if previous bills have not been paid. GCT will be added on charges where applicable. You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us. Payment is due upon invoice presentation date, i.e. once the invoice is available to you. We will not be held responsible for customers' non-receipt of invoices delivered by post. Your statement is deemed to have been delivered to you on the day it is available for you to pick up, whether or not you do so. You must continue to make payments even when postal service is disrupted, as invoices can otherwise be obtained by contacting the Customer Care Centre. We reserve the right to contact you otherwise to seek payment of amounts due. All invoices generated will be available for reprint on request. You may be required to pay for reprints. We reserve the right to change billing cycles and/or to issue interim invoices.

13. Foreign Currency Transaction

The amount of any transaction charged in any currency other than United States Dollar will be billed and payable by you in United States Dollar currency. We will make conversion from a foreign currency into United States Dollar at the rate of exchange in effect when we receive notification of the transaction and the relevant amount to be charged to your account.

14. SIM Card

We claim ownership of all SIM Cards provided for Service to our Network and they must be returned to us, or anyone acting on our behalf, on request. You must not interfere with this card for any reason. Any SIM Card found to be defective through no fault of ours, will require payment for its replacement, exchange or repair. Any SIM Card found defective due to faulty workmanship or design may be replaced free of charge once returned within the warranty period specified.

15. Handsets

All Digicel authorised handsets sold through our authorized dealer channel are network locked. Customers are not permitted to remove or have a third party remove the lock, without explicit authorization from Digicel.

16. Reporting Responsibility

Your handsets and SIM Cards are your responsibility. You must take every precaution to keep them safe. You will immediately report and confirm in writing any loss, theft, damage or unauthorized use of your equipment and/or SIM Card. You will remain liable for all charges and costs related to and/or incurred by your SIM Card, including all costs associated with its unauthorized use. If you have previously authorized someone to use your handset and/or SIM Card and have subsequently withdrawn your authorization, you will continue to be held liable for all charges and costs incurred by their use until we have been notified.

17. Settling Disputed Charges

We should be advised of any disputed charge(s) that occur on an invoice. You will still be held liable for non-contested charges on the invoice which are deemed payable by due date. We will investigate the disputed charge(s) and notify you of the results. Non-payment of valid charges after investigations are complete may result in suspension of service. If the disputed charge(s) are indeed errors, a credit of the amount disputed will be applied to your account.

18. Customer Obligations

By signing this application, you have consented to:

- provide valid proof of your identity that we deem acceptable;
- only use Digicel (Turks & Caicos) Limited GSM-recommended equipment and facilities with the Network and comply with laws and regulations governing its use;
- use the Digicel (Turks & Caicos) Limited technology on terms specified by us when it is made available;
- inform us in writing if any of your customer data has changed;
- comply with laws and regulations governing their use of equipment, handsets or services issued by us;
- immediately report and confirm in writing, if your equipment and/or SIM Card is lost, stolen or damaged. We will replace your SIM Card but there may be a charge.
- comply with all reasonable requests by us, or others on our behalf, particularly in relation to the investigation of fraud or other offences or as required by law or in legal proceedings. Should the company deem it necessary to enforce its rights hereunder in any legal action you will reimburse the company for all costs and expenses including reasonable attorney's fees incurred as a result of such legal action.

19. Equipment & Connection to Network

Only equipment that is approved by the company shall be used by you to connect to the Service and the company may from time to time specify the type of equipment that may be connected to or used by you in respect of the Service. You shall immediately disconnect any equipment or device to the company's network which is not approved or complies with the company's specifications upon demand. The company's representative shall have access to your premises to verify that only approved and compliant equipment or devices are used in connection with the Service. In no event shall you interfere with any equipment provided to you by the company for use with the Service. The company accepts no responsibility for the maintenance, repair or condition of equipment or devices which are not the company's property and you will maintain all equipment and devices in good condition which are used or connected to the Service.

20. Service Period

By signing the Application form you have agreed to a minimum service period of twelve (12) calendar months. The service period may be extended in writing at any time to twenty-four (24) months or thirty-six (36) months or any longer period as may be specified on the executed Application form.

21. Suspension & Termination

This Agreement may be suspended and/or terminated without the need for prior written or verbal communication:

- if you breach any statutory restrictions/regulations/procedures that govern this network and service;
- if any information supplied by you is found to be false or misleading;
- if you do not comply with and/or breach any of the enacted Terms and Conditions of this Agreement;
- if intermittent checks, modifications and/or maintenance is deemed necessary by the Network;
- for non-payment of overdue amounts under this Agreement;
- if you fail credit checks that may be performed from time to time;
- if we have any reasonable cause to believe that you are unable to pay the charge;
- if you notify us that your handset has been lost or stolen;
- if we have reasonable cause to believe that Service was obtained fraudulently or fraudulently or improper use of your handset or SIM Card is taking place against us or a third party;
- if you commit a trespass on the Network or any equipment owned by the company;
- if you conspire to defraud the company;
- if in the sole opinion of the company you should do anything which could or is detrimental to the operation of the Network or the company;
- if services rendered to you in the sole opinion of the company may cause the Operation of the Network to be jeopardized or impaired, or allow others to do any of the foregoing which in the opinion of the company which does not comply with relevant legislation and regulation;
- if we are unable to provide the Services to you;
- if you do anything to avoid or evade the company's charges;
- if in the sole opinion of the company any equipment is intended to or result in the evasion or avoidance of the company's legitimate charges or defraud the company;
- if you do anything which is intended, or results in or likely to bypass the service.

22. Exclusion of Liability

We shall not be held liable for any direct, indirect, or consequential loss suffered by you (or anyone claiming through you) due to any of the following:

- suspension or non-availability of any Service
- suspension or termination of the Agreement;
- interruption of or failure to connect any call made to or by the equipment;
- interruption of or failure to connect any call due to failure of a third party;
- any call made to or by the equipment being overheard or intercepted by any third party;
- any disinformation transmitted to or by the equipment being altered or lost. We will have no liability to the customer for any claims whatsoever resulting from the inability to provide the Services due to factors beyond our control, including, but not limited to, Acts of God and the Queen's enemies, weather events, civil disturbances, industrial action, war, governmental action, force majeure, the act or omission of any other telecommunication carrier, default or failure of a third party.

Digicel (Turks & Caicos) Limited, its associated or affiliated companies, their respective officers, agents, directors, principals, employees, attorneys, underwriters, successors and assigns will not be liable for or in respect of any effects, claims, actions, proceedings, suits and causes of action (whether at law or in equity and including emotional distress), lens, debts, damages, fatalities, losses or injury (whether property or personal, consequential or otherwise), judgments, liabilities, costs and expenses of every nature kind whatsoever, whether known or unknown, suspected or unsuspected, (altogether, "claims whatsoever") arising out of or in respect to our equipment and/or any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, or of any emissions or transmissions to, from, by or through our Network and/or equipment. If we offer goods and/or services as agents of any principal provider(s), we will accept neither responsibility nor liability to you for the performance, loss of profit, emotional or mental distress or disappointment, or provision thereof by such providers so long as we have identified the providers to you and identified ourselves as agents.

23. Hold Harmless

You will indemnify and hold harmless the company against the following:

- All damages or injury caused to the Service(s) and network as a result of your negligence or failure to abide by your obligations hereunder. All claims arising out of your act or omission in conjunction with the Service(s) provided by the company.

24. Unenforceability

If any part of this Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

25. Customer Information

Digicel will send you information from time to time that is deemed relevant to you. If you do not wish to receive this information you may notify Digicel in writing.



34. Provide copies of representative samples of existing contracts with all classes of customer (if any).

Mobile Service Agreement
Application form for individuals

Digicel
Expect More. Get More.

Account Details: To be completed by Customer

Personal Information: Title: _____ Identification Type: National ID Card ID# _____
 First Name: _____ Passport ID# _____
 Middle Name: _____ Other (specify): _____ ID# _____
 Last Name: _____
 Date of Birth: _____
 Address for billing purposes: _____
 _____ Parish: _____
 Home Tel No.: _____ Email Address: _____

Job Details:
 Occupation: _____
 Employer's Name: _____ Employer's Tel No.: _____
 Employer's Address: _____

Current Mobile Provider: _____ Typical Monthly Mobile Bill US\$: _____
 Security Question: _____ Security Answer: _____

User Details: To be completed by Dealer/Salesperson

Package ID: _____ Rate Plan: _____
 User Provided Handset: or Dealer Provided Handset:

Optional Services/Features:
 Itemized Bill Summary Bill Private Listed No.:
 GPRS Roaming Other

Do you want to receive Digicel Marketing Material? Yes No

Referred By: Must be a Digicel subscriber _____ Mobile No: _____

Activation Authorisations:
 Deposit US\$: _____ Credit Limit Assigned US\$: _____
 Mobile No. Assigned: _____ Subscriber No. Assigned: _____
 Customer Care Agent: _____ Date of Contact: _____ Time of Contact: _____

Customer Declaration

I have read and agree to the Digicel Select terms and conditions attached hereto and understand and agree that I must pay for the service for a minimum period of twelve (12) months and that where there are supplemental Phones on the Account I remain liable for all charges incurred to my Account by the users of those Phones. I also represent and warrant that the information provided in this application form is true and accurate.

Signature: _____ Name: _____ Date: _____

Dealer Declaration

I have personally checked this form and hereby verify that all fields on this form are complete, accurate and consistent with documents provided.

Dealer Name: _____ Dealer Code: _____
 Salesperson: _____ Date: _____
 Signature: _____

White Copy - Digital Pink Copy - Customer Blue Copy - Dealer
 Digicel TCI, Orangetree House, Unit 207, Leeward Highway, Providenciales, Turks & Caicos Islands
 Tel: 1 (849) 331 0202 (2444) Fax: 1 (849) 941 7801 www.digicel.com

35. How many staff do you propose to employ OUTSIDE the Turks and Caicos Islands?

Initially: After 1 year: After 3 years:

36. How many staff do you propose to employ WITHIN the Turks and Caicos Islands?

a. Initially
 Turks and Caicos Islanders
 Expatriate

b. After 1 year
 Turks and Caicos Islanders
 Expatriate

c. After 3 years
 Turks and Caicos Islanders
 Expatriate

37. Explain fully how the following services will be provided:

- a. Customer service and complaint resolution
- b. Customer billing
- c. Directory services to the public, and how directory information on the applicant's own customers will be maintained and made available to others legitimately seeking it
- d. Access to 911 emergency services

XXXX

38. Provide details of any quality of service targets supported

Digicel is not required to meet any set quality of service



by the applicant.

(QOS) targets to any of its customers. However, as a world class telecommunications organizations maintains the followings internal QOS targets:

- Answer at least 80% of all calls received within 20 seconds
- Answer 85% of all calls
- Resolve 80% of all calls on first contact

Filing

An original signed application and eight paper copies must be filed with the Commission. All paper copies must be held together with rubber bands or fasteners. The applicant is to provide an electronic copy of its application on a 3.5" floppy diskette or CD, clearly labelled with the applicant's name, date of filing, and the name of the electronic file on the diskette or CD. The application fees must accompany the application in order for the Commission to consider the application.

Certification

1. The Applicant by submitting this form and any attachments thereto represents, warrants and undertakes to and with the TCI Telecommunications Commission that all information, facts and matters (together the 'Information') contained or referred to in the form and any attachments thereto are true and accurate as at the date of the application and correct in all respects and that nothing has been omitted which renders any of such Information incomplete, false or misleading.
2. So far as such Information relates in whole or in part to past or present matters of fact upon submission of the form, they shall also be deemed to constitute fundamental representations upon the faith of which the TCI Telecommunications Commission may grant the Licence or Licences applied for.
3. Promptly upon the occurrence of or promptly upon the Applicant becoming aware of the impending or threatened occurrence of any event which would or might reasonably be expected to cause or constitute a breach of the representations, warranties and undertakings in sub-clause 1 above (or would have caused or constituted a breach of the representations, warranties and undertakings in sub-clause 1 had such event occurred or been known to the Applicant prior to the date of application), the Applicant shall give written notice of the same to the TCI Telecommunications Commission and shall use its best endeavours promptly to prevent or remedy the same.
4. Where the Information consists of any audited accounts of the Applicant, the Applicant by submitting this form and any attachments thereto represents, warrants and undertakes to and with the TCI Telecommunications Commission that those accounts are accurate in all material respects and show a true, complete and fair view of the state of affairs, financial position, assets and liabilities of the Applicant and of its results for the financial period therein stated.
5. The Applicant further certifies that, to the best of its knowledge, any matters which might influence the TCI Telecommunications Commission's judgement as to whether the Applicant, its directors and substantial shareholders are fit and proper persons to hold a Telecommunications licence have been made known to the TCI Telecommunications Commission.

Signed on behalf of the Applicant:

.....

.....

Full name(s) of Signatory(ies):.....

Position:

E. Jay Saunders
.....

General Manager.....
.....

Date: 4th November 2008