

## Letter of Intent for Global TD-LTE Initiative

This Letter of Intent for **Global TD-LTE Initiative** is entered into by and among the following parties:

**China Mobile Communications Corporation**, a corporation duly incorporated and legally existing under the laws of PRC, with its registered address at No.29, Jinrong Ave., Xicheng District, Beijing, PRC;

**SOFTBANK MOBILE Corp.**, a company duly incorporated and legally existing under the laws of Japan, with its registered address at 1-9-1 Higashi-shimbashi, Minato-ku, Tokyo 105-7317, Japan ("**Softbank Mobile**");

**Bharti Airtel Ltd.**, a company duly incorporated and legally existing under the laws of India, with its registered address at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi – 110 070 ("**Bharti Airtel**");

**Clearwire Communications LLC**, a limited liability company duly incorporated and legally existing under the laws of the State of Delaware, with its registered address at 4400 Carillon Point, Kirkland, WA 98033 USA ("**Clearwire**");

**Vodafone Group Services Limited**, a company duly incorporated and legally existing under the laws of England and Wales, with its registered address at The Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, England ("**Vodafone**").

The aforesaid five parties would be collectively referred to as "**Initiators**" and an "**Initiator**" means either one of them.

On the basis of equality and mutual benefit and through friendly consultations, the Initiators agree to cooperate and work together through a joint initiative for the purpose of developing an extended pan-Asian and global ecosystem for Mobile Broadband.

THEREFORE, the Initiators hereby agree as follows:

### Article 1 Definitions

- 1.1 **“LOI”** means Letter of Intent for Global TD-LTE Initiative.
- 1.2 **“Global TD-LTE Initiative” (“GTI”)** means an initiative to develop a global industry standard for a virtual open platform for TD-LTE, the objectives of which are described in more detail in Article 2 of this LOI. It shall be noted that, GTI and any of its constituent functions, organizations or bodies that are set up for the purpose of fulfilling the goals and purposes of GTI, i.e., the Steering Committee and the Secretariat, shall not be construed or implied as creating or constituting any partnership, trust, association, joint venture, firm, company, corporation, agency, or any other entities between and/or among the Participants. The Participants shall exclude natural persons.
- 1.3 **“Long-Term Evolution” (“LTE”)** means a standard developed by 3GPP.
- 1.4 **“TD-LTE”** means Time Division Duplex mode of LTE.
- 1.5 **“FDD-LTE”** means Frequency Division Duplex mode of LTE.
- 1.6 **“Initiators”** and **“Initiator”** have the meanings set forth at the head of this LOI.
- 1.7 **“Operator”** or **“Operators”** mean the providers of carrier services (network services) in the wire or wireless area.
- 1.8 **“Vendor”** or **“Vendors”** mean developers, manufacturers or marketers of sophisticated communications equipment and/or terminals, accessories as well as data accessories to TD-LTE terminals and connectivity solutions.
- 1.9 **“Participant”** or **“Participants”** mean the Initiators and any party that are admitted to GTI in accordance with the terms of Article 4 of this LOI.
- 1.10 **“Operation Procedures”** means a written document or instruction detailing all activities and rules of GTI, which shall be reviewed and approved by the Steering Committee.
- 1.11 **“eXtended Global Platform” (“XGP”)** means a standard developed by XGP forum.



1.12 **“Secretariat”** has the meaning in Article 5 of this LOI.

1.13 **“Steering Committee”** has the meaning in Article 5 of this LOI.

## **Article 2 Objectives**

2.1 GTI is expected to expand beyond the Initiators in the event Operators other than Initiators intend to join GTI. The operation of GTI shall be carried out in accordance with all applicable laws and regulations including, without limitation competition and the antitrust laws.

2.2 GTI aims to bring together the leading Operators to steer the TD-LTE ecosystem as a major standard in mobile broadband technology and drive early development of next generation mobile broadband networks, and share the ecosystem with XGP. Its salient objectives are:

- (i) energizing the creation of a world-class and a growth-focused business environment;
- (ii) delivering great customer experience and bringing operational efficiencies;
- (iii) promoting convergence of TD-LTE and FDD-LTE in order to maximize the economy of scale; and
- (iv) facilitating multilateral cooperation between and/or among Operators .

## **Article 3 Activities**

3.1 GTI will organize a series of activities to bring TD-LTE Operators and Vendors together for sharing strategies of development and technology know-how, expediting the development of terminals and fostering global roaming and low-cost terminals.

3.2 GTI will conduct its activities pursuant to the Operation Procedures.

#### **Article 4    Accession**

4.1 GTI is an initiative open to all Operators which are seriously committed and actively contribute to the objectives of GTI and are interested in promoting cooperation between and/or among the Participants. All decisions on the accession of later joined Participants shall be non-discriminatory in accordance with all applicable laws and regulations including without limitation competition and antitrust laws.

4.2 All Operators excluding the GTI Initiators, are qualified for the accession to GTI in the event, (i) the Operator owns TDD spectrum, (ii) such Operator signs the **Accession Form for Participation into Global TD-LTE Initiative** (please refer to Annex A), (iii) the Accession Form is confirmed in writing by the Secretariat, and (iv) in addition to the aforesaid three provisions, the Participants shall be in compliance with this LOI, the Operation Procedures and other applicable documents. For the purpose of clarity, the terms and conditions of this LOI shall not be modified with respect to the new Participants.

Notwithstanding the fact that GTI comprises Operators, upon an invitation from the Secretariat, Vendors may also participate in GTI activities, which participation shall be subject to the Operation Procedures.

#### **Article 5    Decision-Making Mechanism**

5.1 The Steering Committee and the Secretariat are two bodies that are to be established in accordance with the terms of this Article 5 for the purpose of implementing the activities of GTI.

5.2 The Steering Committee is the decision-making body of GTI. Each Initiator will authorize one representative, as a member of the Steering Committee, to take one seat in the Steering Committee.



- 5.3 The decisions within the Steering Committee will be made by simple majority, i.e., more than 50%, of the members of the Steering Committee, whereby each member may have one vote.
- 5.4 The Steering Committee shall be presided over by one Chairman who has no voting right. The Chairman of the Steering Committee shall be nominated by the Secretariat, and appointed by the Steering Committee with the affirmative vote of a simple majority, i.e., more than 50%, of the members of the Steering Committee. The term of office for the Chairman shall be one (1) year.
- 5.5 For the circumstance in voting deadlock of the Steering Committee occurs, the Secretariat shall submit new proposals to the Steering Committee for review and approval.
- 5.6 The Steering Committee shall have the following duties and powers including without limitation:
- (i) Realizing the overall objectives of GTI according to the Operation Procedures;
  - (ii) Making strategies including initiating changes to GTI;
  - (iii) Approval of additional seats in Steering Committee and/or Steering Committee changes;
  - (iv) Reviewing and approving the Operation Procedures;
  - (v) Reviewing and approving the proposals submitted by the Secretariat; and
  - (vi) Handling other matters relating to GTI as required.
- 5.7 The Secretariat comprises authorized representatives of the Initiators.
- 5.8 The Secretariat has no voting rights but assists the Steering Committee with GTI operation and reports to the Steering Committee. The Secretariat shall have the following duties and powers including without limitation:
- (i) Implementing the decisions of GTI and the Steering Committee;

- (ii) Coordinating and managing the GTI bilateral, multilateral, and common activities;
- (iii) Drafting Operation Procedures and submitting to the Steering Committee for review and approval;
- (iv) Drafting and submitting proposals to the Steering Committee for review and approval; and
- (v) Executing the overall work plan of GTI.

#### **Article 6 Special Provision for Operation Procedures**

- 6.1 The original Operation Procedures shall be agreed by the original Steering Committee. The later joined Participants may request to amend the Operation Procedures. The amendment to the Operation Procedures shall be adopted with the affirmative vote of a simple majority, i.e., more than 50%, of the members of Steering Committee.

#### **Article 7 Confidentiality**

- 7.1 The information of GTI shall not be treated as confidential unless the information provider expressly indicates such information is confidential and the confidential scope of the same, such as confidential to Initiators, or Participants, or certain Initiators or Participants.
- 7.2 The confidential information shall not be disclosed without prior written consent of the authorized representative of such information provider.
- 7.3 The following information shall not be treated as confidential among Participants:
- (i) the accession to GTI shall not be treated as confidential;
  - (ii) the information which was known to the recipient before receipt from the discloser;



- (iii) the information which is or becomes publicly available through no fault of the recipient;
- (iv) the information which is rightfully received by the recipient from a third party without a duty of confidentiality;
- (v) the information which is independently developed by the recipient without a breach of this LOI; and
- (vi) the information which is disclosed by the recipient with the discloser's prior written consent.

7.4 Unless stated otherwise in this LOI, any information for the purpose of this LOI, other than information that the Participants are required to treat as confidential under this Article 7, may be disclosed to third parties as long as such disclosure is beneficial to expand the success and industrial influence of GTI, including without limitation the name, objectives, tenets and initiation background of GTI.

7.5 The confidential information under this LOI shall remain confidential until it can be disclosed in accordance with this LOI.

#### **Article 8     Effective Date and Term**

8.1 Unless otherwise specified in the applicable laws and regulations, this LOI shall come into effect upon the date that all of the Initiators have signed this LOI, or if the Initiators sign on different days, the date that the last Initiator signs this LOI. The term of this LOI shall be from the date the last Initiator signs up to 31<sup>st</sup> March, 2012 unless terminated earlier by mutual consent of all Initiators.

#### **Article 9     General Provisions**

9.1 This LOI is not intended to be, nor shall it be construed in any way as, a binding agreement among Participants with respect to the subject matter

hereof except for the rules of confidentiality in Article 7 and dispute rules hereunder in this LOI.

- 9.2 This LOI does not necessarily reflect the final position of Participants with respect to the matters described herein and does not necessarily contain all matters upon which agreement must be reached for the purpose of accomplishing the objectives of GTI.
- 9.3 Any binding document must be in writing and signed by the authorized representatives of Participants. Each Participant acknowledges that any Participant may, in such Participant's sole and absolute discretion and without liability to the other Participants, abandon negotiations at any time and for any reason or for no reason at all.
- 9.4 Each Participant shall be liable for its respective costs and expenses incurred during the negotiation, execution and/or delivery of this LOI regardless of a failure to execute this LOI. The expense arising from GTI's operation shall be sponsored by the Participants in mutual agreement with each other.
- 9.5 Except as otherwise set forth with respect to the breach of confidentiality, neither Participant shall be liable for any direct or indirect, incidental, special, exemplary, consequential, punitive or other direct or indirect damages of any nature, for any reason, whether such liability is asserted on the basis of contracts, torts (including negligence or strict liability) or otherwise, even if it has been advised of the possibility of such damages. In no event shall either Participant be liable for any economic loss or business opportunities' loss arising out of this LOI.
- 9.6 This LOI and legal relations under this LOI are governed by the laws of Singapore, without regard to the conflict of laws principles thereof. Any dispute arising from, or in connection with this LOI shall be firstly settled through amicable negotiation by the Participants. In case no settlement to disputes can be reached through amicable negotiation between the Participants, the disputes shall be finally settled under the arbitration rules



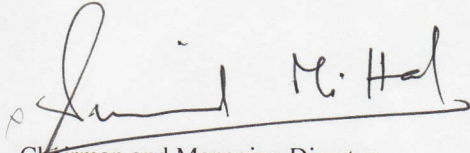
then in effect of the Singapore International Arbitration Center (SIAC) by one or more arbitrators appointed in accordance with the said rules. The arbitration shall proceed in Singapore and be conducted in the English language. The arbitral award is final and binding upon the Participants. The arbitration fees shall be borne by the losing Participants except otherwise awarded by the arbitration commission.

9.7 Other matters regarding GTI's operation shall be stipulated in the Operation Procedures.

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(Execution Page of this GTI LOI)

Sunil Bharti Mittal




Chairman and Managing Director

Bharti Airtel Ltd.

Date

Jianzhou Wang



Chairman

China Mobile Communications Corporation

Date 12 May 2011  
Beijing, CHINA

Masayoshi Son

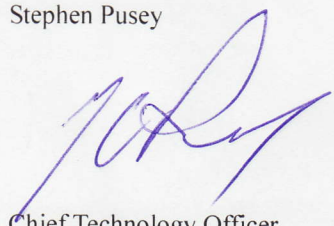


Chairman and CEO

SOFTBANK MOBILE Corp.

Date July 1, 2011

Stephen Pusey



Chief Technology Officer

Vodafone Group Services Limited

Date 15<sup>th</sup> July 2011

David Maquera



Chief Strategy Officer

Clearwire Communications LLC

Date 25 April 2011

Place: Kirkland, WA, USA



**Annex A: Accession Form for Participation into Global TD-LTE Initiative**

*COMPANY NAME*, a company duly incorporated and legally exists in *COUNTRY Name* with its registered address at *COMPANY ADDRESS* ("**COMPANY NAME**")

**COMPANY NAME**, by signing this Form, hereby declares its intention to participate into Global TD-LTE Initiative, of being a Participant of it and confirms its knowledge and acceptance to all the terms and conditions of the Letter of Intent for Global TD-LTE Initiative entered into on [date] by and among [five parties]. This Form and the Letter of Intent for Global TD-LTE Initiative shall be read and construed as one instrument.

Place, Date: \_\_\_\_\_

Authorized to sign on behalf of

**COMPANY NAME**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Date**