

**SINGAPORE
TELECOMMUNICATIONS
LIMITED**

**REFERENCE
INTERCONNECTION
OFFER**

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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:

- 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 (**COP**).
- B. Subsection 5.3.1 of the COP requires Dominant Licensees to submit a proposed Reference Interconnection Offer (**RIO**) to the Authority for approval. This RIO was submitted on 30 October 2000.
- C. This RIO is in two parts – the first outlines the 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.

PART 1 – PRE-SUPPLY ARRANGEMENTS

1. REQUEST FOR INTERCONNECTION RELATED SERVICES

- 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**) contained in this RIO Agreement, that FBO or SBO must submit a written request (**Request for IRS**) to SingTel (and the Authority) in the form provided at Attachment B – Request for IRS.
- 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 shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Request for IRS, will become bound by the provisions of this Part 1 of the RIO, including the representations and warranties contained in clause 5.
- 1.3** The Requesting Licensee's Request for IRS must specify:
- (a) the IRS 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;
 - (d) a designated contact person;
 - (e) the creditworthiness, security, and insurance information as detailed in clause 22; and
 - (f) such other information as specified in Attachment B – Request for IRS.
- 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.

- 1.5 Unless otherwise agreed or, if and until SingTel rejects the Request for IRS under clause 4.1, SingTel and the Requesting Licensee will use their reasonable endeavours to implement the accepted prices, terms and conditions of this RIO Agreement within, subject to clause 2, seven (7) Calendar Days of the receipt of the Request for IRS.
- 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 a **RIO Agreement**.
- 1.7 If both the Requesting Licensee and SingTel agree, the assistance of a representative of the Authority can be sought in assisting them negotiate the implementation of a RIO Agreement.
- 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.

2. CONFIDENTIALITY AGREEMENT

- 2.1 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.
- 2.2 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.

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.

4. ASSESSMENT OF REQUESTS

- 4.1 SingTel may reject a Request for IRS 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 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 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.

4.2 If SingTel rejects a Request for IRS under this clause 4 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.

4.3 If SingTel notifies the Requesting Licensee that it accepts the Request for IRS, the Requesting Licensee must immediately execute this RIO Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1 By submitting a Request for IRS, the Requesting Licensee represents and warrants that:

- (a) it has power to enter into and observe its obligations under this RIO Agreement; and
- (b) it has in full force and effect the authorisations necessary to enter into this 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 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) 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
- (g) except where clause 5.3 applies, it is not a trustee of any trust or settlement; and
- (h) 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.

5.2 SingTel represents and warrants that:

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

5.3 Where the Requesting Licensee is a trustee of a trust or settlement it will be a condition precedent to this 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 this RIO Agreement and has an appropriate right of indemnity out of trust assets in respect of its liability under this RIO Agreement.

5.4 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 5.

6. ADDITIONAL IRS

6.1 Additional IRS are IRS as defined in this RIO Agreement, but which are not currently being supplied to the Requesting Licensee. If the Requesting Licensee requests an Additional IRS from SingTel, the request must be in the form of the application form provided as Attachment C – Request for Additional IRS to this RIO.

6.2 On receipt of a Request for Additional IRS:

- (a) the procedures in clauses 1, 2, 3 and 4 and the warranties in clause 5 will be deemed to apply in relation to a Request for Additional IRS; and
- (b) the Parties will negotiate in good faith to ensure 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 Additional IRS. 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 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.

7. NEW IRS

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

7.2 On receipt of a Request for New IRS:

- (a) the procedures in clauses 1, 2, 3 and 4 and the warranties in clause 5 will be deemed to apply in relation to a Request for New IRS;

(b) the Parties will negotiate in good faith to ensure 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 IRS. 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.

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

8. EFFECT OF VARIATION OF SINGTEL'S RIO

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

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

SINGAPORE TELECOMMUNICATIONS LIMITED

PART 2 – REFERENCE INTERCONNECTION OFFER

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:

- 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.
- 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.
- C. SingTel is under obligations pursuant to the Code of Practice (**COP**) 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.
- D. Pursuant to the COP, this RIO Agreement sets out the terms and conditions upon which SingTel will supply IRS to the Requesting Licensee.
- 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 in respect of which a Request for IRS has been accepted by SingTel, and on the terms and conditions set out in this RIO Agreement.
- F. The Parties acknowledge that a Third Party may not rely on this RIO Agreement to obtain similar benefits from either Party.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS, INTERPRETATION AND STRUCTURE

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.

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.

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.

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 it is no longer a RIO Agreement, but an Individualised Agreement under the COP.

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

2. SCOPE OF AGREEMENT

2.1 Subject to clause 3.1, the following Interconnection Related Services (**IRS**) 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 (**UNSS**), 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.

2.2 This RIO Agreement does not apply to the supply of IRS where the Requesting Licensee is not of a class of operator to which that IRS is expressed to apply under this RIO Agreement.

3. SUPPLY OF IRS

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

- (a) requested by the Requesting Licensee in a Request for IRS 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.

4. COMMENCEMENT AND DURATION

4.1 This RIO Agreement shall be submitted to the Authority as soon as practicable after the Effective Date.

4.2 This RIO Agreement shall commence on the Effective Date and, without prejudice to clause 14, shall continue in force for 3 years from the 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.

5. CHARGES

- 5.1** The Requesting Licensee shall pay to SingTel the Charges 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 to the Requesting Licensee, SingTel may recover these costs from the Requesting Licensee.
- 5.3** For Charges which are determined by the Authority, the Charges contained in Schedule 9 shall apply for three (3) years from the COP Date, subject to review and adjustment by the Authority, except where otherwise specified in this RIO Agreement.
- 5.4** If there is a difference between a Charge for an IRS specified in Schedule 9 and a Charge determined by the Authority, the charge determined by the Authority shall prevail.
- 5.5** The Charges for an IRS will vary as a result of an approval, order, direction, determination or requirement of the Authority.
- 5.6** 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, SingTel shall make any necessary alterations to Schedule 9 so that it accords with such determination.

6. PAYMENT

- 6.1** 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.
- 6.2** The Requesting Licensee shall bear and pay all Taxes. 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.

6.3 Invoices are due and payable in Singapore Dollars.

6.4 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 SingTel Party to properly allocate payments received.

6.5 The Parties shall comply with Schedule 10 in relation to all aspects of the billing, settlement and dispute of payment under this RIO Agreement.

6.6 The Requesting Licensee shall, whenever requested by SingTel, deposit with SingTel such sums or such further or additional sums as may be requested by SingTel from time to time in respect of any IRS. 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 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 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.

7. ONGOING INFORMATION REQUIREMENTS

7.1 The obligations of each Party to provide information to the other Party are as set out in this clause 7, 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.

- 7.2 Each Party shall provide the other Party on a timely basis with all agreed information reasonably required to determine Charges to be billed by SingTel to the Requesting Licensee.
- 7.3 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 provided under this RIO Agreement as the other Party may from time to time reasonably require.
- 7.4 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 its disclosure will result in the Disclosing Party being significantly and competitively disadvantaged.
- 7.5 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.
- 7.6 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.

8. NETWORK PROTECTION AND SAFETY

- 8.1 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 the operation of the other Party's Network.

8.2 The Parties will manage their Networks to minimise disruption to IRS and, in the event of interruption or failure of any IRS, will restore those 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 IRS by the other Party:

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

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

8.3 The Requesting Licensee shall not use or permit the use of any IRS, or install, connect, link or use (or permit the installation, connection, linking or use) any telecommunications equipment in contravention of any 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.

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

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.

10. NETWORK ALTERATIONS AND CHANGES

10.1 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.

- 10.2** 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.
- 10.3** 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. 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.
- 10.4** 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.
- 10.5** The Parties agree to fully cooperate and consult with each other on the implementation of Network Changes and to keep each other informed of the steps involved, with a view to minimising, and if possible, eliminating any disruption to the 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.
- 10.6** SingTel has the right to modify, change or substitute underlying technology or the specifications of the IRS to improve the functioning or performance of the IRS or the SingTel Network provided that such modifications do not materially adversely alter the functioning or performance of the IRS supplied to the 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.
- 10.7** Nothing in this RIO Agreement may be construed to preclude SingTel from using, modifying or substituting such of its equipment for other of its equipment as reasonably required to provide any of the IRS within the scope of this RIO Agreement.

11. QUALITY OF SERVICE

11.1 SingTel shall:

- (a) treat the Interconnect Calls of the Requesting Licensee in the same manner as it treats similar types of calls within its own Network; and
- (b) maintain and repair faults on Interconnection Links in the same manner as it maintains similar Plant and repairs similar faults within its Network.

12. SUSPENSION

12.1 Subject to clause 12.2, SingTel may suspend this RIO Agreement or any Schedule of this RIO Agreement by providing notice to the Requesting Licensee if:

- (a) a Party's Network adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety; or
- (b) a Party's Network or the supply of an IRS to the Requesting Licensee under this RIO Agreement may pose an imminent threat to life or the property of the other Party; or
- (c) a failure, interruption, disruption or congestion occurs of or in any telecommunications network, system or services (whether of SingTel or any other person); or
- (d) the 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 IRS) for which the Requesting Licensee has been invoiced or billed or requested to make any payment in respect thereof; or
- (e) if, in SingTel's opinion, the Requesting Licensee attempted to use, is likely to use, or has used any IRS supplied under this RIO Agreement (whether with or without the authorisation and/or permission of SingTel) in contravention of any Law; or
- (f) compliance with legal or regulatory obligations requires immediate action; or

- (g) continued operation of this RIO Agreement would be unlawful or would pose an imminent threat to life or property; or
- (h) any information provided or representation made by the Requesting Licensee to SingTel is untrue, false, misleading or inaccurate.

12.2 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 SingTel will notify the Authority and request the Authority's consent to such suspension, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case SingTel may immediately suspend the operation of this RIO Agreement or Schedule.

12.3 If the Authority issues an order granting in whole or in part the request under clause 12.2, SingTel may immediately suspend (indefinitely or for such period of time as SingTel may consider appropriate) 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 Requesting Licensee.

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

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

13. TERMINATION

13.1 Subject to clause 13.2, SingTel may terminate the entire RIO Agreement, or any Schedule of this RIO Agreement by providing notice to the Requesting Licensee if:

- (a) the Requesting Licensee ceases to be an FBO or SBO that use 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 IRS under a Schedule; or
- (c) a lease in respect of Co-location Space under Schedule 8A terminates such that the minimum Interconnection requirements under Schedule 1 are no longer met; or
- (d) the 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 IRS) for which the Requesting Licensee has been invoiced or billed or requested to make payment in respect thereof); or
- (e) the Requesting 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 Requesting Licensee ceases to carry on business, or any action is taken by any creditor of the Requesting Licensee to recover, realise or enforce any security over any assets of the Requesting Licensee or to enforce any judgment against the Requesting Licensee; or
- (f) continued operation of this RIO Agreement would be unlawful or would pose an imminent threat to life or property; or
- (g) if, in SingTel's opinion, the Requesting Licensee attempted to use, is likely to use, or has used any IRS (whether with or without the authorisation and/or permission of SingTel) in contravention of any Law; or
- (h) any information provided or representation made by the Requesting Licensee to SingTel is untrue, false, misleading or inaccurate.

13.2 Prior to terminating this RIO Agreement or any Schedule, in full or to the extent necessary, SingTel will notify the Authority that it proposes to terminate this RIO Agreement or one or more Schedules, and request the Authority's consent to such termination, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case SingTel

may immediately terminate the operation of this RIO Agreement or one or more Schedules.

- 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.
- 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 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 SingTel shall upon termination become immediately due and payable to SingTel (including minimum subscription amounts if an IRS is terminated prior to the end of any minimum subscription period);
 - (b) the Requesting Licensee shall immediately return to SingTel at its own expense all SingTel equipment, facilities, plant and other property used under this RIO Agreement or in relation to that Schedule in good working condition, fair wear and tear only excepted;
 - (c) the Requesting Licensee shall immediately remove all of the Requesting Licensee's equipment, facilities, plant and other property located on SingTel's premises used under this RIO Agreement or in relation to that Schedule;
- 13.5** SingTel shall be entitled to charge the Requesting Licensee the cost incurred by SingTel in repossessing or acquiring a replacement of any SingTel equipment, facilities, plant and other property which the Requesting Licensee has failed to return under clause 13.4 within 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** SingTel may remove the Requesting Licensee's equipment, facilities, plant and other property located on SingTel's premises if not removed by the Requesting Licensee within 14 days after the date of termination.
- 13.7** If the SingTel RIO is revoked by the Authority, this RIO Agreement will automatically and immediately terminate.

- 13.8** If the Authority removes an IRS supplied under this RIO Agreement from being an IRS or exempts SingTel from supplying an IRS, SingTel may immediately terminate the supply of such IRS and those aspects of this RIO Agreement which relate to such IRS, by giving written notice to the Requesting Licensee.
- 13.9** On termination of this RIO Agreement, all IRS, leases, licences and other rights conferred on the Requesting License under this RIO Agreement shall immediately terminate
- 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.
- 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.
- 13.12** Notwithstanding the termination or expiry of this RIO Agreement clauses 6, 15, 16, 21, 23 and 27 inclusive shall continue in full force and effect.
- 13.13** SingTel's right to terminate or suspend performance of this RIO Agreement or Schedule pursuant to this clause 13 is without prejudice to any other rights or remedies available to SingTel.

14. FORCE MAJEURE

- 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**).

- 14.2** 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**).
- 14.3** 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.
- 14.4** 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.
- 14.5** To the extent that the Party affected by force majeure shall not provide all or part of the 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.
- 14.6** 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.
- 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.

15. LIMITATION OF LIABILITY

15.1 Unless otherwise provided under this RIO Agreement, 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.

15.2 In performing its obligations under this RIO Agreement, SingTel's only obligation is to exercise the reasonable skill and care of a competent telecommunications operator.

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.

15.4 Subject to clauses 15.2 and 15.3 if a 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 S\$1,000,000 for any one event or series of connected events and S\$3,000,000 for all events (connected or unconnected) during the term of this RIO Agreement.

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

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

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1** 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.
- 16.2** 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.

- 16.3** 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.
- 16.4** 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.
- 16.5** The Requesting Licensee shall be responsible and liable for obtaining and maintaining in the Requesting Licensee's name and at the Requesting Licensee's expense all licences, permits, consents, waivers, authorisations and intellectual property or other rights required for the provision of any service or the installation or the use of any equipment (including SingTel Equipment) in conjunction therewith for the entire duration during which the IRS are provided or made available to the Requesting Licensee.
- 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.

18. CALLING LINE IDENTIFICATION (CLI)

- 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.
- 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.
- 18.3** The Parties may use CLI disclosed to it under clause 18.1 and clause 18.2 for its own purposes but may not provide such CLI to Third Parties other than for the following purposes:
- (a) routing a Call;
 - (b) reconciliation and billing;
 - (c) disclosure to Called Parties as part of the provision of calling number display services;
 - (d) disclosing CLI to law enforcement agencies to assist in malicious call identification;
 - (e) disclosing CLI to an Emergency Service Organisation for the purpose of identifying and tracing an Emergency Call;
 - (f) where the Parties mutually agree to the disclosure to a Third Party on such terms and conditions thereof; or
 - (g) where the Authority may specify or so direct the disclosure.
- 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.
- 18.5** The Parties will bar CLI in accordance with the CLI presentation and restrictions fields (**CLIP/CLIR**) within the signalling message.

- 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.
- 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.
- 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.
- 18.9** 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.

19. RECIPROCITY

- 19.1** If and to the extent requested by SingTel, the Requesting Licensee must offer to provide IRS which fall within the scope of this RIO Agreement to SingTel on the same terms and conditions as SingTel provides the equivalent IRS to the Requesting Licensee.

20. FORECASTS AND CAPACITY

- 20.1** The Requesting Licensee shall supply to SingTel Forecasts in accordance with this RIO Agreement.
- 20.2** The Requesting Licensee must provide all Forecasts in good faith and use all reasonable endeavours to ensure that Forecasts are accurate.
- 20.3** Where SingTel receives a Forecast and considers 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, SingTel and the 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) 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 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, 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.

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 a reputable insurance company reasonably acceptable to SingTel for the term of this RIO Agreement:

- (a) a broad form public liability policy of insurance to the value of at least S\$20 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.

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 B – Request for IRS.

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 information 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. The Requesting Licensee must provide the amended Security Requirement within twenty (20) Business Days of receipt in writing of the amended Security Requirement.

22.4 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.

23. CONFIDENTIALITY

[The clause shall be amended in accordance with any amendments required to be made to the MCA]

23.1 Notwithstanding any provision in this RIO Agreement and unless otherwise provided in the COP, the Parties shall not reveal, make known or divulge to any Third Party in any manner howsoever the contents of this RIO Agreement (in full or in part) 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 it pursuant to this RIO Agreement; or
- (b) comes to its knowledge or into its possession in connection with this RIO Agreement.

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

23.3 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.

23.4 Neither Party shall use or copy the Confidential Information of the other Party except for the purposes of this RIO Agreement, or disclose or communicate, cause to be disclosed or communicated or otherwise make available such Confidential Information to any Third Party other than its directors, officers, employees, agents, contractors, representatives or advisers to whom disclosure is necessary (**Authorised Persons**) for the purposes of this RIO Agreement.

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.

- 23.6** 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 either, at the Receiving Party's option:
- (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; or
 - (b) the Receiving Party shall obtain a written undertaking from the Authorised Person(s) to comply with the terms of this RIO Agreement as if the Authorised Person(s) is a party hereto.

The Receiving Party shall take all steps available to it to enforce such obligations of confidentiality.

- 23.7** A 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** 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 Confidentiality Agreement.

23.10 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 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 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 without similar restrictions from a source other than the Disclosing Party, as evidenced by written records; or
- (c) is or has been lawfully disclosed to a Receiving Party by a third party without an obligation of confidentiality.

23.12 Except as otherwise provided in this clause 23, a Receiving Party may disclose the Confidential Information of the Disclosing Party only as agreed between the Parties except for:

- (a) a disclosure authorised in writing by the Disclosing Party to the extent of that authority; or
- (b) any disclosure in accordance with a directive issued by the Authority or any judicial, statutory or governmental agency; or
- (c) a 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 the 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) disclosures made to Emergency Services Organisations;
- (e) disclosures made to any arbitrator or expert appointed to resolve disputes under this RIO Agreement; or
- (f) disclosures 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 The Receiving Party shall inform the Disclosing Party of any disclosures to Third Parties not already authorised in writing by the Disclosing Party as soon as is reasonably practicable after such disclosure.

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.

23.16 Confidential Information provided by one Party to the other Party is provided for the benefit of that Party only. 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.

- 23.17** 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 make any further use of such Confidential Information nor retain such Confidential Information in any form whatsoever.
- 23.18** 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** 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.

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 IRS, the Requesting Licensee is liable to SingTel in respect of the relevant Charges for IRS supplied by SingTel under this RIO Agreement that form part of, or are incidental to, the provision of the Requesting Licensee's services.

25. REQUESTING LICENSEE'S REPRESENTATIONS AND COMMUNICATIONS

- 25.1** The Requesting Licensee may advise its customers that IRS are provided by SingTel to the Requesting Licensee, but the Requesting Licensee must not represent that SingTel participates in the provision of the Requesting Licensee's services.
- 25.2** Where the Requesting Licensee communicates with a Customer of either Party, such communications must not attribute to 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 Requesting Licensee to engage in unethical, misleading or deceptive conduct.

25.3 The Requesting Licensee, its representatives and agents, must not represent expressly, impliedly, or by omission or implication that:

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

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.

26.2 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.

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.

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:

[]

29. ENTIRE AGREEMENT

29.1 This RIO Agreement represents the entire understanding between the Parties concerning the provision of the 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.

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 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 IRS.

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.

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.

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.

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

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 9.

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

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 A

MODEL CONFIDENTIALITY AGREEMENT

[To be inserted upon approval by the Authority]

ATTACHMENT B

REQUEST FOR IRS – SINGTEL REFERENCE INTERCONNECTION OFFER

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**) 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 Request for IRS to SingTel shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Request for IRS, will become bound by the provisions of Part 1 of this RIO Agreement, including the representations and warranties contained in clause 5.

SingTel may reject this Request for IRS 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:

[]

The Requesting Licensee is licensed to provide the following telecommunications

services:

[]

The Requesting Licensee's designated contact person is:

[]

The Requesting Licensee requests the following IRS:

[]

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, 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 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 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, 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 C

REQUEST FOR ADDITIONAL IRS

Additional IRS are 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 IRS covered by the RIO, it must submit this written Request for Additional 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 Request for Additional IRS to SingTel shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Request for Additional IRS, will become bound by the provisions of Part 1 of this RIO Agreement, including the representations and warranties contained in clause 5.

The Requesting Licensee is:

[Name of company:

Company registration number:

Having its registered office at:]

The Requesting Licensee holds the following telecommunications system license:

[]

The Requesting Licensee is licensed to provide the following telecommunications

services:

[]

The Requesting Licensee's designated contact person is:

[]

The Requesting Licensee requests the following additional IRS:

[]

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 Request for Additional 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 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 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 D

REQUEST FOR NEW IRS

New IRS are IRS which were not previously included in this RIO Agreement. SingTel may from time to time amend its RIO to include such New IRS. If this RIO Agreement is amended to include New IRS which the Requesting Licensee wishes to acquire, the Requesting Licensee may request such New IRS from SingTel. The request must be in the form of this application form provided as Attachment D – Request for New 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 Request for New IRS to SingTel shall be known as the **Requesting Licensee**. The Requesting Licensee, by submitting the Request for New IRS, will become bound by the provisions of Part 1 of this RIO Agreement, including the representations and warranties contained in clause 5.

The Requesting Licensee is:

[Name of company:

Company registration number:

Having its registered office at:]

The Requesting Licensee holds the following telecommunications system license:

[]

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

[]

The Requesting Licensee's designated contact person is:

[]

The Requesting Licensee requests the following New 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 Request for New 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 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 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.