

IDA ANNOTATION – 13 DECEMBER 2000

SINGTEL RESPONSE – 11 JANUARY 2001

**SINGAPORE
TELECOMMUNICATIONS
LIMITED**

**REFERENCE
INTERCONNECTION
OFFER**

CONTENTS

PART 1- ACCEPTANCE PROCEDURES

1. REQUEST FOR INTERCONNECTION RELATED SERVICES	3
2. CONFIDENTIALITY	7
3. ASSESSMENT OF NOTIFICATION OF ACCEPTANCE OF RIO	9
4. REPRESENTATIONS AND WARRANTIES	11
ADDITIONAL SERVICES	<u>1342</u>
NEW SERVICES	14
7. EFFECT OF VARIATION OF SINGTEL'S RIO	15
PART 2 – REFERENCE INTERCONNECT OFFER AGREEMENT	16
THIS SINGTEL REFERENCE INTERCONNECTION OFFER AGREEMENT (RIO AGREEMENT)	16
1. DEFINITIONS, INTERPRETATION AND STRUCTURE	17
2. SCOPE OF AGREEMENT	<u>2049</u>
3. SUPPLY OF IRS	<u>2120</u>
4. COMMENCEMENT, DURATION AND REVIEW	21
5. CHARGES	<u>2322</u>
6. PAYMENT	24
7. ONGOING INFORMATION REQUIREMENTS	26
8. NETWORK PROTECTION AND SAFETY	<u>2827</u>
9. APPROVED ATTACHMENTS AND CUSTOMER EQUIPMENT	30
10. NETWORK ALTERATIONS AND CHANGES	30
11. QUALITY OF SERVICE	<u>3332</u>
12. SUSPENSION	33
13. TERMINATION	<u>3837</u>
14. FORCE MAJEURE	<u>4443</u>
15. LIMITATION OF LIABILITY	<u>4645</u>
16. INTELLECTUAL PROPERTY RIGHTS	<u>5049</u>

17. NUMBERING	<u>5150</u>
18. CALLING LINE IDENTIFICATION (CLI)	<u>5254</u>
19. RECIPROCITY	<u>5453</u>
20. FORECASTS AND CAPACITY	<u>5554</u>
21. INSURANCE	<u>5756</u>
22. CREDIT MANAGEMENT AND SECURITY REQUIREMENTS	<u>5756</u>
23. CONFIDENTIALITY	<u>5958</u>
24. CUSTOMER RELATIONSHIP	<u>6564</u>
25. REQUESTING LICENSEE'S REPRESENTATIONS AND COMMUNICATIONS	<u>6664</u>
26. ASSIGNMENT	<u>6766</u>
27. WAIVERS	<u>6867</u>
28. SERVING OF NOTICES	<u>6967</u>
29. ENTIRE AGREEMENT	<u>7068</u>
30. GOOD FAITH AND NON-EXCLUSIVITY	<u>7069</u>
31. PARTIAL INVALIDITY	<u>7069</u>
32. COSTS AND EXPENSES	<u>7169</u>
33. INDEPENDENT CONTRACTORS AND AGENCY	<u>7170</u>
34. GOVERNING LAW	<u>7170</u>
35. DISPUTE RESOLUTION	<u>7270</u>
36. AMENDMENTS	<u>7274</u>

ATTACHMENT B – REQUEST FOR SERVICES

ATTACHMENT C – REQUEST FOR ADDITIONAL IRS

ATTACHMENT D – REQUEST FOR NEW IRS

THIS REFERENCE INTERCONNECTION OFFER IS

MADE BY: SINGAPORE TELECOMMUNICATIONS LIMITED (SingTel), company registration number 199201624D, a company incorporated in Singapore and having its registered office at 31 Exeter Rd, Comcentre, SINGAPORE 239732.

ON: [DATE]

PURSUANT TO: Subsection 5.3.1 of the Code of Practice for Competition in the Provision of Telecommunications Services.

WHEREAS:

RECITAL A – CONDITIONAL APPROVAL

A. The Info-communications Development Authority of Singapore (**the Authority**) has published a Code of Practice for Competition in the Provision of Telecommunications Services in the Republic of Singapore (**CodeOP**).

RECITAL B – CONDITIONAL APPROVAL

B. Subsection 5.3.1 of the ~~COP~~ Code requires Dominant Licensees to submit a proposed Reference Interconnection Offer (**RIO**) to the Authority for approval. This RIO was submitted on 30 October 2000.

RECITAL C - MODIFICATION REQUIRED

C This RIO is in two parts – the first outlines the procedures necessary to accept the RIO and enter into a RIO ~~pre-supply procedures necessary to enter into this RIO~~ Agreement with SingTel; the second includes the minimum terms and conditions on which SingTel will enter into such an agreement with telecommunications Licensees, the detailed terms and conditions being contained in the relevant schedules.

For reasons explained below, SingTel must modify this provision to replace the term “pre-supply procedures necessary to enter into this RIO” with the term “procedures necessary to accept the RIO”.

SingTel comments: Agreed.

MODIFICATION REQUIRED

Sub-section 5.3.2 of the Code provides that a “RIO must contain a comprehensive and complete written statement of the prices, terms and conditions on which the Dominant Licensee is prepared to provide Interconnection Related Services to any Requesting Licensee” (emphasis added). Sub-section 5.1.1, in turn, defines a Requesting Licensee as a Facilities-based Licensee or a Services-based Licensee that uses switching or routing equipment to provide telecommunication services to the public “that seeks to interconnect with a Dominant Licensee”. Taken together, these provisions make clear that: (a) the RIO is an offer extended by the Dominant Licensee to provide Interconnection Related Services (“IRS”) and (b) any Facilities-based Licensee or a Services-based Licensee that uses switching or routing equipment to provide telecommunication services to the public has an unqualified right to accept this offer.

The proposed RIO does not adopt the offer-and-acceptance structure required by the Code. Rather, the proposed RIO contains a regime in which: (a) Facilities-based Licensees and Services-based Licensees that use switching or routing equipment to provide telecommunication services to the public must make a “request” to SingTel to obtain services on the prices, terms and conditions specified in the RIO and (b) SingTel has broad discretion to “assess” the request and determine whether to “accept” or “reject” it. In order to make this assessment, SingTel seeks the right to obtain detailed information regarding the structure, operations, and creditworthiness of the Requesting Licensee.

SingTel comments: **Agreed. Following processing of the acceptance, an RIO contract must be immediately executed.**

SingTel must modify the proposed RIO to make clear that the RIO is an offer that may be accepted by any Facilities-based Licensee and Services-based Licensee that uses switching or routing equipment to provide telecommunication service to the public. In so doing, SingTel must limit its role to determining: (1) whether the party submitting an acceptance of the RIO falls within the category to which the offer has made been (i.e., whether the party is a Facilities-based Licensee or a Services-based Licensee that uses switching or routing equipment to provide telecommunication services to the public) and (2) whether the acceptance is responsive to the terms of offer (i.e., whether the Requesting Licensee has accepted the terms contained in the RIO and has not sought to add any additional or different terms).

SingTel comments: **Agreed.**

In particular, SingTel should modify the process of acceptance set out in Part 1 Pre-Supply Arrangements to conform to the process set out below:

- (a) *Requesting Licensee will send to SingTel a notification of acceptance of SingTel’s offer set out in its RIO;*
- (b) *SingTel shall confirm, in writing, whether the acceptance is responsive to the terms of the offer;*
- (c) *If the acceptance is responsive to the terms of the offer, both parties shall execute the RIO Agreement; and*
- (d) *The Licensees will then have thirty days to resolve all issues related to the implementation of the RIO Agreement.*

SingTel comments: **Agreed.**

Consistent with this approach, SingTel must rename Part One “Acceptance Procedures”, must replace references to the Requesting Licensee’s “Request for Interconnection Related Services” to refer to the Requesting Licensee’s “Notification of Acceptance of RIO” and must make other necessary conforming changes throughout Part One.

SingTel comments: **Agreed.**

In addition, SingTel must delete all provisions that impose a general requirement on Requesting Licensees to provide information regarding their structure, operations, and financial position. However, SingTel may propose objective, reasonable and non-discriminatory requirements designed to ensure that it will be compensated for services that it provides. This could include provisions for up-front security deposits or for deposits in the case in which a Licensee has a demonstrated record of non-payment. As part of this process, SingTel may require a Requesting Licensee to provide financial information that is strictly necessary to resolve a bona fide concern regarding a Licensee’s creditworthiness. SingTel may also seek an exemption from the duty to extend the RIO to any Facilities-based or eligible Services-based Licensee in any case in which it can demonstrate that it is unlikely to be compensated by a specific Licensee.

SingTel comments: **SingTel has included objective measures for security to be provided. See comments in relation to clause 1.3(e) for further explanation.**

1. REQUEST FOR INTERCONNECTION RELATED SERVICES

CLAUSE 1.1 – MODIFICATION REQUIRED

- 1.1 If a Facilities Based Operator (**FBO**) or Services Based Operator (**SBO**) which uses switching or routing equipment to provide telecommunications services to the public, seeks to interconnect with SingTel on the prices, terms and conditions contained in this RIO for the Interconnection Related Services (**IRS**) and Wholesale Services contained in this RIO Agreement, that FBO or SBO must

submit a written request-acceptance (~~Request for IRS~~Notification of Acceptance of RIO) to SingTel (and the Authority) in the form provided at Attachment ~~AB~~ – ~~Request for IRS~~Notification of Acceptance of RIO.

Under the Code, SingTel is also required to supply IDA-determined wholesale services to Facilities-based Licensees. SingTel must revise the proposed RIO to reflect this fact.

SingTel comments: **Agreed.**

CLAUSE 1.2 – MODIFICATION REQUIRED

1.2 An FBO or SBO which uses switching or routing equipment to provide telecommunication services to the public and which submits such a ~~Request for IRS~~Notification of Acceptance of RIO shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the ~~Request for IRS~~Notification of Acceptance of RIO, will become bound by the provisions of this Part 1 of the RIO, including the representations and warranties contained in clause ~~45~~.

SingTel must replace the phrase “Request for IRS” with the phrase “Notification of acceptance of RIO”.

SingTel comments: **Agreed.**

CLAUSE 1.3 - MODIFICATION REQUIRED

1.3 The Requesting Licensee’s ~~Request for IRS~~Notification of Acceptance of RIO must containspecify:

- (a) the IRS and/or Wholesale Services it wishes to be supplied with;
- (b) the forms of interconnection requested (as specified in Schedule 1 of the RIO);
- (c) the type of telecommunications system licence held by and the type of telecommunications services licensed for provision by the Requesting Licensee;

The Code obligates SingTel to provide IRS to all Facilities-based Licensees and Serviced-based Licensees that use switching or routing equipment to provide telecommunication services to the public. The Code does not provide for any basis in which SingTel may reject any request for IRS based on the type of telecommunication services licensed for provision by the Requesting Licensee. IDA

requires SingTel to modify Clause 1.3(c) by deleting the phrase “and the type of telecommunications services licensed for provision by”.

SingTel comments: This information is still required in order to assess the type of IRS the Requesting Licensee is entitled to. This will be relevant in the application process for services under the Schedules.

- (d) a designated contact person;
- (e) if the paid-up capital of the Requesting Licensee is less than S\$1,000,000, a banker’s guarantee in the form of Attachment D to this RIO from a bank reasonably acceptable to SingTel or a security deposit, equivalent to the value of 2.5 times the value of Services likely to be acquired by the Requesting Licensee on a monthly basis under the RIO Agreement~~the creditworthiness, security, and insurance information as detailed in clause 22;~~ and

As noted above, SingTel does not have the authority to determine which Licensees it will enter into agreements with. However, SingTel may propose objective, reasonable and non-discriminatory requirements designed to ensure that it will be compensated for services that it provides.

SingTel comments: Agreed. The value of the security deposit/bankers guarantee has been calculated according to the credit risk that SingTel may incur having regard to the potential time for payment (i.e. 2.5 months), without prejudice to SingTel’s rights to take such other action as it considers appropriate. This period has also been calculated having regard to historical practice. This amount should be entitled to be retained by SingTel to offset the credit risk that may be incurred by SingTel under this Agreement.

- (f) such other information as specified in Attachment ~~AB~~ – Request for IRS Notification of Acceptance of RIO.

CLAUSE 1.4 - MODIFICATION REQUIRED

- 1.4 ~~If SingTel reasonably requires further information from the Requesting Licensee for the purposes of assessing the Requesting Licensee’s Request for IRS, the Requesting Licensee agrees to comply with SingTel’s request for further information within five (5) Business Days.~~

The Code obligates SingTel to provide IRS to all Facilities-based Licensees and Services-based Licensees that use switching or routing equipment to provide telecommunication services to the public. This is the only basis for which SingTel is permitted to assess whether it has to provide IRS to any Requesting Licensee who accepts the RIO. If there is any information that SingTel may require for purposes

of assessing whether it has to provide IRS to any Requesting Licensee on the basis as set out above, SingTel must specify the exact information required in Clause 1.3. Otherwise, SingTel must delete Clause 1.4 in its entirety.

SingTel comments: **Agreed.**

CLAUSE 1.5 – CONDITIONAL APPROVAL

1.5 Unless otherwise agreed or, if and until SingTel rejects the ~~Request for IRS~~Notification of Acceptance of RIO under clause 2.1, and subject to clause 2, SingTel and the Requesting Licensee will, following execution by the Requesting Licensee of the RIO Agreement, use their reasonable endeavours to commence discussions in relation to the implementation of the accepted prices, terms and conditions of the RIO Agreement within seven (7) Calendar Days of the receipt of the Notification of Acceptance of RIO, and to complete such discussions ~~implement the accepted prices, terms and conditions of this RIO Agreement within thirty, subject to clause 2, seven (7)-(30) Calendar Days of the receipt of the Request for IRS~~Notification of Acceptance of RIO.

IDA notes that, under sub-section 5.3.2 of the Code, SingTel need only provide that the Licensees will generally complete any discussion related to the implementation of the accepted prices, terms and conditions within 30 days from the date of acceptance of the RIO.

SingTel comments: **Noted.**

CLAUSE 1.6 – CONDITIONAL APPROVAL

1.6 For the purposes of this ~~RIO Agreement,~~ an agreement entered into on the same terms and conditions to those in Part 2 of this ~~RIO Agreement~~ shall be referred to as an RIO Agreement.

CLAUSE 1.7 – MODIFICATION REQUIRED

1.7 If both the Requesting Licensee and SingTel agree, the assistance of a representative of the Authority can be sought in assisting them resolve disputes regarding ~~negotiate~~ the implementation of a RIO Agreement in accordance with the Code.

Clause 1.7 conforms to sub-section 4.3.2 of the Code. If, however, one of the parties wishes to refer the matter to IDA for post-acceptance dispute resolution,

sub-section 5.7 of the Code will apply. SingTel must modify Clause 1.7 to reflect this procedure.

SingTel comments: Not agreed. Not relevant here. Further, 4.3.2 requires “they may jointly request iDA to provide assistance.” Inserted “in accordance with the Code” for clarity.

CLAUSE 1.8 – CONDITIONAL APPROVAL

1.8 If the Requesting Licensee requests services outside the scope of the RIO, the terms and conditions of the provision of such services shall remain outside the scope of the RIO.

CLAUSE 2 - MODIFICATION REQUIRED

~~2.CONFIDENTIALITY AGREEMENT~~

~~THE REQUESTING LICENSEE AND SINGTEL AGREE TO EXECUTE A CONFIDENTIALITY AGREEMENT WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DELIVERY OF THE REQUEST FOR IRS AS A PRE-CONDITION TO ENTERING INTO THIS RIO AGREEMENT.~~

~~**1.9** If SingTel and the Requesting Licensee are unable to reach agreement on the terms of a confidentiality agreement within fifteen (15) Calendar Days of the delivery of the Request for IRS, the Requesting Licensee and SingTel agree to immediately execute the Model Confidentiality Agreement in the form of Attachment A.~~

The Model Confidentiality Agreement developed by SingTel pursuant to sub-section 5.3.3 of the Code is intended to be used in connection with the negotiation of an individualised interconnection agreement. See Code § 5.5. By contrast, the RIO is intended to be accepted by any Facilities-based Licensee or Services-based Licensee that uses switching or routing equipment to provide telecommunication services to the public. As such, there is no basis for requiring the Requesting Licensee to enter into any confidentiality agreement with SingTel as a pre-condition to its acceptance of the RIO. IDA therefore requires Clause 2 to be deleted.

SingTel comments: Agreed. The confidentiality provisions of the RIO Agreement will apply once it is executed, which will occur immediately after SingTel’s acceptance.

~~3. CREDITWORTHINESS, SECURITY AND INSURANCE~~

~~3.1 The Requesting Licensee must provide to SingTel along with the Request for IRS, at its sole cost and expense, the creditworthiness, security and insurance information detailed in Attachment B — Request for IRS so that SingTel may assess the creditworthiness of the Requesting Licensee, and the security and insurance SingTel will require of the Requesting Licensee if an interconnection agreement is concluded. If the paid-up capital of the Requesting Licensee is less than S\$1,000,000, then SingTel may request, and the Requesting Licensee must provide, a banker's guarantee in a form, and from a bank, approved by SingTel in addition to the other security and insurance requirements.~~

~~3.2 If SingTel reasonably requires further information from the Requesting Licensee for the purpose of determining the creditworthiness of, or security or insurance required from, the Requesting Licensee, SingTel will deliver such requests in writing to the Requesting Licensee. The Requesting Licensee must supply such further information to SingTel within five (5) Business Days of receipt of a request from SingTel for such information.~~

~~3.3 The Requesting Licensee agrees to deliver the creditworthiness, security, and insurance information, and such security and insurance as reasonably requested by SingTel as a condition precedent to the execution of this RIO Agreement.~~

~~3.4 SingTel may, at its absolute discretion, treat a failure by the Requesting Licensee to provide creditworthiness, security and insurance information or security and insurance as entitling SingTel to refuse to sign a RIO Agreement, and to end any negotiations for that purpose.~~

~~3.5 For the avoidance of doubt, SingTel will not be taken to have agreed to supply, and the Requesting Licensee will not be taken to have agreed to acquire the IRS detailed in this RIO unless and until any creditworthiness, security and insurance information, and security and insurance have been provided in accordance with this RIO Agreement.~~

As noted above, the RIO is a mandatory offer. SingTel does not have the authority to determine the Licensees with which it will enter into agreements based on its assessment of their creditworthiness. Therefore, SingTel must delete Clause 3. However, SingTel may propose objective, reasonable and non-discriminatory requirements designed to ensure that it will be compensated for services that it provides. This could include requiring the Requesting Licensee to provide a reasonable initial security deposit or banker's guarantee. It also could include objective procedures for requiring a deposit if, after the parties implement the RIO,

the Requesting Licensee fails to make required payments or meets other objective standards that provide SingTel with a commercially reasonable basis for concern as to the likelihood of payment.

If SingTel believes that, notwithstanding these procedures, it should not be required to extend an offer to a specific Licensee, SingTel may seek an exemption from IDA pursuant to sub-section 1.6.1 of the Code. SingTel, however, will have to provide a compelling justification to obtain such exemption.

SingTel comments: **Agreed. See new clause 3 for amended arrangements.**

**** CLAUSE 3 - MODIFICATION REQUIRED**

As noted above, the Code obligates SingTel to provide IRS to all Facilities-based Licensees and Services-based Licensees that use switching or routing equipment to provide telecommunication services to the public. In addition, the Code sets out the types of IRS that Facilities-based Licensees and Services-based Licensees that use switching or routing equipment to provide telecommunication services to the public are entitled to obtain. Accordingly, these are the only bases on which SingTel is permitted to assess whether it has to provide IRS to any Requesting Licensee who accepts the RIO. IDA requires SingTel to modify Clause 4 to specify the procedures that SingTel will use to determine whether the Requesting Licensee's acceptance is responsive to the terms of SingTel's offer.

SingTel comments: **Agreed. See new clause 3 for specified procedures.**

4.2. ASSESSMENT OF NOTIFICATION OF ACCEPTANCE OF RIO REQUESTS

4.2.1 SingTel may reject a ~~Request for IRS~~ Notification of Acceptance of RIO if:

- (a) the Requesting Licensee is neither an FBO nor an SBO using switching or routing equipment to provide telecommunications services to the public; or
- (b) the services requested are not IRS or Wholesale Services as defined by SingTel's then current RIO; or
- (c) the services requested are outside the scope of the services that are required to be supplied to the Requesting Licensee; or
- (d) the Requesting Licensee has not provided a notification in accordance with the Notification of Acceptance of RIO; or
- (e) SingTel is already supplying the Services the subject of the Notification of Acceptance of RIO to the Requesting Licensee; or

(f) SingTel is or has been granted an exemption from the supply of the requested Services to the Requesting Licensee or generally.

IDA requires sub-clauses (d) to (g) to be deleted. These are not proper bases under the Code for which SingTel may reject the Requesting Licensee's acceptance of the RIO.

SingTel comments: We have retained paragraph (d) although in an amended form. SingTel should still be able to reject an Acceptance if it is not in the correct form. Agreed to delete paragraphs (e) and (f). In paragraph (g), we have taken out the subsidiary or holding company reference.

2.2 SingTel may apply to the Authority for an exemption from providing Services to the Requesting Licensee at any time.

2.3 The operation of this RIO in respect of the Requesting Licensee's Notification of Acceptance of RIO, will be suspended for such time as the exemption process in clause 2.2 takes to operate.

~~(d) the Requesting Licensee has failed to provide the information referred to in clause 3, and Attachment B—Request for IRS; or~~

~~(e) SingTel reasonably concludes that the Requesting Licensee is not of sufficient creditworthiness; or~~

~~(f) SingTel reasonably concludes that the Requesting Licensee has failed to comply with previous contractual obligations to SingTel; or~~

~~(g) SingTel is already supplying the IRS the subject of the Request for IRS to the Requesting Licensee, its Subsidiary or Holding Company.~~

4.22.4 If SingTel rejects a Request for IRS Notification of Acceptance of RIO under this clause 23 it will:

(a) promptly notify the Requesting Licensee in writing; and

(b) provide reasons for rejection to the Requesting Licensee with the notice in paragraph (a); and

(c) ~~will not be required to enter into a RIO Agreement pursuant to the Request for IRS Notification of Acceptance of RIO.~~

~~4.32.5~~ If SingTel notifies the Requesting Licensee that it accepts the ~~Request for~~ IRS Notification of Acceptance of RIO, the Requesting Licensee must immediately execute ~~the~~ RIO Agreement.

CLAUSE 4 - MODIFICATION REQUIRED

SingTel must revise this Clause to make clear it specifies the representations and warranties that the Requesting Licensee is making by “accepting” the RIO.

SingTel comments: Agreed.

~~5.3.~~ **REPRESENTATIONS AND WARRANTIES**

~~5.13.1~~ By submitting a ~~Request for~~ IRS Notification of Acceptance of RIO, the Requesting Licensee represents and warrants that:

- (a) it has power to enter into and observe its obligations under ~~the~~ RIO Agreement; and
- (b) it has in full force and effect the authorisations necessary to enter into ~~the~~ RIO Agreement, observe obligations under it and allow it to be enforced; and
- (c) its obligations under this RIO are valid and binding and are enforceable against it in accordance with its terms; and
- (d) the information provided by it to SingTel in its ~~Request for~~ IRS Notification of Acceptance of RIO is complete, true and correct, and not misleading; and
- ~~(e)~~ ~~the most recent audited Accounts of the Requesting Licensee and its Subsidiaries and Holding Companies are a true, fair and accurate statement of its financial position and their consolidated financial position as at the date to which they are prepared and disclose or reflect all their actual and contingent liabilities; and~~
- ~~(f)~~ ~~(e) there has been no adverse change in the financial position of the Requesting Licensee or in the consolidated financial position of the Requesting Licensee and its Subsidiaries and Holding Companies since the date on which the audited Accounts of the Requesting Licensee and audited consolidated Accounts of the Requesting Licensee and its Subsidiaries and Holding Companies were last prepared; and~~

IDA requires sub-clauses (e) and (f) to be deleted. As noted above, the RIO is a mandatory offer. SingTel does not have the authority to determine the Licensees with which it will enter into agreements based on SingTel's assessment of their creditworthiness. Therefore, in most cases, SingTel has no basis to require submission of this information. SingTel may, however, propose objective, reasonable and non-discriminatory standards under which it will require a Requesting Licensee to submit specific information when SingTel has a legitimate basis to require a deposit or take other permissible actions.

SingTel comments: **Agreed.**

~~(e)(f)~~ except where clause ~~3.35-3~~ applies, it is not a trustee of any trust or settlement;
and

~~(h)(g)~~ it is the beneficial owner of and has good title to all property held by it or on its behalf and all undertakings carried on by it free from Encumbrance other than those approved by SingTel.

5.23.2 SingTel represents and warrants that:

- (a) it has power to enter into and observe its obligations under ~~theis~~ RIO Agreement;
and
- (b) it has in full force and effect the authorisations necessary to enter into ~~theis~~ RIO Agreement, observe obligations under it and allow it to be enforced.

5.33.3 Where the Requesting Licensee is a trustee of a trust or settlement it will be a condition precedent to ~~theis~~ RIO Agreement coming into force and effect that the Requesting Licensee, the directors of the Requesting Licensee and the beneficiaries of the relevant trust have entered into a deed of covenant and indemnity in a form satisfactory to SingTel to assure SingTel that the Requesting Licensee has the power and authority to enter into ~~theis~~ RIO Agreement and has an appropriate right of indemnity out of trust assets in respect of its liability under ~~theis~~ RIO Agreement.

5.43.4 The Requesting Licensee agrees to indemnify SingTel on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by SingTel which arises out of or in connection with any breach of any of the representations given in this clause ~~35~~.

CLAUSE 5 - MODIFICATION REQUIRED

6.4. ADDITIONAL IRS/ADDITIONAL SERVICES

6.4.1 Additional Services ~~IRS~~ are IRS or Wholesale Services as defined in the RIO Agreement, but which are not currently being supplied to the Requesting Licensee. If the Requesting Licensee wishes to acquire ~~requests~~ an Additional ~~IRS Service~~ from SingTel, the acceptance ~~request~~ must be in the form of ~~the application form~~ provided as Attachment BC – Acceptance of Request for Additional Service ~~IRS~~ to this RIO.

6.24.2 On receipt of an Acceptance of Request for Additional Service ~~IRS~~:

- (a) the procedures in clauses 1; 2, 1 and 23, and the warranties in clause 34 will be deemed to apply in relation to an Acceptance Request for of Additional Service ~~IRS~~; and

SingTel must delete the reference to Clauses 2 and 3.

SingTel comments: Only delete reference to (old) clause 2. Clause 3 (now clause 2) reference still required. There will still be an assessment of the Requesting Licensee's acceptance under clause 2.

- (b) the Parties will negotiate in good faith to ensure that ~~any confidentiality agreement~~ the confidentiality provisions then in force between the two Parties of the RIO Agreement adequately covers any further Confidential Information that is reasonably anticipated to be disclosed with regard to the Additional Service ~~IRS~~. The Parties will amend such existing Confidentiality provisions ~~Agreements or execute a new confidentiality agreement if necessary to ensure the adequate protection of the new Confidential Information to be disclosed.~~ ~~If the Parties are unable to agree to such amendments or new confidentiality agreements within fifteen (15) Calendar Days of the receipt of the Request for Additional IRS, the Parties agree to immediately execute the Model Confidentiality Agreement in the form of Attachment A in relation to the negotiation of the terms and conditions of the Additional IRS.~~

Please refer to IDA's comments to Clause 2. SingTel should delete Clause 6.2(b). Any additional IRS requested will be provided pursuant to the existing RIO Agreement entered into. Accordingly, the confidentiality provisions of the RIO Agreement will already apply.

SingTel comments: See redraft which clarifies position.

CLAUSE 6 – MODIFICATION REQUIRED

7.5. NEW IRS/NEW SERVICES

7.15.1 ~~New ServicesIRS~~ are IRS or Wholesale Services under the Code which were not previously included in this RIO Agreement. SingTel may from time to time amend its RIO to include such New ServicesIRS. If this RIO Agreement is amended to include a New ServiceIRS which the Requesting Licensee wishes to acquire, the Requesting Licensee may ~~accept~~request such New ServiceIRS from SingTel. The ~~acceptance request~~ must be in the form of ~~the application form~~ provided as Attachment ~~D-C~~ – Acceptance of Request for New ServiceIRS to this RIO Agreement.

7.25.2 On receipt of an Acceptance of Request for New ServiceIRS:

- (a) the procedures in clauses 1, ~~2~~, ~~1~~ and ~~23~~ and the warranties in clause ~~35~~ will be deemed to apply in relation to an Acceptance of Request for New ServiceIRS;

SingTel must delete the reference to Clauses 2 and 3.

SingTel comments: Only delete reference to (old) clause 2. Clause 3 (now clause 2) reference still required. There will still be an assessment of the Requesting Licensee's acceptance under clause 2.

- (b) the Parties will negotiate in good faith to ensure that the confidentiality provisions of the RIO Agreement ~~that any confidentiality agreement then in force between the two Parties~~ adequately covers any further Confidential Information that is reasonably anticipated to be disclosed with regard to the New ServiceIRS. The Parties will amend such existing confidentiality provisions if necessary to ensure the adequate protection of the new Confidential Information to be disclosed. ~~The Parties will amend such existing Confidentiality Agreements or execute a new confidentiality agreement if necessary. If the Parties are unable to agree to such amendments or new confidentiality agreements within fifteen (15) Calendar Days of the receipt of the Request for New IRS, the terms of the Model Confidentiality Agreement in the form of Attachment A in relation to the negotiation of the terms and conditions of the New IRS.~~

Please refer to IDA's comments to Clause 2. IDA requires Clause 7.2(b) to be deleted. Any additional IRS requested will be provided pursuant to the existing RIO Agreement entered into. Accordingly, the confidentiality provisions of the RIO Agreement will already apply.

SingTel comments: **As above. See redraft for clarification.**

~~7.35.3~~ Upon acceptance of an Acceptance of Request for New Service~~IRS~~, this RIO Agreement between the Parties shall be amended by the addition of a Schedule containing the terms applicable to such Service~~IRS~~ or, if appropriate, the Parties shall agree and enter into an Individualised new interconnection~~Agreement~~.

CLAUSE 7 – CONDITIONAL APPROVAL

8.6. EFFECT OF VARIATION OF SINGTEL'S RIO

~~8.16.1~~ SingTel may amend or withdraw its RIO from time to time with the consent of the Authority.

~~8.26.2~~ Any amendments made to this RIO ~~Agreement~~ will automatically form part of this RIO ~~Agreement~~.

SINGAPORE TELECOMMUNICATIONS LIMITED

PART 2 – REFERENCE INTERCONNECTION OFFER AGREEMENT

THIS SINGTEL REFERENCE INTERCONNECTION OFFER AGREEMENT (RIO AGREEMENT)

MADE ON: []

BETWEEN: Singapore Telecommunications Limited (**SingTel**), company registration number 199201624D, a company incorporated in Singapore and having its registered office at 31, Exeter Rd, Comcentre, Singapore, 239732.

AND: (**Requesting Licensee's details**)

(**the Parties**).

RECITALS:

RECITAL A – CONDITIONAL APPROVAL

A. The Authority granted to SingTel the SingTel Licence on the 1st day of April 1992 to establish, install and maintain a telecommunication system upon the terms and subject to the conditions of the SingTel Licence.

RECITAL B – CONDITIONAL APPROVAL

B. The Requesting Licensee has been granted a licence as a Facilities Based Operator (**FBO**) or Services Based Operator (**SBO**) that uses switching or routing equipment to provide telecommunications services to the public.

RECITAL C – CONDITIONAL APPROVAL

C. SingTel is under obligations pursuant to the Code of Practice (**CodeOP**) published by the Info-communications Development Authority of Singapore (**the Authority**) to permit, amongst other things, the interconnection of, and access to, its telecommunication system.

RECITAL D and E – MODIFICATION REQUIRED

D. Pursuant to the ~~CodeOP~~, this RIO Agreement sets out the terms and conditions upon which SingTel will supply IRS and/or Wholesale Services to the

Requesting Licensee and the Requesting Licensee will supply, amongst other things, OT&T and Number Portability to SingTel.

- E. The Parties agree to interconnect the SingTel Network to the Requesting Licensee's Network in accordance with this RIO Agreement. SingTel agrees to supply and the Requesting Licensee agrees to acquire the IRS and/or Wholesale Services in respect of which a Request for IRS Notification of Acceptance of RIO has been accepted by SingTel, and on the terms and conditions set out in this RIO Agreement. The Requesting Licensee agrees to supply and SingTel agrees to acquire OT&T and Number Portability and such other services requested under clause 19 on the terms and conditions set out in this RIO Agreement.

SingTel must modify Recital D & E to reflect the fact that the Requesting Licensee will not only be purchasing IRS from SingTel, but will also be providing origination, transit and termination services to SingTel.

SingTel comments: Amendment to recitals D and E is agreed. See also reference to other IRS to be purchased by SingTel under clause 19. The Requesting Licensee will be providing Number Portability to SingTel under this RIO Agreement as well.

RECITAL F - MODIFICATION REQUIRED

- F. The Parties acknowledge that a Third Party may not rely on this RIO Agreement to obtain similar benefits from either Party. Third Parties may, however, enter into a separate agreement on the terms and conditions of an existing interconnection agreement in accordance with clause 5.4 of the Code.

This provision is inconsistent with sub-section 5.4 of the Code, which provides that a similarly situated Licensee may "opt-in" to any existing interconnection agreement entered into with the Dominant Licensee. SingTel must modify or delete this provision.

SingTel comments: This recital has been redrafted to reflect option 2 under the Code

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS, INTERPRETATION AND STRUCTURE

CLAUSE 1.1 – CONDITIONAL APPROVAL

- 1.1 In this RIO Agreement, except where otherwise specified, words and expressions have the meanings set out in Schedule 12 – Dictionary, and this RIO Agreement is to be construed in accordance with that Schedule.

CLAUSE 1.2 – CONDITIONAL APPROVAL

- 1.2 The following documents shall be deemed to be read and construed as part of this RIO Agreement:

The main body of this RIO Agreement;
Schedule 1 Physical and Virtual Interconnection;
Schedule 2 Origination, Termination & Transit;
Schedule 3 Unbundled Network Elements;
Schedule 4 Unbundled Network Services;
Schedule 5 Essential Support Facilities;
Schedule 6 Number Portability;
Schedule 7 Wholesale Services;
Schedule 8 Co-Location;
Schedule 9 Charges;
Schedule 10 Billing;
Schedule 11 Dispute Resolution;
Schedule 12 Dictionary.

CLAUSE 1.3 – CONDITIONAL APPROVAL

- 1.3 In the event of an inconsistency between the main body of this RIO Agreement, the Schedules, Annexes and Attachments, the order of precedence (unless expressly stated to the contrary) shall be as follows:

- (a) the main body of this RIO Agreement;
- (b) Schedule 9 (**Charges**);
- (c) the other Schedules;
- (d) the Annexes;
- (e) the Attachments.

SingTel must include a provision that expressly embodies the obligation of both Licensees, pursuant to sub-section 4.3.1 of the Code, “to co-operate, in good faith and in a commercially reasonable manner, in implementing the terms of their Interconnection Agreements, avoiding unnecessary disputes and resolving disputes promptly and fairly”. Consistent with this obligation, the RIO Agreement must be interpreted in a reasonable manner, giving due consideration to the pro-competitive goals of the Code. Neither party may resort to hyper-technical or convoluted interpretations.

SingTel comments: SingTel confirms that it has no intention of resorting to a hyper-technical or convoluted interpretation, although it is unnecessary to include such a provision in this agreement. Such interpretation clauses are not found in contracts but may be part of the method of ensuring reasonable enforcement by each party and the monitoring performed by the IDA.

CLAUSE 1.4 – MODIFICATION REQUIRED

1.4 Subject to clause 36.1, SingTel may from time to time amend this RIO Agreement and its Schedules if approved by the Authority. ~~No other amendments are possible except where it is expressly provided in a Schedule that a specified provision can be amended by SingTel upon the giving of notice to the Requesting Licensee, in which case the agreement of the Requesting Licensee will not be required for SingTel to make the amendment.~~ If the Parties otherwise wish to vary this RIO Agreement then, subject to the approval of the Authority, it is no longer a RIO Agreement, but an Individualised Agreement under the Code~~OP~~.

SingTel must revise this clause to conform to the Code. After execution, the RIO Agreement between the Licensees may be amended by mutual agreement, subject to IDA’s approval. See Code §§ 4.4-4.4.2. In addition, the Dominant Licensee may request IDA’s approval to make changes to the RIO. See Code § 5.3.4. If granted, such changes will alter the terms of all effective RIO Agreements.

SingTel comments: Not agreed. The RIO Agreement refers to the RIO, and should only be changed by the iDA. The middle sentence has been deleted however and a clarifying reference to the Authority has been inserted in the last sentence.

CLAUSE 1.5 – MODIFICATION REQUIRED

1.5 Part 1 (~~Acceptance~~~~Pre-Supply~~ Procedures) forms part of this RIO Agreement.

As noted above, SingTel must revise the Pre-supply Procedures to create a procedure for acceptance of the offer.

SingTel comments: **Agreed.**

2. SCOPE OF AGREEMENT

CLAUSE 2.1 – CONDITIONAL APPROVAL

~~1.12.1~~ Subject to clause ~~2.11.1~~, the following Interconnection Related Services (**IRS**) and Wholesale Services are covered by this RIO Agreement and terms and conditions of supply ~~by SingTel to the Requesting Licensee~~ as set out in the relevant Schedules:

- (a) Physical Interconnection and Virtual Interconnection between the SingTel Network and the Requesting Licensee's Network, in accordance with Schedule 1;
- (b) Origination, Termination and Transit (**OT&T**) of network traffic between SingTel's Network and the Requesting Licensee's Network, in accordance with Schedule 2;
- (c) Unbundled Network Elements (**UNEs**), in accordance with Schedule 3;
- (d) Unbundled Network Services (**UNSSs**), in accordance with Schedule 4;
- (e) Essential Support Facilities (**ESFs**), in accordance with Schedule 5;
- (f) Number Portability between SingTel's Network and the Requesting Licensee's Network, in accordance with Schedule 6;
- (g) Wholesale Services, being International Private Leased Circuits (**IPLC**) and Wholesale Dark Fibre Service, in accordance with Schedule 7; and
- (h) Co-Location, in accordance with Schedule 8.

CLAUSE 2.2 – CONDITIONAL APPROVAL

~~1.22.2~~ This RIO Agreement does not apply to the supply of IRS or Wholesale Services where the Requesting Licensee is not of a class of operator to which that IRS or Wholesale Service is expressed to apply under this RIO Agreement.

3. **SUPPLY OF SERVICE~~IRS~~**

CLAUSE 3.1 – MODIFICATION REQUIRED

~~1.43.1~~ SingTel agrees to supply to the Requesting Licensee on the prices, terms and conditions set out in this RIO Agreement those Services~~IRS~~ listed in clause 2.1 to the extent:

- (a) requested by the Requesting Licensee in a ~~Request for IRS~~Notification of Acceptance of RIO under Part 1 of this RIO;
- (b) accepted by SingTel under Part 1 of this RIO; ~~and~~
- (c) ~~that the Parties have agreed (or deemed to have agreed) that the prices, terms and condition of this RIO Agreement apply.~~

SingTel must modify Clause 3.1 to reflect the fact that the Requesting Licensee will not only be purchasing IRS from SingTel, but will also be providing origination, transit and termination services to SingTel.

SingTel comments: Agreed that the acceptance by SingTel of the Requesting Licensee's acceptance will result in the RIO Agreement being entered into. Therefore paragraph (c) is unnecessary.

~~3.2~~ The Requesting Licensee agrees to supply OT&T and Number Portability to SingTel on the prices, terms and conditions set out in this RIO Agreement.

4. **COMMENCEMENT, ~~AND~~ DURATION AND REVIEW**

CLAUSE 4.1- MODIFICATION REQUIRED

~~1.44.1~~ This RIO Agreement shall be submitted to the Authority as soon as practicable after ~~the Effective Date~~both parties have executed it.

SingTel must revise this Clause to provide that the RIO Agreement will be submitted to IDA for approval as soon as practicable after both parties execute the RIO Agreement. The RIO Agreement will become effective upon submission to IDA.

SingTel comments: Agreed.

CLAUSE 4.2 - MODIFICATION REQUIRED

1.24.2 This RIO Agreement shall commence on the Effective Date and, without prejudice to clause 14, shall continue in force for 3 years from the Effective COP Date, or until the earlier of:

- (a) the expiry or termination of the SingTel Licence where SingTel is not simultaneously granted another licence of that type;
- (b) the expiry or termination of the Requesting Licensee's Licence where the Requesting Licensee is not simultaneously granted another licence of that type;
- (c) the termination of this RIO Agreement by a Party in accordance with clause 13 hereof or other right at law; ~~or~~

~~(d) if, within fifteen (15) Calendar Days of submission of this RIO Agreement to the Authority, the Authority informs the Parties that it rejects this RIO Agreement.~~

SingTel must modify Clause 4.2 to make clear that the RIO Agreement becomes effective upon submission to IDA. IDA notes that, by approving the RIO, it automatically approves any Interconnection Agreement that embodies the terms of the RIO.

SingTel comments: **Agreed.**

4.3 If the Authority reviews and amends the Code at any time (including on or around 29 September 2003), SingTel may review this RIO Agreement and seek the Authority's approval to such amendments to the RIO and this RIO Agreement as it considers necessary or desirable in accordance with clause 36.

CLAUSE 5 - MODIFICATION REQUIRED

The RIO must reflect the fact that the Requesting Licensee will not only be purchasing IRS from SingTel, but will also be providing origination, transit and termination services to SingTel. Consistent with this principle, the RIO must include the prices that SingTel will pay to the Requesting Licensee for the provision of O/T/T services.

SingTel comments: **Agreed (subject to SingTel being able to acquire a broader range of IRS and Wholesale Services from the Requesting Licensee under clause 19). The Requesting Licensee will also be providing Number Portability under this Agreement.**

5. CHARGES

- 5.1 The Requesting Licensee shall pay to SingTel the Charges for Services supplied by SingTel to the Requesting Licensee, as specified from time to time in Schedule 9. SingTel shall pay to the Requesting Licensee the Charges for OT&T and Number Portability supplied by the Requesting Licensee to SingTel, as specified from time to time in Schedule 9.
- 5.2 If SingTel incurs additional costs outside those envisaged by the Charges Schedule in the provision of IRS or Wholesale Services to the Requesting Licensee, or wishes to amend existing Charges or impose new charges, SingTel may at any time seek the Authority's approval to recover these costs from the Requesting Licensee.

The RIO must set forth a “comprehensive and complete written statement of the prices, terms and conditions on which the Dominant Licensee is prepared to provide Interconnection Related Services to any Requesting Licensee”. Code § 5.3.2. Therefore, the Charges Schedule must set out comprehensively and exhaustively all the charges that SingTel may levy. The RIO may provide, however, that SingTel reserves the right to seek IDA’s approval to amend the RIO to impose additional or different charges from those currently stated.

SingTel comments: Agreed. SingTel reserves the right to seek IDA’s approval to amend Charges at any time under this clause.

~~4.35.3~~ For Charges which are determined by the Authority (except Charges for Wholesale Services), the Charges contained in Schedule 9 shall apply for three (3) years from the COP Code Date, subject to review and adjustment by the Authority, except where otherwise specified in this RIO Agreement. The Charges for Wholesale Services shall apply for a period of eighteen (18) months from the COP Code Date.

The three-year commitment period does not apply to IDA-determined wholesale services, where the commitment period is only eighteen (18) months. IDA requires Clause 5.3 to be modified accordingly. IDA notes that SingTel must obtain IDA approval before altering any price specified in the RIO.

SingTel comments: Agreed.

CLAUSE 5.4 – CONDITIONAL APPROVAL

1.45.4 If there is a difference between a Charge for an IRS or Wholesale Service specified in Schedule 9 and a Charge determined by the Authority, the Ceharge determined by the Authority shall prevail.

CLAUSE 5.5 – CONDITIONAL APPROVAL

1.55.5 The Charges for an IRS or Wholesale Service will vary as a result of an approval, order, direction, determination or requirement of the Authority.

CLAUSE 5.6 – CONDITIONAL APPROVAL

1.65.6 As soon as reasonably practicable following an order, direction, determination or consent by the Authority of a Charge (or the means of calculating that Charge or a variation of that Charge) for an IRS or Wholesale Service, SingTel shall make any necessary alterations to Schedule 9 so that it accords with such determination.

CLAUSE 6 – MODIFICATION REQUIRED

6. PAYMENT

CLAUSE 6.1 – CONDITIONAL APPROVAL

1.46.1 All Charges in this RIO Agreement are exclusive of GST unless the contrary is expressly stated. GST shall be added, where applicable, to all or any part of the Charges under this RIO Agreement.

CLAUSE 6.2 - MODIFICATION REQUIRED

1.26.2 ~~The Requesting Licensee~~The Parties shall bear and pay all Taxes as required by Law that result from the implementation of this RIO Agreement or the acquisition of Wholesale Services or IRS under this RIO Agreement. If the Requesting Licensee is required under Law or the law of any jurisdiction outside Singapore to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to SingTel, the Requesting Licensee shall make such deduction or withholding as required and the amount payable to SingTel shall be increased by any such amount necessary to ensure that SingTel receives a net amount equal to the amount which SingTel would have received in the absence of any such deduction or withholding.

SingTel must modify Clause 6.2 to make clear that each party shall only be liable for the taxes incurred as a result of the implementation of a RIO Agreement for which that party is required by law to pay.

SingTel comments: Agreed.

CLAUSE 6.3 – CONDITIONAL APPROVAL

~~1-36.3~~ Invoices are due and payable in Singapore Dollars.

CLAUSE 6.4 - MODIFICATION REQUIRED

~~1-46.4~~ All payments must be:

- (a) paid by cheque, banker's draft or cashier's order or electronic transfer directly to the nominated account(s) as specified in Schedule 9;
- (b) subject to Schedule 10, paid without counterclaim and free and clear of any withholding or deduction; and
- (c) accompanied by such information as is reasonably required by ~~the SingTel~~ Party receiving the payment to properly allocate payments received.

SingTel must modify Clause 6.4 to reflect the fact that the Requesting Licensee will not only be purchasing IRS from SingTel, but will also be providing origination, transit and termination services to SingTel.

SingTel comments: Agreed. SingTel will also be purchasing Number Portability under this Agreement.

CLAUSE 6.5 – CONDITIONAL APPROVAL

~~1-56.5~~ The Parties shall comply with Schedule 10 in relation to all aspects of the billing, settlement and dispute of payments under this RIO Agreement.

CLAUSES 6.6 TO 6.8 - MODIFICATION REQUIRED

As noted above, SingTel may adopt objective, reasonable and non-discriminatory standards governing situations in which a Requesting Licensee will be required to provide a deposit. These clauses must be revised to provide such standards.

SingTel comments: **Agreed. See below for proposed objective measure, being 2.5 times anticipated monthly charges. The rationale for this measure is discussed in relation to clause 1.3 of the Acceptance Procedures.**

~~1.66.6~~ The Requesting Licensee shall, whenever requested by SingTel, deposit with SingTel such sums or such further or additional sums calculated in accordance with this clause as may be requested by SingTel from time to time in respect of any ~~Services~~IRS. As a general principle, SingTel will require a security deposit to be lodged or a Security Requirement under clause 22 with a value of 2.5 times the existing or prospective level of monthly Charges incurred or likely to be incurred by the Requesting Licensee under this RIO Agreement. The Requesting Licensee shall not require SingTel to apply any sum deposited with SingTel in payment of its Charges. A deposit does not relieve the Requesting Licensee from its obligations to pay amounts to SingTel as they become due and payable, nor does it constitute a waiver of SingTel's right to suspend, disconnect, or terminate the ~~Services~~IRS due to non-payment of any sums due or payable to SingTel.

6.7 SingTel shall be entitled to retain all sums deposited by the Requesting Licensee with SingTel for so long as any ~~Service~~IRS (notwithstanding that it has been suspended) continues to be provided or made available to the Requesting Licensee.

6.8 SingTel may, at any time, utilise any or all the sums deposited with SingTel to settle any amount due, payable or owed to SingTel by the Requesting Licensee.

CLAUSE 7 - MODIFICATION REQUIRED

7. ONGOING INFORMATION REQUIREMENTS

CLAUSE 7.1 – CONDITIONAL APPROVAL

~~1.47.1~~ The obligations of each Party to provide information to the other Party are as set out in this clause ~~7~~6, or as otherwise agreed in writing between the Parties, and are subject to the requirements of confidentiality imposed by clause 23 of this RIO Agreement.

CLAUSE 7.2 – CONDITIONAL APPROVAL

~~4.27.2~~ Each Party shall provide the other Party on a timely basis with all agreed information reasonably required to determine Charges to be billed by one Party SingTel to the other Party Requesting Licensee.

CLAUSE 7.3 – CONDITIONAL APPROVAL

~~4.37.3~~ Each Party shall also provide to the other Party the information expressly required by this RIO Agreement and such other information which is relevant to IRS or Wholesale Services provided under this RIO Agreement as the other Party may from time to time reasonably require.

CLAUSE 7.4 – MODIFICATION REQUIRED

~~4.47.4~~ For the avoidance of doubt, nothing in this RIO Agreement requires either Party to provide any information that is proprietary, confidential or commercially sensitive. If information of a confidential nature is disclosed, such information and its use and disclosure will be subject to the terms and conditions of clause 23 of this RIO Agreement. ~~if its disclosure will result in the Disclosing Party being significantly and competitively disadvantaged.~~

In general, neither Licensee should be required to provide any information that is proprietary, confidential or commercially sensitive. However, if a situation occurs in which a Licensee requires such information in order to provide IRS, the receiving Licensee must protect that information. The RIO should contain a provision addressing this issue. See Code §§ 4.2.6 & 5.3.2(f).

SingTel comments: Agreed to delete words at the end of this clause. Clarified clause so that any confidential information disclosed is covered by the confidentiality clause.

CLAUSE 7.5 – CONDITIONAL APPROVAL

~~4.57.5~~ A Party shall, subject to clause 15, indemnify the other Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure that Party to comply with any reasonable condition relating to the use of any information notified to that Party by the other Party at the time of disclosure.

CLAUSE 7.6 – CONDITIONAL APPROVAL

~~1.67.6~~ Nothing in this RIO Agreement shall oblige either Party to do anything which would cause it to be in breach of any statutory, regulatory or contractual obligation of confidentiality or any code of practice on the confidentiality of information issued by the Authority or pursuant to their respective Licences.

CLAUSE 8 - MODIFICATION REQUIRED

8. NETWORK PROTECTION AND SAFETY

CLAUSE 8.1 - MODIFICATION REQUIRED

~~1.48.1~~ Each Party is responsible for the safe operation of its side of the Network, and shall, so far as is reasonably practicable, take all necessary steps to ensure that its side of the Network, its Network operations and implementation of this RIO Agreement:

- (a) do not endanger the safety or health of any person, including the employees and contractors of the other Party; and
- (b) do not ~~damage, interfere with or cause any deterioration in~~ cause physical or technical harm to the operation of the other Party's Network, including but not limited to causing damage, interfering with or causing deterioration in the operation of the first mentioned Party's Network.

SingTel must modify Clause 8.1 to refer to "physical or technical harm".

SingTel comments: **Agreed to change wording but by having an inclusive reference to SingTel's previous drafting. The scope of physical or technical harm is uncertain and the inclusive words assist to clarify the scope for the purposes of contractual interpretation and enforcement.**

CLAUSE 8.2 – MODIFICATION REQUIRED

~~1.28.2~~ The Parties will manage their Networks to minimise disruption to Services~~IRS~~ and, in the event of interruption or failure of any Services~~IRS~~, will restore those Services~~IRS~~ as soon as is reasonably practicable. Each Party shall manage, notify and correct faults arising in its Network which affect the provision of any Services~~IRS~~ by the other Party:

- (a) as it would in the ordinary course for similar faults affecting the provision of Services~~IRS~~ by it; and

- (b) in accordance with the fault notification procedures specified in this RIO Agreement.

The RIO should contain measurable performance standards governing fault repair.

SingTel comments: Fault management procedures should focus on rectification and escalation if timeframes are not addressed. This issue has been addressed in the relevant O&M procedures. In particular, the O&M procedures in Schedule 1 have been substantially upgraded to provide for additional comfort that faults will be addressed appropriately within certain timeframes and according to their seriousness.

CLAUSE 8.3 - MODIFICATION REQUIRED

~~1.38.3 Neither Party The Requesting Licensee shall not use or permit the use of any Service IRS, or install, connect, link or use (or permit the installation, connection, linking or use) any telecommunications equipment in contravention of any Law. If either Party considers that the other Party is, or is likely to, act in contravention of this clause, then the first-mentioned Party may seek the Authority's approval (or the approval of such other Governmental Agency responsible for the enforcement or administration of the relevant Law) or in any manner which would or is likely to cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to any person or which would disrupt the provision or operation of any telecommunications service by SingTel or other Licensees or use or permit any IRS to be used in any manner or for any activity whatsoever which generates or is likely to generate telecommunications traffic or usage which causes or is likely to cause congestion in or disruption to the provision or operation of any telecommunications service by SingTel or other Licensees to take necessary corrective action, unless an imminent threat to life or property arises (or is likely to arise) in which case the first-mentioned Party may take immediate necessary corrective action. On receipt of confirmation that the other Party is in contravention of the Law, the first-mentioned Party may take the necessary corrective action. -~~

SingTel must modify Clause 8.3 to: (1) impose a mutual obligation on SingTel when it purchases O/T/T service from the Requesting Licensee

SingTel comments: Agreed.

and (2) limit this provision to a mutual obligation not to use any equipment in a manner that is inconsistent with law, including any Regulation, Code or Direction

issued by IDA. IDA notes that Licensees do not have the authority to enforce the law. Cf. Code § 3.2.4.

SingTel comments: Agreed to refer to relevant authority.

Therefore, this provision should further provide that, in the event either Licensee believes the other Licensee is (or is likely to) act in an unlawful manner, the Licensee will inform IDA (and any other relevant Authority) of its belief, rather than seek to take enforcement action. The RIO may specify that either Licensee may take immediate action, pending IDA's approval, if the other Licensee's action poses an imminent threat to life or property.

SingTel comments: Agreed. See drafting above.

CLAUSE 8.4 – CONDITIONAL APPROVAL

~~1.48.4~~ Each Party shall ensure that its Network and operating procedures comply in all respects with this RIO Agreement.

CLAUSE 9 – CONDITIONAL APPROVAL

9. APPROVED ATTACHMENTS AND CUSTOMER EQUIPMENT

9.1 Neither Party shall connect or knowingly permit the connection to its Network of anything that is not approved by the Authority for attachment to its Network.

CLAUSE 10 - MODIFICATION REQUIRED

10. NETWORK ALTERATIONS AND CHANGES

CLAUSE 10.1 – CONDITIONAL APPROVAL

~~1.410.1~~ A Party may make Network Changes (other than a change explicitly permitted by this RIO Agreement) at any time provided that it complies with this clause 10.

CLAUSE 10.2 – CONDITIONAL APPROVAL

~~1.210.2~~ This clause 10 only applies where a Party proposes to undertake a Network Change (**the Altering Party**), which makes it necessary to change the hardware or software, including interface software, of the other Party's Network in order to maintain the satisfactory interworking of the Altering Party's Network with the Network of the other Party.

CLAUSE 10.3 – MODIFICATION REQUIRED

1-310.3 The Altering Party shall notify the other Party as soon as is reasonably practicable of a proposed Network Change. The period of notice must be at least six (6) months ~~unless a shorter notice period is agreed between the Parties in writing~~ in accordance with clause 4.6.1 of the Code. Such notice shall, as far as possible, set out details of the nature, effect, technical details and potential impact on the other Party’s Network of the proposed Network Change, as well as such other information as the other Party shall reasonably require. This notice period does not apply to such Network Changes required to be implemented by the Authority within a shorter time frame.

Sub-section 4.6.1 of the Code requires Licensees to “make publicly available, not less than six months prior to deployment, any changes in the logical or physical interfaces that could materially affect existing interconnection arrangements”. Licensees may not shorten this period by mutual agreement. Rather, they must obtain an exemption from IDA. SingTel, therefore, must delete the phrase “unless a shorter notice period is agreed between the Parties in writing”.

SingTel comments: **Agreed.**

CLAUSE 10.4 - MODIFICATION REQUIRED

1-410.4 The Altering Party shall be solely responsible for the reasonable and direct cost of such changes in the other Party’s Network, and shall pay to the other Party such costs ~~in accordance with Schedule 10~~.

Please confirm that the reference to Schedule 10 is correct.

SingTel comments: **Deleted words after “costs”.**

CLAUSE 10.5 - MODIFICATION REQUIRED

1-510.5 The Parties agree to fully cooperate and consult with each other on the implementation of Network ~~Changes~~ Changes and to keep each other informed of the steps involved, with a view to minimising, and if possible, eliminating any disruption to the Services supplied under this RIO Agreement ~~IRS~~. The Parties agree to fully cooperate and consult with each other with a view to accommodating both Parties reasonable expectations regarding the time commitments and implications of the proposed Network Change.

In line two, the term “Network Charges” should be changed to “Network Changes”.

SingTel comments: **Agreed.**

CLAUSE 10.6 - MODIFICATION REQUIRED

~~1.6~~**10.6** Each Party ~~SingTel~~ has the right to modify, change or substitute underlying technology or the specifications of the ~~Services~~~~IRS~~ to improve the functioning or performance of the ~~Services~~~~IRS~~ or their respective ~~SingTel~~ Networks provided that such modifications do not materially adversely alter the functioning or performance of the ~~Services~~ ~~IRS~~ supplied to the ~~other Party~~ Requesting Licensee. For the avoidance of doubt, such modifications may include replacement of elements of the existing ~~SingTel~~ Network infrastructure or systems with alternate technology.

SingTel must modify Clause 10.6 to reflect the fact that the Requesting Licensee will be providing O/T/T services to SingTel.

SingTel comments: **Clause made reciprocal.**

CLAUSE 10.7 - MODIFICATION REQUIRED

~~1.7~~**10.7** Nothing in this RIO Agreement may be construed to preclude a Party ~~SingTel~~ from using, modifying or substituting such of its equipment for other of its equipment as reasonably required to provide any of the ~~Services~~~~IRS~~ within the scope of this RIO Agreement.

SingTel must modify Clause 10.7 to reflect the fact that the Requesting Licensee will be providing O/T/T services to SingTel.

SingTel comments: **Clause made reciprocal.**

CLAUSE 11 - MODIFICATION REQUIRED

As required by sub-section 5.3.2(c) of the Code, and noted in Schedule B, SingTel must provide a description of the quality of service that it will provide. This must include the means by which quality of service will be measured, the means by which any short-comings will be corrected, and the manner in which SingTel will provide a remedy to the Requesting Licensee if SingTel materially fails to meet the quality of service standards.

SingTel comments: **See our comments in response to IDA’s comments in Schedule A and B. Extensive comments are made there about the QOS. In summary, SingTel believes that the QOS it owes to the Authority cover**

interconnection and that regulatory obligations should not be duplicated in contracts. Otherwise, there may be different enforcement agencies (one the Authority and the other, the Licensees themselves) of regulatory obligations. The non-discrimination standards have been inserted as a means of providing additional comfort.

SingTel comments: furthermore, remedies for late delivery of IRS will be provided in the schedule where specified and where delivery is solely within SingTel's control.

11. QUALITY OF SERVICE

11.1 ~~Each Party~~ SingTel shall:

- (a) ~~treat the Interconnected Calls and, in the case of SingTel, Emergency Calls of the other Party Requesting Licensee when providing the Call Origination Service, Call Termination Service or the Call Transit Service in the same manner as it treats similar types of eCalls within its own Network; and~~
- (b) maintain and repair faults on Interconnection Links in the same manner as it maintains similar ~~p~~Plant and repairs similar faults within its Network.

11.2 ~~SingTel shall provide to the Requesting Licensee such remedies for late delivery of Services on the terms and conditions, but only to the extent specified in, the relevant Schedule.~~

CLAUSE 12 - MODIFICATION REQUIRED

As noted above, the RIO generally must impose mutual rights and obligations on the two Licensees. Therefore, SingTel must modify Clause 12 to give the same rights to SingTel and the Requesting Licensee.

SingTel comments: Agreed.

12. SUSPENSION

12.1 Subject to clause 12.2, ~~either Party~~ SingTel (**Suspending Party**) may suspend this RIO Agreement or any Schedule of this RIO Agreement by providing notice to the ~~Requesting Licensee~~ other Party if:

CLAUSE 12.1(a) - CONDITIONAL APPROVAL

- (a) ~~the other a~~ Party's Network adversely affects the normal operation of the Suspending Party's Network, or is a threat to any person's safety; or

CLAUSE 12.1(b) - CONDITIONAL APPROVAL

- (b) ~~the other a~~ Party's Network or the supply of an Service ~~IRS~~ to the other Party Requesting Licensee under this RIO Agreement may pose an imminent threat to life or the property of the Suspending Party ~~other Party~~; or

CLAUSE 12.1(c) - MODIFICATION REQUIRED

- (c) ~~a failure, interruption, disruption or congestion occurs~~ the other Party's Network causes or is likely to cause physical or technical harm of or in to any telecommunications network, system or services (whether of the Suspending Party ~~SingTel~~ or any other person) including but not limited to a failure, interruption, disruption or congestion occurring in the Suspending Party's Network; or

As discussed in Schedule A, a Licensee may only suspend an Interconnection Agreement where the other Licensee is causing physical or technical harm to its network. See Code §§ 4.2.4 & 5.3.2(d). SingTel must modify Clause 12.1(c) accordingly.

SingTel comments: **Agreed, but have included physical or technical harm, including but not limited to a failure, interruption, etc. As discussed above, this is to clarify the scope of this term to assist contractual interpretation and enforcement.**

CLAUSE 12.1(d) - MODIFICATION REQUIRED

- (d) ~~the other Party Requesting Licensee~~ is in material breach of this RIO Agreement ~~(including any IRS provided under this RIO Agreement), (including, but not limited to failure to pay SingTel any sum, (whether in respect of any one or more Services~~ IRS), for which the other Party Requesting Licensee has been invoiced or billed or requested to make any payment in respect thereof), the Suspending Party has given seven (7) Calendar Days notice of such breach (which period may operate concurrently with the period in clause 2.6 of Schedule 10) and the other Party has failed to rectify such breach within that time; or

This provision is not commercially reasonable. SingTel must modify Clause 12.1(d) to provide that the Licensee claiming breach must give the other Licensee

notice and the ability to rectify the breach within a reasonable time period before seeking to suspend the RIO.

SingTel comments: **Agreed.**

CLAUSE 12.1(e) - MODIFICATION REQUIRED

- (e) if, in the Suspending Party's SingTel's reasonable opinion, the other Party Requesting Licensee attempted to use, is likely to use, or has used any Service~~IRS~~ supplied under this RIO Agreement (whether with or without the authorisation and/or permission of the Suspending Party SingTel) in contravention of any Law and the Suspending Party has the necessary confirmation from the relevant Governmental Agencies that the other Party is in contravention of the Law; or

Licensees do not have the authority to enforce the law. Therefore, if a Licensee believes that the other Licensee is using (or is likely to use) any IRS supplied under the RIO Agreement in contravention of any law, the Licensee should refer the matter to IDA and any other relevant Authority. The Licensee may NOT unilaterally suspend the RIO Agreement unless directed or permitted to do so by IDA. IDA requires Clause 12.1(e) to be modified to give effect to this principle.

SingTel comments: **Agreed. See procedure in redrafting about confirmation from the relevant authorities that the other Party is in breach of the law.**

CLAUSE 12.1(f) – CONDITIONAL APPROVAL

- (f) compliance with legal or regulatory obligations requires immediate action; or

CLAUSE 12.1(g) – CONDITIONAL APPROVAL

- (g) continued operation of this RIO Agreement would be unlawful or would pose an imminent threat to life or property; or

CLAUSE 12.1(h) - MODIFICATION REQUIRED

- (h) any material information provided or representation made by the Requesting Licensee to SingTel is untrue, false, misleading or inaccurate and has an adverse material impact on the other Party in relation to its provision of Services under this RIO Agreement.

This provision is not commercially reasonable. IDA will only permit any party to suspend the RIO Agreement under Clause 12.1(h) if the information provided or representation made is materially untrue, false, misleading or inaccurate and has an adverse operational or financial impact on the other party in relation to its provision of services under the RIO. IDA requires Clause 12.1(h) to be modified to give effect to this principle.

SingTel comments: Agreed but change reference to “material information”. This is the more appropriate test than material falsehood etc. The test is relevant to the type of information not to the level of the falsehood.

CLAUSE 12.2 - MODIFICATION REQUIRED

~~1-212.2~~ A Suspending Party SingTel will only suspend this RIO Agreement or any Schedule to the extent necessary to address the relevant event. Prior to suspending this RIO Agreement or any Schedule the Suspending Party SingTel will notify the Authority and request the Authority’s ~~consent~~ written approval ~~to~~ of such suspension. Suspension rights shall not be exercised without the Authority’s approval; unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Suspending Party SingTel may immediately suspend the operation of this RIO Agreement or Schedule.

SingTel must modify Clause 12.2 to be consistent with sub-section 4.4.4 of the Code. Specifically, Clause 12.2 must clearly state that the Licensee requesting suspension must obtain IDA’s written approval prior to suspending the RIO Agreement.

SingTel comments: Agreed. See amended drafting.

CLAUSE 12.3 - MODIFICATION REQUIRED

~~1-312.3~~ If the Authority issues an order granting in whole or in part the request under clause 12.2, the Suspending Party SingTel may immediately suspend (~~indefinitely or~~ for such period of time as ~~SingTel may consider appropriate~~ the Authority approves, or indefinitely if the Authority does not specify a period of time) this RIO Agreement, or Schedule, or those parts of this RIO Agreement or Schedule covered by the Authority’s order by giving written notice to the other Party ~~Requesting Licensee~~.

If it approves any suspension request, IDA will specify the duration of the suspension. Therefore, SingTel must replace the phrase “indefinitely or for such period of time as SingTel may consider appropriate” with the phrase “for such period as approved by the Authority”.

SingTel comments: Agreed but for clarity have retained indefinite period if none specified by the IDA.

CLAUSE 12.4 - MODIFICATION REQUIRED

~~1.412.4~~ Where any Service~~IRS~~ has been suspended (whether or not at the request of the Party acquiring the Service~~Requesting Licensee's~~ request), the acquiring ~~Party~~~~Requesting Licensee~~ shall continue to pay those Charges in respect of that Service~~IRS~~ for the period during which the Service~~IRS~~ has been suspended and, in the event the Service~~IRS~~ is reconnected or reinstated, ~~in respect of~~ all reconnection or reinstatement Charges.

IDA requires two changes:

(a) SingTel must modify this provision to reflect the fact that the Requesting Licensee will be providing O/T/T services to SingTel.

(b) IDA recognises that there may be a legitimate basis for the Licensee providing IRS to claim damages from the other Licensee to cover the cost it incurs in the event that the RIO Agreement has been suspended due to wrongful action by the other Licensee. However, a general requirement that the Licensee pay all charges during the suspension period is not commercially reasonable. SingTel may modify this provision to provide that the Licensee providing IRS may obtain either actual or liquidated damages. If SingTel chooses to provide for liquidated damages, the proposed damages must represent a genuine pre-estimate of that Licensee's losses owing to the default of the other party.

SingTel comments: Agreed to first change and clause made reciprocal. Not agreed to second change. Charges are levied on a cost recovery basis. LDs would effectively be the same (ie SingTel's costs incurred) because LDs are recovered on the basis of a pre-estimate of the Suspending Party's costs. The Suspending Party continues to incur costs for the period of the suspension and those costs are equivalent to the Charges that would otherwise have been payable. Given that those Charges are cost based, this is an appropriate remedy.

CLAUSE 12.5 - MODIFICATION REQUIRED

~~1.512.5~~ If this RIO Agreement or a Schedule~~supplied under this RIO Agreement~~, is suspended under clause 12 for more than sixty (60) Calendar Days, the ~~Suspending Party~~~~SingTel~~ may, subject to clause 13.2, terminate this RIO Agreement or Schedule (as the case may be) with immediate effect by giving the other Party~~Requesting Licensee~~ written notice.

IDA requires Clause 12.5 to be modified to reflect the ability of either Licensee to suspend the RIO Agreement in appropriate circumstances. Consistent with subsection 4.4.3 of the Code, Clause 12.5 must also provide that the Licensee will obtain IDA's approval before unilaterally terminating the RIO Agreement.

SingTel comments: Agreed. Clause 13.2 already provides for the Authority's approval.

CLAUSE 13 - MODIFICATION REQUIRED

SingTel must modify Clause 13 to reflect the right of either Licensee, in appropriate circumstances, to terminate the RIO Agreement.

SingTel comments: Agreed.

13. TERMINATION

CLAUSE 13.1 – MODIFICATION REQUIRED

~~4.413.1~~ Subject to clause 13.2, either PartySingTel (**Terminating Party**) may terminate the entire RIO Agreement, or any Schedule of this RIO Agreement by providing notice to the other PartyRequesting Licensee if:

- (a) the Requesting Licensee ceases to be an FBO or SBO that uses switching or routing equipment to supply telecommunication services to the public;
- (b) the Requesting Licensee changes from being an FBO to an SBO and is no longer entitled to a particular ServiceIRS under a Schedule, in which case termination shall be limited to those parts of the RIO Agreement that relate to the Service to which the FBO or SBO is no longer entitled; or

For the avoidance of doubt, SingTel should revise this Clause 13.1(b) to make clear that, if the Requesting Licensee changes from being a Facilities-based Licensee to a Services-based Licensee, SingTel will only terminate that part of the RIO relating to the particular IRS to which the Requesting Licensee is no longer entitled.

SingTel comments: Agreed.

CLAUSE 13.1 (c) – MODIFICATION REQUIRED

- (c) a licenceease in respect of Co-location Space under Schedule 8A terminates such that the minimum Interconnection requirements under Schedule 1 are no longer met (unless the Requesting Licensee has put in place alternative arrangements for

Interconnection to occur prior to the termination of the licence of Co-location Space, such as Virtual Interconnection under Schedule 1B); or

SingTel must revise this provision to make clear that termination will not occur if the Requesting Licensee has put in place an alternative arrangement, such as virtual interconnection.

SingTel comments: **Agreed.**

CLAUSE 13.1(d) - MODIFICATION REQUIRED

(d) the other PartyRequesting Licensee is in material breach of this RIO Agreement ~~(including any IRS provided under this RIO Agreement,~~ (including, but not limited to failure to pay SingTel any sum, (whether in respect of any one or more Service,IRS) for which the other PartyRequesting Licensee has been invoiced or billed or requested to make payment in respect thereof), the Terminating Party has given seven (7) Calendar Days notice of such breach (which period may operate concurrently with the period in clause 2.6 of Schedule 10) and the Requesting Licensee has failed to rectify such breach within that time; or

This provision is not commercially reasonable. SingTel must modify Clause 13.1(d) to provide for notice to be given to the defaulting party to remedy the breach within a reasonable time period, failing which the notifying party may then suspend the RIO.

SingTel comments: **Agreed.**

CLAUSE 13.1(e) – CONDITIONAL APPROVAL

(e) the other PartyRequesting Licensee is unable to pay its debts, becomes insolvent, or has ceased or threatened to cease business, or a petition for winding up or bankruptcy has been filed, a resolution for voluntary winding up has been passed, a receiver and manager or judicial manager has been appointed over the whole or substantial part of its assets or property, or the other PartyRequesting Licensee ceases to carry on business, or any action is taken by any creditor of the other PartyRequesting Licensee to recover, realise or enforce any security over any assets of the other PartyRequesting Licensee or to enforce any judgment against the other PartyRequesting Licensee; or

CLAUSE 13.1(f) – CONDITIONAL APPROVAL

- (f) continued operation of this RIO Agreement would be unlawful or would pose an imminent threat to life or property; or

CLAUSE 13.1(g) – MODIFICATION REQUIRED

- (g) if, in the Terminating Party's reasonable~~SingTel's~~ opinion, the other Party~~Requesting Licensee~~ attempted to use, is likely to use, or has used any Service~~IRS~~ (whether with or without the authorisation and/or permission of the Terminating Party~~SingTel~~) in contravention of any Law and the Terminating Party has the necessary confirmation from the relevant Governmental Agencies that the other Party is in contravention of the Law; or

CLAUSE 13.1(h) – MODIFICATION REQUIRED

- (h) any material information provided or representation made by the Requesting Licensee to SingTel is untrue, misleading or inaccurate and has an adverse material impact on the other Party in relation to its provision of Services under this RIO Agreement.

This provision is not commercially reasonable. Whilst Licensees have a duty to deal with each other in good faith, they cannot be held strictly liable for every possible misstatement. SingTel must modify Clause 13.1(h) to make clear that a Licensee may terminate a RIO Agreement if the information provided or representation made is materially untrue, false, misleading or inaccurate and has an adverse operational or financial impact on the other party in relation to its provision of services under the RIO.

SingTel comments: **Agreed, with amendments suggested above in relation to suspension.**

CLAUSE 13.2 – MODIFICATION REQUIRED

~~1.213.2~~ Prior to terminating this RIO Agreement or any Schedule, in full or to the extent necessary, the Terminating Party~~SingTel~~ will notify the Authority that it proposes to terminate this RIO Agreement or one or more Schedules, and request the Authority's written approval of consent to~~such~~ termination. Termination rights shall not be exercised without the Authority's approval, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party~~SingTel~~ may immediately terminate the operation of this RIO Agreement or one or more Schedules.

SingTel must modify Clause 13.2 to be consistent with sub-section 4.4.4 of the Code. Specifically, Clause 13.2 must clearly state that the Licensee requesting termination must obtain IDA's written approval prior to suspending the RIO Agreement.

SingTel comments: **Agreed.**

CLAUSE 13.3 – MODIFICATION REQUIRED

~~1.3~~**13.3** If the Authority issues an order granting in whole or in part the request under clause 13.2, SingTel may immediately terminate this RIO Agreement, the Schedule(s) or those parts of this RIO Agreement or Schedules covered by the Authority's order by giving written notice to the Requesting Licensee provided such notice complies with the conditions of any order of the Authority in relation to the termination of this RIO Agreement.

In approving any termination request, IDA may specify terms and conditions in connection with the termination. This may include specifying the date on which the termination may take effect. SingTel must modify Clause 13.3 to make clear that any termination will be in accordance with IDA's written authorisation.

SingTel comments: **Agreed to comply with the conditions attached to the IDA's approval.**

CLAUSE 13.4 – MODIFICATION REQUIRED

~~1.4~~**13.4** In the event that this RIO Agreement or Schedules under this RIO Agreement is terminated:

- (a) all sums due or accruing due or payable to each Party~~SingTel~~ under this RIO Agreement or with respect to that Schedule (respectively) up to the date of termination and all sums due or payable to each Party~~SingTel~~ shall upon termination become immediately due and payable to that Party~~SingTel~~ (including minimum subscription amounts if a Service~~IRS~~ is terminated prior to the end of any minimum subscription period);
- (b) each Party~~the Requesting Licensee~~ shall immediately return to the other Party~~SingTel~~ at its own expense all ~~SingTel~~ equipment, facilities, plant and other property of the other Party used under this RIO Agreement or in relation to that terminated Schedule in good working condition, fair wear and tear only excepted;

- (c) ~~each Party~~ ~~the Requesting Licensee~~ shall immediately remove all of the ~~that~~ ~~Party's~~ ~~Requesting Licensee's~~ equipment, facilities, plant and other property located on ~~the other Party's~~ ~~SingTel's~~ premises used under this RIO Agreement or in relation to that ~~terminated~~ Schedule;

SingTel must modify Clause 13.4 to reflect the fact that, because the Requesting Licensee will be providing O/T/T services to SingTel, the Licensees will have mutual obligations in the event of a termination.

SingTel comments: Agreed.

CLAUSES 13.5 and 13.6 – MODIFICATION REQUIRED

~~1.5~~**13.5** A Party ~~SingTel~~ shall be entitled to charge the ~~other Party~~ ~~Requesting Licensee~~ the cost incurred by ~~SingTel~~ in repossessing or acquiring a replacement of any ~~SingTel~~ equipment, facilities, plant and other property which the ~~other~~ ~~Party~~ ~~Requesting Licensee~~ has failed to return under clause 13.4 within ~~30~~14 days of the date of termination ~~to SingTel~~ and/or of acquiring a replacement of any ~~SingTel~~ equipment which is returned ~~to SingTel~~ in a damaged or defective condition.

13.6 A Party ~~SingTel~~ may remove the ~~other Party's~~ ~~Requesting Licensee's~~ equipment, facilities, plant and other property located on ~~its~~ ~~SingTel's~~ premises if not removed by the ~~other Party~~ ~~Requesting Licensee~~ within ~~30~~14 days after the date of termination.

SingTel must modify Clauses 13.5 and 13.6 to reflect the fact that, because the Requesting Licensee will be providing O/T/T services to SingTel, the Licensees will have mutual obligations in the event of a termination. SingTel must further modify these Clauses to provide a commercially reasonable period for the return and removal of all equipment, facilities, plant and other property. IDA would consider a minimum period of 30 days to be reasonable.

SingTel comments: Agreed.

CLAUSE 13.7 – MODIFICATION REQUIRED

~~1.7~~**13.7** If the SingTel RIO is ~~or is to be~~ revoked by the Authority, this RIO Agreement will automatically and immediately terminate ~~on and from the date of revocation~~ notified by the Authority.

If IDA were to terminate the RIO, it could require existing RIO Agreements entered into to continue to have effect. IDA requires Clause 13.7 to be modified by

inserting the words “unless otherwise provided by the Authority” after the words “immediately terminate”.

SingTel comments: Not appropriate; if RIO is revoked, then all RIO agreements should also be revoked. The IDA can set an appropriate date of revocation which would allow for the Code obligations to negotiate Individualised Agreements in the interim to operate. This clause has been redrafted to contemplate a later date of revocation accordingly. This date will be set by the Authority.

CLAUSE 13.8 – MODIFICATION REQUIRED

1.813.8 If the Authority removes a Service~~an IRS~~ supplied under this RIO Agreement from being required to be supplied under an RIO ~~an IRS~~ or exempts SingTel from supplying a Service~~an IRS~~, SingTel may immediately terminate the supply of such Service~~an IRS~~ and those aspects of this RIO Agreement which relate to such Service~~an IRS~~, by giving written notice to the Requesting Licensee with effect on or after the effective date of such removal or exemption as notified by the Authority.

If IDA were to remove an IRS supplied under the RIO or exempt SingTel from supplying an IRS, it could subject the removal or exemption to terms and conditions – including the date on which the removal or exemption is to become effective. IDA requires Clause 13.8 to be modified to reflect this possibility.

SingTel comments: Not agreed. Once a service is no longer covered under the Code or an exemption applies, then the RIO provisions of the Code no longer apply. However, amendments have been made to this clause to reflect the fact that the effective date for the exemption may be some time in the future. Again, this date will be set by the Authority. The exemption may therefore not take effect for a period of time to allow for alternative arrangements or commercial agreements to be put in place.

CLAUSE 13.9 – MODIFICATION REQUIRED

1.913.9 On termination of this RIO Agreement, all Services~~an IRS~~, leases, licences and other rights conferred on SingTel or the Requesting Licensee under this RIO Agreement shall immediately terminate

IDA requires Clause 13.9 to be modified to reflect the fact that both SingTel and the Requesting Licensees will have rights that will terminate upon termination of the RIO Agreement.

SingTel comments: Agreed.

CLAUSE 13.10 – CONDITIONAL APPROVAL

~~1.4~~**13.10** On termination of this RIO Agreement, each Party must, at its own expense deliver to the other Party, or after notices from that other Party, destroy or erase, all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.

CLAUSE 13.11 – CONDITIONAL APPROVAL

~~1.4~~**13.11** Termination or expiry of this RIO Agreement or Schedule shall not be deemed a waiver of a breach of any term or condition of this RIO Agreement or Schedule and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.

CLAUSE 13.12 – CONDITIONAL APPROVAL

~~1.4~~**13.12** Notwithstanding the termination or expiry of this RIO Agreement clauses 4, 15, 16, 21, 23 and 27 inclusive shall continue in full force and effect.

CLAUSE 13.13 – MODIFICATION REQUIRED

~~1.4~~**13.13** ~~SingTel's~~ A Party's right to terminate or suspend performance of this RIO Agreement or Schedule pursuant to ~~this~~ clauses 12 or 13 is without prejudice to any other rights or remedies available to ~~SingTel~~ that Party.

IDA requires Clause 13.13 to be modified to recognise that, in appropriate cases, either Licensee may suspend or terminate the RIO Agreement.

SingTel comments: **Agreed to make clause reciprocal.**

CLAUSE 14 – CONDITIONAL APPROVAL

14. FORCE MAJEURE

CLAUSE 14.1 – CONDITIONAL APPROVAL

~~1.4~~**14.1** Neither Party shall be liable for any breach of this RIO Agreement (other than a breach by non-payment) caused by an act of God, insurrection or civil disorder, war or military operations, national emergency, acts or omissions of government, highway authority, fire, flood, lightning, explosion, subsidence, industrial dispute of any kind (whether or not involving that Party's employees), acts or omissions

of persons or bodies for whom that Party affected thereby is not responsible or any other cause whether similar or dissimilar outside the reasonable control of that Party (**force majeure**).

CLAUSE 14.2 – CONDITIONAL APPROVAL

1.214.2 The Party affected by force majeure shall promptly notify the other Party of the estimated extent and duration of any inability to perform its obligations under this RIO Agreement (**force majeure notification**).

CLAUSE 14.3 – CONDITIONAL APPROVAL

1.314.3 Upon the cessation of the delay or failure resulting from force majeure, the Party affected by force majeure shall promptly notify the other Party of such cessation.

CLAUSE 14.4 – CONDITIONAL APPROVAL

1.414.4 If, as a result of force majeure the performance by either Party of its obligations under this RIO Agreement is only partially affected, such Party shall, subject to the provisions of clause 14.6, nevertheless remain liable for the performance of those obligations not affected by force majeure.

CLAUSE 14.5 – CONDITIONAL APPROVAL

1.514.5 To the extent that the Party affected by force majeure shall not provide all or part of the ~~Services~~^{IRS} to be provided by it under this RIO Agreement, the other Party shall be released to such extent from its obligations to make payment therefor.

CLAUSE 14.6 – CONDITIONAL APPROVAL

1.614.6 In the case of either Party making a force majeure notification then:

- (a) if the force majeure lasts for a continuous period of sixty (60) Calendar Days or less from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to sub-clause 14.3 of this RIO Agreement), any obligation outstanding shall be fulfilled by the Party affected by the force majeure as soon as reasonably possible after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; and

- (b) if the force majeure lasts for more than a continuous period of sixty (60) days from the date of the force majeure notification, notice of cessation has not been given pursuant to clause 14.3 hereof and such force majeure continues to prevent the affected Party from performing its obligations in whole or in material part, the other Party shall be entitled (but not be obliged) to terminate this RIO Agreement by giving not less than thirty (30) Calendar Days' written notice to the other Party after expiry of the said sixty day period. In the event that notice of cessation of the force majeure pursuant to clause 14.3 hereof is received by the other Party prior to the expiry of the thirty (30) Calendar Days' notice this RIO Agreement may not be terminated under this clause.

CLAUSE 14.7 – CONDITIONAL APPROVAL

~~1.7~~**14.7** If this RIO Agreement is not terminated in accordance with the provisions of clause 14.6 of this RIO Agreement then any obligations outstanding shall be fulfilled by the Party affected by the force majeure as soon as reasonably practicable after the force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

CLAUSE 15 – MODIFICATION REQUIRED

15. LIMITATION OF LIABILITY

CLAUSE 15.1 – CONDITIONAL APPROVAL

~~1.1~~**15.1** Unless otherwise provided under this RIO Agreement and subject to clause 15.10, this clause 15 shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this RIO Agreement and in relation to any act, omission or event relating to or arising out of this RIO Agreement.

SingTel comments: Consequential change to clause 15.1 following insertion of clause 15.10 (see below).

CLAUSE 15.2 – MODIFICATION REQUIRED

~~1.2~~**15.2** In performing its obligations under this RIO Agreement, SingTel's only obligation to the Requesting Licensee (in addition to SingTel's duties to the

Authority under the Code) is to exercise the reasonable skill and care of a competent telecommunications operator and to comply with its obligations under clause 11.

SingTel must revise Clause 15.2 to comply with sub-section 5.3.5.1 of the Code, which requires Dominant Licensees to provide IRS on terms and conditions that are no less favourable than the terms and conditions on which it provides comparable services to itself and its affiliates. Pursuant to sub-section 4.2.3 of the Code, SingTel may impose a comparable obligation on the Requesting Licensee. Thus, if a Licensee provides service to itself or its affiliates that is of a higher standard than “reasonable skill and care”, the Licensee must meet the higher standard in providing IRS to any Licensee with which it is interconnected.

SingTel comments: Not appropriate to incorporate a regulatory obligation in the contract. We have however referred to SingTel’s duties to the IDA under the Code and also to the obligations under clause 11 (QOS).

CLAUSE 15.3 – CONDITIONAL APPROVAL

~~1.3~~**15.3** Subject to clauses 15.5 and 15.6, neither Party shall be liable to the other Party (whether in contract, in tort, under statute or otherwise for any cause other than for wilful or deliberate breach, acts or omissions) for:

- (a) any loss (whether direct or indirect) of profits, revenue, business, anticipated savings, wasted expenditure, or goodwill; or
- (b) any other consequential or indirect liability, loss or damage,

suffered by the other Party and arising from or in connection with this RIO Agreement.

CLAUSE 15.4 – MODIFICATION REQUIRED

15.4 Subject to clauses 15.2 and 15.3 if a Party (“Breach Party”) is in breach of any of its obligations under this RIO Agreement to the other Party (excluding obligations arising under this RIO Agreement to pay moneys in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) ~~such Party’s liability to the other shall be limited to:~~

- (a) in the case of the Requesting Licensee being an FBO, the Breach Party’s liability to the other Party shall be limited to S\$1,000,000 for any one event or series of

connected events and S\$3,000,000 for all events (connected or unconnected) occurring in a calendar year during the term of this RIO Agreement; and

(b) in the case of the Requesting Licensee being an SBO, the Breach Party's liability to the other Party shall be limited to S\$10,000 for any one event or series of connected events and S\$30,000 for all events (connected or unconnected) occurring in a calendar year.

Liability caps of S\$1,000,000 per event and S\$3,000,000 for all events during the course of the RIO Agreement are unreasonably low. SingTel must modify Clause 15.4 to provide for more reasonable liability caps. In addition, the liability cap for "all events" should apply to all events during a 12-month period.

SingTel comments: Not agreed. Caps are similar to existing practice and consistent with Interconnection Agreements posted on the IDA website taking into account the differences in the cost of doing business. Further, on the same grounds as Insurance below, liability for SBOs should be reduced to \$10k and \$30k.

CLAUSE 15.5 – CONDITIONAL APPROVAL

~~1.5~~15.5 Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence.

CLAUSE 15.6 – MODIFICATION REQUIRED

~~1.6~~15.6 Each Party~~The Requesting Licensee~~ (**Indemnifying Party**) must indemnify and keep indemnified ~~the other Party~~SingTel (**Indemnified Party**), its employees and agents against any Loss (including Consequential Loss) which ~~SingTel~~the Indemnified Party suffers or incurs as a result of or in connection with any Claim by a third party relating to ~~SingTel's~~the Indemnified Party's supply of a ~~Service~~the IRS to the ~~Indemnifying Party~~Requesting Licensee or its use by the ~~Indemnifying Party~~Requesting Licensee or any other person, or any delay or failure of ~~the Indemnified Party~~SingTel to provide a ~~Service~~the IRS other than to the extent that it is the result of a grossly negligent, wilful or reckless breach of this RIO Agreement by ~~the Indemnified Party~~SingTel.

The proposed indemnification clause is not commercially reasonable. SingTel must revise Clause 15.6 as follows:

(a) Clause 15.6 must indemnify the Requesting Licensee for claims arising out of its provision of O/T/T services to SingTel; and

SingTel comments: Agreed.

(b) *The indemnity should not apply to any loss suffered by the indemnified party as a result of any negligence, willful or reckless breach of the RIO Agreement by the indemnified party.*

SingTel comments: Agreed but add “gross” negligence”.

CLAUSE 15.7 – CONDITIONAL APPROVAL

~~1.7~~**15.7** Subject to clause 15.6, neither Party will be liable to the other Party to the extent that liability is incurred in connection with an action, claim or demand brought or made against the other Party in relation to an act or omission relating to or arising out of this RIO Agreement by a Third Party to whom the other Party provides a telecommunication service under a contract, where that liability could legally have been excluded or where that liability could legally have been reduced in that contract by the other Party.

CLAUSE 15.8 – CONDITIONAL APPROVAL

~~1.8~~**15.8** Each provision of this clause 15 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.

CLAUSE 15.9 – CONDITIONAL APPROVAL

~~1.9~~**15.9** For the avoidance of doubt, neither Party shall be liable for any breach of this RIO Agreement caused by the delay or failure of any supplier to deliver equipment to that Party at the prescribed time.

15.10 To the extent that a Schedule contains a remedy in relation to the performance by a Party (**Liable Party**) of an obligation under that Schedule, that remedy shall be the sole and exclusive liability of the **Liable Party**, its Related Corporations, directors, employees, agents and contractors to the other Party in connection with the performance of that obligation and is the sole remedy of the other Party against the **Liable Party**, its Related Corporations, directors, employees, agents and contractors in connection with the performance of that obligation.

SingTel comments: SingTel has included this clause as a consequence of meeting the IDA’s requirement to include a remedy for late delivery of services.

CLAUSE 16 – MODIFICATION REQUIRED

16. INTELLECTUAL PROPERTY RIGHTS

CLAUSE 16.1 – CONDITIONAL APPROVAL

1-416.1 Except as otherwise expressly provided in this RIO Agreement, all trade marks, inventions, patents, copyrights, designs, design rights, trading names (whether or not registered) and all other intellectual property rights (**intellectual property**) shall remain in the ownership of the person creating or owning the same and nothing in this RIO Agreement shall confer or be deemed to confer on either Party any rights or licences in the intellectual property of the other Party or of any Third Party.

CLAUSE 16.2 – CONDITIONAL APPROVAL

1-216.2 Without prejudice to clause 16.1, neither Party shall be entitled to use any trademarks or service marks (whether registered or not) of the other Party in any document or other medium, without the prior written consent of the other Party.

CLAUSE 16.3 – CONDITIONAL APPROVAL

1-316.3 The Parties will negotiate arrangements (including in respect of title) concerning intellectual property jointly developed in the course of performing this RIO Agreement or otherwise in connection with this RIO Agreement.

CLAUSE 16.4 – CONDITIONAL APPROVAL

1-416.4 Each Party (referred to in this clause as the **Indemnifying Party**) agrees, subject to clause 15, to indemnify, and keep indemnified the other Party against all liability or loss arising directly or indirectly from, and all reasonable costs, charges and expenses incurred in connection with any claim, action, suit or demand alleging infringement by the other Party of the rights of a Third Party arising from use by the other Party of intellectual property disclosed or licensed by the Indemnifying Party under this RIO Agreement. This indemnification will represent the only remedy and form of compensation available to the other Party in relation to intellectual property licensed or disclosed by the Indemnifying Party under this RIO Agreement.

CLAUSE 16.5 – MODIFICATION REQUIRED

~~1.516.5~~ Each Party ~~The Requesting Licensee~~ shall be responsible and liable for obtaining and maintaining in ~~that Party's Requesting Licensee's~~ name and at ~~that Party's Requesting Licensee's~~ expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of any ~~Service to that Party~~ or the installation or the use of any equipment ~~(including SingTel Equipment)~~ in conjunction therewith for the entire duration during which the ~~Services~~ ~~IRS~~ are provided or made available to ~~that Party Requesting Licensee~~. Each Party shall provide reasonable co-operation to the other Party, at the other Party's cost, in relation to all licences, permits, consents, waivers, authorisations and intellectual property or other rights required to be obtained by the other Party under this clause.

Interconnected Licensees have a duty to co-operate with each other in carrying out their RIO Agreements. See Code § 4.3.1. Consistent with this obligation, SingTel must revise Clause 16.5 as follows:

(a) the Clause must reflect the fact that the Requesting Licensee will be providing O/T/T services to SingTel;

SingTel comments: **Agreed.**

(b) in general, each Licensee should be required to obtain the appropriate licences, permits, etc. governing its activities. Each Licensee must reasonably co-operate with the other Licensee in obtaining the licences, permits, etc.

SingTel comments: **Agreed, at the other party's cost.**

CLAUSE 17 – CONDITIONAL APPROVAL

17. NUMBERING

17.1 The Parties shall ensure that sufficient and correct numbering information is sent from one Network to the other for correct delivery of an Interconnected Call.

17.2 The Parties shall convey to each other telephone numbers in the national and international formats as contained in the national numbering plan issued by the Authority.

17.3 The Parties shall adopt and comply with the numbering system and number format as specified in the Authority's national numbering plan and framework and guidelines on the usage, allocation and assignment of numbers.

CLAUSE 18 – MODIFICATION REQUIRED

18. CALLING LINE IDENTIFICATION (CLI)

CLAUSE 18.1 – CONDITIONAL APPROVAL

~~1.4~~**18.1** The Parties agree that CLI shall be passed between the Parties' Networks for all Calls for which the Call Origination Services, the Call Termination Services and the Call Transit Services are provided, subject to CLI being forwarded to a Party from another Network with which its Network is connected.

CLAUSE 18.2 – CONDITIONAL APPROVAL

~~1.2~~**18.2** If a Party's Network requests CLI from the other Party's Network, the originating Network shall generate and convey CLI to the first Party's Network to the extent that the originating Network has such a capability.

CLAUSE 18.3– MODIFICATION REQUIRED

~~1.3~~**18.3** The Parties may use CLI disclosed to it under clause 18.1 and clause 18.2 for the purposes listed in the Authority's Guide for Calling Line Identity and clause 3.2.6.2 of the Code. ~~its own purposes but may not provide such CLI to Third Parties other than for the following purposes:~~

~~(a) routing a Call;~~

~~reconciliation and billing;~~

~~disclosure to Called Parties as part of the provision of calling number display services;~~

~~disclosing CLI to law enforcement agencies to assist in malicious call identification;~~

~~disclosing CLI to an Emergency Service Organisation for the purpose of identifying and tracing an Emergency Call;~~

~~where the Parties mutually agree to the disclosure to a Third Party on such terms and conditions thereof; or~~

~~(a) where the Authority may specify or so direct the disclosure.~~

The Code recognises that a Licensee's use of End-User Service Information ("EUSI") raises significant competitive concerns. Sub-section 3.2.6.2 of the Code therefore restricts Licensees use of EUSI to certain specific purposes. The same commercial concerns applicable to Licensee's use of EUSI are applicable to Licensee's use of CLI. Therefore, SingTel must amend Clause 18.3 to impose the same restrictions on Licensees' use of CLI as are imposed on Licensee's use of EUSI under Sub-section 3.2.6.2 of the Code.

SingTel comments: Agree to amend by referring to restrictions in the Code and the iDA's Guide for Calling Line Identity.

CLAUSE 18.4- CONDITIONAL APPROVAL

~~1-4~~**18.4** The Parties conveying Calls handed over from an Authorised Overseas System shall convey, to the extent received, the CLI associated with those Calls.

CLAUSE 18.5- CONDITIONAL APPROVAL

~~1-5~~**18.5** The Parties will bar CLI in accordance with the CLI presentation and restrictions fields (**CLIP/CLIR**) within the signalling message.

CLAUSE 18.6- CONDITIONAL APPROVAL

~~1-6~~**18.6** Each Party shall resolve any service issues arising from provision of CLI from the other Party's Network where it is not the Calling Party's actual directory number. A list of such non-subscriber CLI (**Dummy CLI**) shall be notified by each Party to the other Party in writing whenever they are already in use or are planned for use.

CLAUSE 18.7- CONDITIONAL APPROVAL

~~1-7~~**18.7** Both Parties shall be allowed to present CLI to their Customers subject to the CLIP/CLIR fields. No separate compensation shall be paid for the supply of CLI information. The Parties shall not disclose, either at the Called Party's terminal or to the Called Party, the telephone number of a Calling Party who has subscribed for CLIR.

CLAUSE 18.8- CONDITIONAL APPROVAL

~~1-8~~**18.8** For Calls for which CLI is not available, such as Calls from customer service operator positions, the category of the Calling Party shall be clearly indicated in the signalling message.

CLAUSE 18.9– CONDITIONAL APPROVAL

1-918.9 The parties shall comply with the following requirements and safeguards:

- (a) each Party shall not manipulate the CLI of the original Calling party and the original Calling party CLI shall be passed on in the conveyance of a Call accordingly;
- (b) each Party shall not, in the handling of outgoing traffic, manipulate the access code dialled by the Calling Party;
- (c) each Party shall set the A-bit of the Forward Call Indicator (**FCI**) of the Initial Address Message (**IAM**) on the ITU-T Signalling System No.7 ISDN User Part (**ISUP**) to the value “1” to identify an international incoming Call.

CLAUSE 19 – MODIFICATION REQUIRED

19. RECIPROCITY

19.1 In addition to the obligation to provide OT&T and Number Portability under this RIO Agreement, If and to the extent requested by SingTel, the Requesting Licensee must:

- (a) as a condition of SingTel being required to provide Services under this RIO Agreement, permit Interconnection of the SingTel Network to the Requesting Licensee’s Network (including but not limited to licensing by the Requesting Licensee of Co-location Space requested by SingTel where required to enable Physical Interconnection) on the same terms and conditions as Schedules 1 and 8 and in accordance with the pricing principles set out in Appendix One to the Code; and
- (b) offer to provide such other Services which fall within the scope of this RIO Agreement to SingTel on the same terms and conditions as SingTel provides the equivalent Services to the Requesting Licensee.

The Code clearly distinguishes between Dominant and Non-dominant Licensees. Because its “conduct is not constrained by competitive market forces”, the Code imposes “more stringent regulatory requirements” on a Dominant Licensee. Code § 2.1.2. Clause 19 does not correctly reflect the Dominant/Non-dominant distinction contained in the Code. Rather, SingTel has proposed a regime in which it can impose Dominant Licensee obligations – such as the duty to offer co-location

or provide Unbundled Network Elements – on Non-dominant Requesting Licensees. SingTel must modify the proposed RIO to remove any provision that would require a Non-dominant Requesting Licensee to provide any IRS other than origination, transit and termination services.

SingTel comments: IRS are necessary to establish interconnect and provide competitive telecommunications services. New entrants deploying network infrastructure will provide IRS to SingTel for the purpose of interconnection with, and access to, their network. SingTel believe it is critical that it is able to able access new entrants networks on a reciprocal basis to that which it is required to provide under this RIO Agreement.

SingTel comments: While we note that this RIO Agreement contains reciprocal terms and conditions for the supply of Origination/Termination/Transit and Number Portability, SingTel may also acquire other IRS such as co-location space for the purpose of establishing physical interconnect. SingTel believes that reciprocity (terms, conditions, prices) should apply with respect to all IRS acquired by SingTel from other licensee. Reciprocity with respect to all IRS is fair and reasonable; simple and practicable; ensures a level playing field; and is broadly neutral in its effect on network development.

SingTel comments: The issue of reciprocity has been considered in other jurisdictions. In the US, the FCC set the same proxy prices for CLECs as for ILECs. In the UK, OFTEL proposed that new entrants should charge the same price as BT for the same service. In Australia, the ACCC requires new entrants to price regulated services at the same price as Telstra charges these new entrants.

SingTel comments: SingTel therefore believes that reciprocity (terms, conditions, price) should apply to all IRS acquired by SingTel from other licensees.

CLAUSE 20 – MODIFICATION REQUIRED

SingTel must modify Clause 20 in the manner described in Schedule A Paragraph 7.

SingTel comments: Agree to the process aspects of paragraph 7 of iDA's schedule A, but not agreeable to receiving Party have obligations to pay LDs as outlined in our response to the iDA's letter. In summary, delivery of forecast interconnect capacity requires both parties involvement and where both parties are involved, LDs are necessarily inappropriate.

20. FORECASTS AND CAPACITY

20.1 Each Party (Forecasting Party) ~~The Requesting Licensee~~ shall supply to the other Party (Receiving Party) ~~SingTel~~ reasonable Forecasts in accordance with this RIO Agreement.

- 20.2 The ~~Requesting Licensee~~ Forecasting Party must provide all Forecasts in good faith and use all reasonable endeavours to ensure that Forecasts are accurate.
- 20.3 Where the Receiving Party ~~SingTel~~ receives a Forecast and considers in good faith that any element of that Forecast is unreasonable, or that the work which it would be required to carry out based on that Forecast is not reasonably achievable within the relevant time, the Receiving Party ~~SingTel~~ and the Forecasting Party ~~Requesting Licensee~~ shall promptly negotiate in good faith, a Forecast which is reasonable and which will enable the required work to be carried out within the relevant time periods. To assist the negotiations:
- (a) the Receiving Party ~~SingTel~~ shall provide information in relation to the work which it would be required to carry out to meet the forecast which it considers to be unreasonable and the time frame of that work;
 - (b) the Forecasting Party ~~Requesting Licensee~~ shall provide information upon which its assessment of the reasonableness (or otherwise) of the forecast is based; and
 - (c) each Party shall endeavour to put forward proposals to produce a satisfactory outcome for both Parties.
- 20.4 If after the expiry of twenty-five (25) Business Days the Parties are unable to agree a revised Forecast under clause 20.3, the matter will be referred for resolution in accordance with the Dispute Resolution Procedures.
- 20.5 Pending the outcome of the negotiations in respect of a Forecast, the Receiving Party ~~SingTel~~ is not obliged to provide for requirements in respect of any part of the Forecast that it considers unreasonable or that is under negotiation but the Receiving Party will provide for requirements which it considers in good faith to be reasonable, pending resolution of the negotiations and dispute resolution (if any).

CLAUSE 21 – MODIFICATION REQUIRED

Clause 21 is not commercially reasonable and must be modified. Whilst IDA recognises the need for effective insurance coverage, the proposed coverage level is excessively high and could create a barrier to new entry. SingTel must propose a more reasonable coverage level. In addition, because they are only eligible for a limited range of IRS, the coverage level for Services-based Licensees should be lower than that required for Facilities-based Licensees. In relation to the choice of insurers, SingTel must provide an objective basis for determining whether an

insurer is acceptable. IDA believes that any insurer licensed in Singapore should be acceptable.

SingTel comments: For FBOs, insurance should still be \$20M, as FBOs will place equipment in SingTel exchanges where they seek collocation. This is also consistent with existing practice. For SBOs, \$1M is acceptable. Agreed to any insurer licensed in Singapore.

21. INSURANCE

21.1 Without limiting either Party's obligations under this RIO Agreement, unless otherwise agreed by SingTel, the Requesting Licensee will have in force and maintain with an ~~reputable~~ insurance company licensed in Singapore ~~reasonably acceptable to SingTel~~ for the term of this RIO Agreement:

- (a) a broad form public liability policy of insurance to the value of, in the case of an FBO as the Requesting Licensee, at least S\$20 million in respect of each claim and, in the case of an SBO as the Requesting Licensee, at least S\$1 million in respect of each claim; and
- (b) property insurance for those assets used by it under this RIO Agreement.

21.2 On SingTel's request, the Requesting Licensee will immediately produce evidence that it has complied with and continues to comply with its obligations under this clause.

CLAUSE 22 – MODIFICATION REQUIRED

As noted above, SingTel may propose objective, reasonable and non-discriminatory requirements designed to ensure that it will be compensated for services that it provides. This may involve bona fide requests to obtain additional information to assess the need to obtain a security deposit. However, any such requests – and any action taken based on the information received – must be based on objective criteria, which must be specified in the RIO.

SingTel comments: Security deposits and/or Security may be required. We have included drafting to address the iDA's specific concerns.

22. CREDIT MANAGEMENT AND SECURITY REQUIREMENTS

22.1 The Requesting Licensee must provide, at its sole cost and expense, to SingTel, and maintain for the term of this RIO Agreement, the security requirements detailed in Attachment ~~AB – Request for IRS~~ Notification of Acceptance of RIO.

22.2 The Requesting Licensee acknowledges that it must maintain and SingTel need not release the Security Requirement for a period of up to six months following the later of:

- (a) the termination of this RIO Agreement; and
- (b) payment of all outstanding amounts under this RIO Agreement.

22.3 SingTel may from time to time ~~require~~ reasonably request information from the Requesting Licensee to determine the ongoing creditworthiness of, or security and insurance required for, the Requesting Licensee. The Requesting Licensee must provide such information to SingTel within five (5) Business Days of receipt of a request from SingTel for such information. Depending on the information supplied, SingTel may reasonably amend the Security Requirement of the Requesting Licensee calculated in accordance with this clause. As a general principle, SingTel will require a Security Requirement under this clause or a security deposit to be lodged under clause 6.6 with a value of 2.5 times the existing or prospective level of monthly Charges incurred or likely to be incurred by the Requesting Licensee under this RIO Agreement. –The Requesting Licensee must provide the amended Security Requirement within twenty (20) Business Days of receipt in writing of the amended Security Requirement.

SingTel comments: See comment in relation to clause 1.3 of the Acceptance Procedures in relation to the 2.5 times monthly charges.

~~1.422.4~~ SingTel may, at its absolute discretion, treat a failure by the Requesting Licensee to provide information or an amended Security Requirement in accordance with clause 22.3 as:

- (a) entitling SingTel to amend the Security Requirement of the Requesting Licensee; and
- (b) a material breach of this RIO Agreement.

CLAUSE 23 – MODIFICATION REQUIRED

As required by sub-section 5.6 of the Code, IDA will publish all Interconnection Agreements entered into with SingTel. However, pursuant to that sub-section, IDA may withhold publication of any portion of an Interconnection Agreement that contains “proprietary or commercially sensitive information”. As a result, a Licensee’s duty of confidentiality must be limited to those portions of the RIO

Agreement that IDA chooses to withhold from publication. SingTel must revise Clause 23 to reflect this.

SingTel comments: Agreed and redrafted clause 23.1 to give effect to the above.

SingTel comments: Clause 23 has also been amended to conform with the MCA where it was appropriate to do so.

23. CONFIDENTIALITY

~~{The clause shall be amended in accordance with any amendments required to be made to the MCA}~~

~~1.423.1~~ Notwithstanding any provision in this RIO Agreement and unless otherwise provided in the ~~CO~~Code, the Parties shall not reveal, make known or divulge to any Third Party in any manner howsoever the contents of those aspects of this RIO Agreement (in full or in part) which the Authority has withheld from publication~~without the prior written approval of the Authority.~~

23.2 Subject to the limited exceptions contained in this clause 23, a Party that receives Confidential Information (the **Receiving Party**) shall keep confidential all Confidential Information of the other Party (the **Disclosing Party**) which:

- (a) is disclosed, communicated or delivered to the Receiving Party~~it~~ pursuant to this RIO Agreement; or
- (b) comes to the Receiving Party's~~its~~ knowledge or into the Receiving Party's~~its~~ possession in connection with this RIO Agreement~~,-~~

whether such Confidential Information is received before during or after the date of this RIO Agreement.

~~23.3A~~ ~~Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.~~

~~23.423.3~~ The Receiving Party~~Neither Party~~ shall not use or copy the Confidential Information of the Disclosing~~other~~ Party except in connection with and for the

purposes of this RIO Agreement or for such other purposes related to the provision of Services under this RIO Agreement.

23.523.4 In the event of the Receiving Party visiting any of the facilities of the Disclosing Party, the Receiving Party undertakes that any further Confidential Information which may come to its knowledge as a result of any such visit and any Confidential Information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof shall be kept strictly confidential and that any such Confidential Information will not be divulged to any Third Party and will not be made use of in any way (whether for its benefit or that of any Third Party) except in connection with and for the purposes of this RIO Agreement or for such other purposes related to the provision of Services under this RIO Agreement.

23.5 Except as otherwise provided in this Agreement, the Receiving Party shall not, or disclose or communicate, cause to be disclosed or communicated or otherwise make available such Confidential Information to any Third Party other than:

(a) the Receiving Party's directors, officers, employees, agents, contractors or representatives or advisers to whom disclosure is necessary (~~Authorised Persons~~) in connection with and for the purposes of this RIO Agreement or for such other purposes related to the provision of Services under this RIO Agreement;

(b) the Receiving Party's professional adviser only to the extent necessary for that adviser to provide advice or protect the rights of the Receiving Party under this RIO Agreement; and

(c) the Receiving Party's appointed professional adviser or appointed banker only to the extent necessary for the financial adviser or appointed banker to provide financial advice and/or financial services to the Receiving Party

(each an "Authorised Person", and collectively, the "Authorised Persons").

~~23.5 Each Party shall establish and observe procedures adequate to protect the Confidential Information of the other Party and, without limiting the generality of the foregoing, shall ensure that each Authorised Person to whom Confidential Information is disclosed for the purposes of this RIO Agreement is subject to and maintains the confidentiality obligations set out herein.~~

~~1-623.6~~ For that purpose, The Receiving Party hereby agrees to advise the Authorised Person(s) that they are obligated to protect the Disclosing Party's Confidential Information in a manner consistent with this RIO Agreement. The Receiving Party may disclose some or all of the Confidential Information to the Authorised Person(s) provided that prior to such disclosure either, at the Receiving Party's option:

- (a) in the case of Authorised Persons referred to in clause 23.5(a), the Receiving Party shall ensure that Authorised Person(s) to whom all or any Confidential Information is disclosed shall hold it strictly confidential and shall not disclose it to any other person. In any event, the Receiving Party's obligations to procure the confidentiality of such information shall continue to apply and the Receiving Party shall remain liable for any disclosure by the Authorised Person(s) to any other person; and
- (b) in the case of Authorised Persons referred to in clauses 23.5(b) and (c), the Receiving Party shall obtain and provide to the Disclosing Party a written undertaking in favour of the Disclosing Party from the Authorised Person(s) to comply with the terms of this RIO Agreement as if the Authorised Person(s) is a party hereto.

In any event, the Receiving Party shall remain liable for any disclosure by the Authorised Person(s) to any other person~~The Receiving Party shall take all steps available to it to enforce such obligations of confidentiality.~~

~~23.7A Party may disclose the Confidential Information of the other Party to any professional adviser only to the extent necessary for that adviser to provide advice or protect the rights of the Party under this RIO Agreement.~~

~~23.8 Confidential Information may not be disclosed by the Receiving Party to its appointed financial adviser or appointed banker save with the prior written consent of the Disclosing Party. The written consent of the Disclosing Party will be deemed to have been obtained if the Disclosing Party has not responded, within seven (7) Calendar Days of the date of receipt of the request for consent to the proposed disclosure to the specified financial adviser or banker, to the Receiving Party with its consent, non consent or a request for further information or time to respond.~~

~~23.9~~23.7 A Receiving Party may disclose Confidential Information to a Related Corporation to the extent necessary under this RIO Agreement, subject to the Related Corporation undertaking to comply with obligations equivalent to those contained in this clause 23 Confidentiality Agreement.

~~23.10~~23.8 Save as provided under this RIO Agreement, no news releases, public announcements or any other form of publicity concerning this RIO Agreement or the terms of this RIO Agreement shall be conducted or released by the Receiving Party without the prior written consent of the Disclosing Party.

~~23.11~~23.9 The Receiving Party's obligations hereunder shall not apply to Confidential Information if the same is:

- (a) in or enters the public domain, other than by breach by the Receiving Party or any of its Authorised Persons of this RIO Agreement; or
- (b) known to the Receiving Party on a non-confidential basis prior to disclosure under this RIO Agreement, at the time of first receipt, or thereafter becomes known to the Receiving Party or any of its Authorised Persons without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or
- (c) is or has been developed independently by the lawfully disclosed to a Receiving Party without reference or reliance on the Disclosing Party's Confidential Information by a third party without an obligation of confidentiality.

~~23.12~~23.10 Except as otherwise provided in this clause 23, a Receiving Party may not disclose the Confidential Information of the Disclosing Party ~~only as agreed between the Parties~~ except in the following circumstances for:

- (a) ~~the~~ disclosure is authorised in writing by the Disclosing Party to the extent of that authority; or
- (b) ~~the~~ disclosure is made pursuant to ~~in accordance with~~ a directive issued by the Authority or any judicial, statutory or Governmental Agency; or
- (c) ~~the~~ disclosure to the Authority

- (i) for the purpose of registration of this RIO Agreement or any amendment, modification or alteration of this RIO Agreement;
 - (ii) under or pursuant to the IDA Act or the Telecom Act ~~–or under or pursuant to the Disclosing Party’s or the Receiving Party’s SingTel and/or Requesting Licensees’ Licences;~~
 - (iii) for the purpose of a review by the Authority or a determination by the Authority ~~on matters falling within the scope of its authority;~~ or
 - (iv) as otherwise specified in this RIO Agreement;
- (d) ~~the disclosure iss~~ made to Emergency Services Organisations;
 - (e) ~~the disclosure is~~ made to any arbitrator or expert appointed to resolve disputes under this RIO Agreement; or
 - (f) ~~the disclosure is~~ made pursuant to any applicable laws, rules, regulations or directions of a statutory or regulatory authority or stock exchange or order of a relevant court of law.

~~23.13~~**23.11** The Receiving Party shall inform the Disclosing Party of any disclosures to Third Parties under clause 23.10 not already authorised in writing by the Disclosing Party prior to any as soon as is reasonably practicable after such disclosure.

~~23.14~~**23.12** A Receiving Party shall exercise no lesser security or degree of care than that Party applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

~~23.14~~ Each Party shall co-operate in any action taken by the other Party to:

- ~~(a) protect the confidentiality of the other Party’s Confidential Information; or~~
- ~~(b) enforce the rights of that other Party in relation to its Confidential Information.~~

~~23.15~~ In the event of the Receiving Party visiting any of the facilities of the Disclosing Party, the Receiving Party undertakes that any further Confidential Information

~~which may come to its knowledge as a result of any such visit and any Confidential Information relating to plant and equipment which may be seen at such facilities, the methods of operation thereof and the various applications thereof shall be kept strictly confidential and that any such Confidential Information will not be divulged to any Third Party and will not be made use of in any way (whether for its benefit or that of any Third Party) without such Disclosing Party's prior written consent.~~

~~**23.13**~~ Confidential Information provided by one Party to the other Party is provided for the benefit of that Party only and shall be used solely for the purposes for which it is disclosed. ~~Except as otherwise provided in this RIO Agreement, each Party acknowledges that no warranty is given by the Disclosing Party that the Confidential Information is or will be correct and neither Party shall have any liability to the other Party whatsoever for any inaccuracy in such information. However, the Parties will use their reasonable endeavours to ensure that such information is correct.~~

23.14 Each Party acknowledges that a breach of this clause 23 by one Party may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against such a breach or threatened breach.

~~**23.15**~~ All written Confidential Information or any part thereof (including, without limitation, information incorporated in computer software or held in electronic storage media) together with any analyses, compilations, studies, reports or other documents or materials prepared by the Receiving Party or on its behalf which reflect or are prepared from any of the Confidential Information provided by the Disclosing Party shall be returned to the Disclosing Party or destroyed by the Receiving Party, when requested by the Disclosing Party at any time, or when the Receiving Party's need for such information has ended or when this RIO Agreement expires or is terminated, whichever is earlier. In the event of destruction, the Receiving Party shall certify in writing to the Disclosing Party within thirty (30) Calendar Days, that such destruction has been accomplished. The Receiving Party shall ~~not~~ not make ~~no~~ no further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.

~~**23.16**~~ The Parties acknowledge that the provisions of this Confidentiality Agreement continue in full force and effect regardless of variations, assignments

or termination of other provisions of this RIO Agreement. The obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this RIO Agreement shall continue for five (5) years upon the expiry or termination of this RIO Agreement.

~~23.19~~**23.17** This RIO Agreement contains the entire understanding between the Parties with respect to the safeguarding of said Confidential Information and supersedes all prior communications and understandings with respect thereto, ~~except that the confidentiality obligations under the Confidentiality Agreement entered into as a pre condition to entering into this RIO Agreement continue in force as required by that Confidentiality Agreement.~~

~~23.20~~ Each Party acknowledges that a breach of this clause 23 by one Party may cause the other Party irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies that may be available, a Party may seek injunctive relief against such a breach or threatened breach.

CLAUSE 24 – CONDITIONAL APPROVAL

24. CUSTOMER RELATIONSHIP

24.1 The Parties shall implement all matters agreed to in respect of customer relationship and billing procedures as set out in Schedule 10 on such terms and conditions as shall be consistent with the Authority's applicable principles and guidelines.

24.2 For the avoidance of doubt, the Parties acknowledge that each Party will be responsible for billing its own customers for the services it provides to them, unless expressly agreed to the contrary.

24.3 The Requesting Licensee acknowledges and agrees that notwithstanding any failure by one of its Customers to pay in respect of an Service~~IRS~~, the Requesting Licensee is liable to SingTel in respect of the relevant Charges for Services~~IRS~~ supplied by SingTel under this RIO Agreement that form part of, or are incidental to, the provision of the Requesting Licensee's services.

CLAUSE 25 – MODIFICATION REQUIRED

SingTel must modify Clause 25 to impose mutual obligations on the two Licensees in connection with customer communications.

SingTel comments: **Agreed.**

25. REQUESTING LICENSEE'S REPRESENTATIONS AND COMMUNICATIONS

CLAUSE 25.1 – MODIFICATION REQUIRED

~~1.425.1~~ Each Party~~The Requesting Licensee~~ may advise its customers that Services~~IRS~~ are provided by the other Party~~SingTel~~ to the first-mentioned Party~~Requesting Licensee~~, but the first-mentioned Party~~Requesting Licensee~~ must not represent that the other Party~~SingTel~~ participates in the provision of the first-mentioned Party's ~~Requesting Licensee's~~ services.

SingTel must modify Clause 25.1. Because the Requesting Licensee will be providing O/T/T services to SingTel, SingTel should be subject to the same restrictions.

SingTel comments: **Agreed.**

CLAUSE 25.2 – MODIFICATION REQUIRED

~~1.225.2~~ Where a Party~~the Requesting Licensee~~ communicates with a Customer of either Party, such communications must not attribute to the other Party~~SingTel~~:

- (a) blame for a fault or circumstance; or
- (b) the need for network maintenance or upgrade; or
- (c) the interruption or suspension of a service,

provided that this requirement does not require the first mentioned Party~~Requesting Licensee~~ to engage in unethical, misleading or deceptive conduct.

Clause 25.2 is unreasonable; it would restrict a Licensee's ability to provide accurate information to its End-user customers. SingTel must modify Clause 25.2 by inserting the word "falsely" before the words "attribute to SingTel". SingTel must further revise this provision to impose the same obligations in connection with its statements relating to the Requesting Licensee.

SingTel comments: Not Agreed. The efforts should be focussed on rectification not finger pointing. SingTel has increased the effectiveness of the fault reporting under Schedule 1 in particular to address the IDA's concerns.

CLAUSE 25.3 – MODIFICATION REQUIRED

~~1.325.3~~ Neither Party ~~The Requesting Licensee~~, its representatives and agents, ~~may~~ must not represent expressly, impliedly, or by omission or implication that:

- (a) ~~it~~ the Requesting Licensee is approved by, an agent of, or affiliated with the other Party ~~SingTel~~;
- (b) in the case of the Requesting Licensee, that it is SingTel, for example, by claiming it is “from SingTel” or, in the case of SingTel, that it is the Requesting Licensee;
- (c) ~~it~~ the Requesting Licensee has a special relationship with the other Party ~~SingTel~~ or special pricing from the other Party ~~SingTel~~; or
- (d) the services provided by ~~it~~ the Requesting Licensee to end customers are the other Party's ~~SingTel~~ services.

SingTel must modify Clause 25.3 to impose the same obligations on both Licensees.

SingTel comments: Agreed.

CLAUSE 26 - MODIFICATION REQUIRED

26. ASSIGNMENT

26.1 This RIO Agreement shall be binding upon and endure to the benefit of each of the Parties and its successors and permitted assigns.

IDA notes the typographical error “endure”, which should instead refer to “enure”.

SingTel comments: Agreed.

CLAUSES 26.2 and 26.3 –MODIFICATION REQUIRED

~~1.226.2~~ Subject to clause 26.3 either Party may assign or transfer any or all of its rights under this RIO Agreement without the prior written consent of the other Party

provided that such assignee has had a FBO or SBO Licence granted to it under the Act.

- 26.3** The assigning Party shall give notice to the other Party of any assignment permitted to be made without the other Party's consent as soon as practicable. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this RIO Agreement.

Sub-section 5.3.2(p) of the Code requires the RIO to provide that either Licensee may assign its "right to performance". In this case, the assignee assumes the assignor's rights, but does not assume the assignor's duties. This would occur, for example, where a Licensee assigned its right to compensation to a third party. In an assignment, there is no need for the assignee to agree to be bound by the RIO because the assignor continues to be obligated to perform all the duties under the RIO. This situation can be contrasted with a novation, in which the successor Licensee assumes all obligations of the original party. This situation could occur if one Facilities-based Licensee acquired another Facilities-based Licensee. In the latter case, all three Licensees would need to consent to the transfer of obligations from one Licensee to the other.

If the proposed Clause is intended merely to allow for the delegation of the right to performance, as required by the Code, SingTel should delete the requirement that the assignee agreed to be bound. If SingTel chooses to allow for novations, it may require all Licensees to consent, such consent not to be withheld unreasonably.

SingTel comments: Not Agreed. The assignment of rights operates effectively. The assignee should clearly be obliged to comply with the terms of this RIO Agreement, otherwise the other party may not be able to keep track of the assignor or even its existence. If the assignee was not obliged to be bound and SingTel could not find the assignor then the RIO Agreement would become unenforceable against the so-called Requesting Licensee. SingTel could change the arrangement to a novation but does not understand the need to do so.

CLAUSE 27 – CONDITIONAL APPROVAL

27. WAIVERS

- 27.1** No failure on the part of either Party to exercise, and no delay on its part in exercising, any right or remedy under this RIO Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof under this RIO Agreement or the exercise of any other right or remedy. Subject to clause 15 and any other clauses of this RIO Agreement specifying an exclusive remedy, the rights and remedies

provided in this RIO Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

- 27.2** Any consent or waiver by a Party under any provision of this RIO Agreement must be in writing signed by the Party or Parties to be so bound. Any such waiver or consent may be given subject to any conditions thought fit by that Party and shall be effective only in the instance and for the purpose for which it is given.

CLAUSE 28– CONDITIONAL APPROVAL

28. SERVING OF NOTICES

- 28.1** All notices, demands or other communications required or permitted to be given or made under or in connection with this RIO Agreement shall be in writing and shall be sufficiently given or made if:

- (a) delivered by hand, at the time of delivery; or
- (b) sent by pre-paid registered post, on the third Business Day after posting; or
- (c) sent by legible facsimile transmission when receipt of such facsimile transmission is confirmed by the printing of a transmission report (a copy thereof shall be sent immediately thereafter by pre-paid registered post),

addressed to the intended recipient at its address or facsimile number set out below. Either Party may from time to time notify the other Party of its change of address or facsimile number in accordance with this clause.

If to SingTel:-

Singapore Telecommunications Limited
31 Exeter Road
Comcentre
21st Storey
Singapore 239732

Fax:- 735 4355

Attn:- Vice President (Network Services)

If to the Requesting Licensee:

[]

CLAUSE 29- CONDITIONAL APPROVAL

29. ENTIRE AGREEMENT

- 29.1** This RIO Agreement represents the entire understanding between the Parties concerning the provision of the Services~~IRS~~.
- 29.2** This RIO Agreement together with its Schedules supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this RIO Agreement.

CLAUSE 30 CONDITIONAL APPROVAL

30. GOOD FAITH AND NON-EXCLUSIVITY

- 30.1** Each of the Parties agrees that it will act in good faith in relation to the other Party with respect to all matters relating to or contemplated by this RIO Agreement.
- 30.2** The Parties acknowledge that nothing in this RIO Agreement shall prevent, limit or restrict in any way whatsoever either Party from supplying any Service~~IRS~~ to any person by means of such Party's Network.
- 30.3** Notwithstanding any provisions of this RIO Agreement, neither Party shall be prohibited in any way whatsoever from entering into an agreement with another person for similar Services~~IRS~~.

CLAUSE 31 - CONDITIONAL APPROVAL

31. PARTIAL INVALIDITY

- 31.1** If any provision of this RIO Agreement shall be held to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of this RIO Agreement, or the application of such provision to other situations or

circumstances shall not be affected, and the Parties agree to amend this RIO Agreement to reflect the original intention of the Parties and/or the directions of the Authority (where applicable) to the extent permissible by such applicable law.

CLAUSE 32 - CONDITIONAL APPROVAL

32. COSTS AND EXPENSES

32.1 The Parties agree to bear their own legal and other costs incurred in relation to the preparation, negotiation and execution of this RIO Agreement and all documents contemplated by it, except where this RIO Agreement or those other documents expressly provide to the contrary.

CLAUSE 33 - CONDITIONAL APPROVAL

33. INDEPENDENT CONTRACTORS AND AGENCY

33.1 Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents). Neither Party is authorised and neither of the Parties nor their employees, agents or representatives shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party. Nothing in this RIO Agreement shall be deemed to constitute a partnership between the Parties.

33.2 If either Party appoints an agent for the purposes of this RIO Agreement, and notifies the other Party, then the other Party shall deal with the appointed agent for such purposes until the first Party notifies the other Party that the appointment has been terminated.

CLAUSE 34 - CONDITIONAL APPROVAL

34. GOVERNING LAW

34.1 The interpretation, validity and performance of this RIO Agreement shall be governed in all respects by the laws of the Republic of Singapore, including the

~~Code~~COP, and the Parties submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

CLAUSE 35 - CONDITIONAL APPROVAL

35. DISPUTE RESOLUTION

35.1 All disputes arising under or pursuant to this RIO Agreement will be resolved in accordance with the Dispute Resolution Procedures set out in Schedule 11 with the exception of Billing Disputes which will be dealt with in accordance with Schedule 109.

35.2 The Parties will comply with the Dispute Resolution Procedures in relation to any disputes which arise under this RIO Agreement.

CLAUSE 36 – CONDITIONAL APPROVAL

36. AMENDMENTS

36.1 This RIO Agreement will be automatically amended in accordance with any amendments approved or required by the Authority to the SingTel RIO from time to time.

36.2 Subject to clause 1.3 and 36.1, any variation to this RIO Agreement will only be valid if any such variation is made in writing and agreed by the Parties.

SIGNED as an agreement.

SIGNED by **#INSERT NAME OF SIGNATORY#**
as authorised signatory for **SINGAPORE**
TELECOMMUNICATIONS LIMITED in the
presence of:

Signature of witness

Name of witness (print)

Signature of **#insert name of signatory#**

SIGNED by **#INSERT NAME OF SIGNATORY#**
as authorised signatory for **#INSERT NAME**
OF COMPANY# in the presence of:

Signature of witness

Name of witness (print)

Signature of **#insert name of signatory#**

ATTACHMENT AA

~~MODEL CONFIDENTIALITY AGREEMENT~~

~~*{To be inserted upon approval by the Authority}*~~

~~ATTACHMENT A – MODIFICATION REQUIRED~~

As noted above, the Model Confidentiality Agreement is applicable to services negotiation for an Individualised Interconnection agreement; it has no application in the context of a RIO Agreement. This schedule should be deleted.

SingTel comments: **Agreed, provided that the confidentiality of the main agreement applies as soon as possible.**

ATTACHMENT ~~AB~~

~~REQUEST FOR IRS~~NOTIFICATION OF ACCEPTANCE OF RIO – SINGTEL REFERENCE
INTERCONNECTION OFFER

SingTel must revise this attachment to conform to the changes made in the body of the agreement. The Attachment should provide the mechanics for a Facilities-based Licensee and eligible Services-based Licensee to accept the offer contained in SingTel's RIO. In particular, SingTel must delete any provision that requires a Requesting Licensee to provide information regarding creditworthiness, except where SingTel has a bona fide basis to believe that the Requesting Licensee may not be able to pay for IRS that it requests. SingTel must expressly specify any other information that it legitimately requires to process the request.

SingTel comments: **Agreed. See also changes to Part 1.**

If a Facilities Based Operator (**FBO**) or Services Based Operator (**SBO**) which uses switching or routing equipment to provide telecommunications services to the public, seeks to interconnect with SingTel on the prices, terms and conditions contained in SingTel's Reference Interconnection Offer (**RIO**), that FBO or SBO must submit this written request (~~Request for IRS~~Notification of Acceptance of RIO) to SingTel (and the Authority) in ~~the~~is form as provided in Attachment ~~AB~~ to the RIO.

A Facilities Based Operator or Service Based Operator which uses switching or routing equipment to provide telecommunication services to the public and which submits this ~~Request for IRS~~Notification of Acceptance of RIO to SingTel shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the ~~Request for IRS~~Notification of Acceptance of RIO, will become bound by the provisions of Part 1 of this RIO Agreement, including the representations and warranties contained in clause ~~34~~.

SingTel may reject this ~~Request for IRS~~Notification of Acceptance of RIO according to the criteria in Part 1 of SingTel's Reference Interconnection Offer (**RIO**), in which case it will follow the procedures in that clause.

The Requesting Licensee is:

[Name of company:

Company registration number:

Having its registered office at:]

The Requesting Licensee holds the following telecommunications system license:

[to be listed—]

The Requesting Licensee is licensed to provide the following telecommunications services:

[to be listed—]

The Requesting Licensee's designated contact person is:

[]

The Requesting Licensee requests the following IRS and Wholesale Services:

[]

The Requesting Licensee requests the following forms of interconnection:

[As specified in Schedule 1 of the RIO]

The Requesting Licensee must provide to SingTel along with its ~~Request for~~ IRS Notification of Acceptance of RIO, at its sole cost and expense, the following creditworthiness, security and insurance information:

~~—Accounts;~~

~~Tax Returns for the previous three (3) Financial Years;~~

- A full list of Holding Companies, Subsidiaries, Shareholders and Directors;

- A statement of current Paid-Up Capital;
- Evidence of the insurance required under clause 21 of the RIO Agreement;
- ~~Such other information as SingTel specifies from time to time.~~

SingTel may amend the Requesting Licensee's credit, security and insurance requirements in accordance with the RIO Agreement ~~at its discretion~~.

If the paid up capital of the Requesting Licensee is less than S\$1,000,000, ~~then SingTel may request, and~~ the Requesting Licensee must provide a banker's guarantee in the form of Attachment D to this RIO from a bank reasonably acceptable to SingTel or a security deposit, equivalent to the value of 2.5 times the value of Services likely to be acquired by the Requesting Licensee on a monthly basis under the RIO Agreement, ~~a banker's guarantee in a form, and from a bank, approved by SingTel in addition to the other security and insurance requirements.~~

~~If SingTel reasonably requires further information from the Requesting Licensee for the purposes of assessing the Requesting Licensee's Request for IRS Notification of acceptance of RIO, the Requesting Licensee agrees to comply with SingTel's request for further information within five (5) Business Days, or sooner if required for the purposes of compliance with the Authority's timetable for the negotiation of interconnection agreements.~~

ATTACHMENT ~~BC~~

ACCEPTANCE OF REQUEST FOR ADDITIONAL SERVICE~~IRS~~

ATTACHMENT C – MODIFICATION REQUIRED

SingTel must modify this schedule to conform to the changes required above. In particular, SingTel must delete any provision that requires a Requesting Licensee to provide information regarding creditworthiness, except where SingTel has a bona fide basis to believe that the Requesting Licensee may not be able to pay for IRS that it requests. SingTel must expressly specify any other information that it legitimately requires to process the request.

SingTel comments: Same as attachment B above.

Additional Service~~IRS~~ are Services~~IRS~~ as defined in this RIO Agreement, but which are not currently being supplied to the Requesting Licensee.

If a Facilities Based Operator (**FBO**) or Services Based Operator (**SBO**) which uses switching or routing equipment to provide telecommunications services to the public, has already entered into an interconnection agreement with SingTel on the prices, terms and conditions contained in SingTel's Reference Interconnection Offer (**RIO**), and that FBO or SBO desires any of the Additional Service~~IRS~~ covered by the RIO, it must submit this written Acceptance of Request for Additional Service~~IRS~~ to SingTel (and the Authority) in this form as provided in Attachment B to the RIO.

A Facilities Based Operator or Service Based Operator which uses switching or routing equipment to provide telecommunication services to the public and which submits this Acceptance of Request for Additional ~~IRS~~ Service to SingTel shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Acceptance of Request for Additional Service~~IRS~~, will become bound by the provisions of Part 1 of this RIO Agreement, including the representations and warranties contained in clause 34.

The Requesting Licensee is:

[Name of company:

Company registration number:

Having its registered office at:]

The Requesting Licensee holds the following telecommunications system license:

[—to be listed]

The Requesting Licensee is licensed to provide the following telecommunications services:

[—to be listed]

The Requesting Licensee's designated contact person is:

[]

The Requesting Licensee requests the following additional IRS or Wholesale Service:

[]

The Requesting Licensee requests the following additional forms of interconnection:

[As specified in Schedule 1 of the RIO]

The Requesting Licensee must provide to SingTel along with its Acceptance of Request ~~for Additional Service~~ IRS, at its sole cost and expense, the following creditworthiness, security and insurance information:

—Accounts;

~~Tax Returns for the previous three (3) Financial Years;~~

- A full list of Holding Companies, Subsidiaries, Shareholders and Directors;
- A statement of current Paid-Up Capital;

- Evidence of the insurance required under clause 21 of the RIO Agreement;
- ~~Such other information as SingTel specifies from time to time.~~

SingTel may amend the Requesting Licensee's credit, security and insurance requirements in accordance with the RIO Agreement ~~at its discretion.~~

If the Paid Up Capital of the Requesting Licensee is less than S\$1,000,000, ~~then SingTel may request, and~~ the Requesting Licensee must provide a banker's guarantee in the form of Attachment D to this RIO from a bank reasonably acceptable to SingTel or a security deposit, equivalent to the value of 2.5 times the value of Services likely to be acquired by the Requesting Licensee on a monthly basis under the RIO Agreement., ~~a banker's guarantee in a form, and from a bank, approved by SingTel in addition to the other security and insurance requirements.~~

~~If SingTel reasonably requires further information from the Requesting Licensee for the purposes of assessing the Requesting Licensee's Request for Additional IRS, the Requesting Licensee agrees to comply with SingTel's request for further information within five (5) Business Days, or sooner if required for the purposes of compliance with the Authority's timetable for the negotiation of interconnection agreements.~~

ATTACHMENT ~~CD~~

ACCEPTANCE OF REQUEST FOR NEW SERVICE~~IRS~~

ATTACHMENT D – MODIFICATION REQUIRED

SingTel must modify this schedule to conform to the changes required above. In particular, SingTel must delete any provision that requires a Requesting Licensee to provide information regarding creditworthiness, except where SingTel has a bona fide basis to believe that the Requesting Licensee may not be able to pay for IRS that it requests. SingTel must expressly specify any other information that it legitimately requires to process the request.

SingTel comments: As above.

New Service~~IRS~~ are Service~~IRS~~ which were not previously included in this RIO Agreement. SingTel may from time to time amend its RIO to include such New Service~~IRS~~. If this RIO Agreement is amended to include a New Service~~IRS~~ which the Requesting Licensee wishes to acquire, the Requesting Licensee may request such New Service~~IRS~~ from SingTel. The request must be in the form of ~~this application form~~ provided as Attachment ~~CD~~ – Acceptance of Request for New Service~~IRS~~ to this RIO Agreement.³

A Facilities Based Operator or Service Based Operator which uses switching or routing equipment to provide telecommunication services to the public and which submits this Acceptance of Request for New Service~~IRS~~ to SingTel shall be known as the **Requesting Licensee. The Requesting Licensee, by submitting the Acceptance of Request for New Service~~IRS~~, will become bound by the provisions of Part 1 of this RIO Agreement, including the representations and warranties contained in clause 34.**

The Requesting Licensee is:

[Name of company:

Company registration number:

Having its registered office at:]

The Requesting Licensee holds the following telecommunications system license:

[~~—to be listed~~]

The Requesting Licensee is licensed to provide the following telecommunications services:

[~~—to be listed~~]

The Requesting Licensee's designated contact person is:

[]

The Requesting Licensee requests the following New Service~~IRS~~:

[]

The Requesting Licensee requests the following additional forms of interconnection:

[As specified in Schedule 1 of the RIO]

SingTel may amend the Requesting Licensee's credit, security and insurance requirements at its discretion.

The Requesting Licensee must provide to SingTel along with its Acceptance of Request ~~for~~ New Service~~IRS~~, at its sole cost and expense, the following creditworthiness, security and insurance information:

~~—Accounts;~~

~~Tax Returns for the previous three (3) Financial Years;~~

- A full list of Holding Companies, Subsidiaries, Shareholders and Directors;
- A statement of current Paid-Up Capital;

- Evidence of the insurance required under clause 21 of the RIO Agreement.;
- ~~Such other information as SingTel specifies from time to time.~~

SingTel may amend the Requesting Licensee's credit, security and insurance requirements in accordance with the RIO Agreement~~at its discretion.~~

If the paid up capital of the Requesting Licensee is less than S\$1,000,000, ~~then SingTel may request, and~~ the Requesting Licensee must provide a banker's guarantee in the form of Attachment D to this RIO from a bank reasonably acceptable to SingTel or a security deposit, equivalent to the value of 2.5 times the value of Services likely to be acquired by the Requesting Licensee on a monthly basis under the RIO Agreement., ~~a banker's guarantee in a form, and from a bank, approved by SingTel in addition to the other security and insurance requirements.~~

~~If SingTel reasonably requires further information from the Requesting Licensee for the purposes of assessing the Requesting Licensee's Request for New IRS, the Requesting Licensee agrees to comply with SingTel's request for further information within five (5) Business Days, or sooner if required for the purposes of compliance with the Authority's timetable for the implementation of interconnection agreements.~~

ATTACHMENT D: FORM OF BANKERS GUARANTEE

