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# Individualised Interconnection Agreement

**Singapore Telecommunications Limited**

**[Requesting Licensee]**

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**Dated :** 14 May 2007

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## **Parties**

- 1 **Singapore Telecommunications Limited (SingTel)**, company registration number 199201624D, a company incorporated in Singapore and having its registered office at 31 Exeter Road, Comcentre, Singapore 239732
  - 2 **(Requesting Licensee's details)**
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## **Background**

- A SingTel is a Facilities Based Operator licensed by the Authority to establish, install, operate and maintain a telecommunication system in Singapore.
- B The Requesting Licensee is a Facilities Based Operator (**FBO**) licensed by the Authority to use switching or routing equipment to provide telecommunication services to the public.
- C The Requesting Licensee has connected its telecommunications system to the StarHub Network and agrees to connect its telecommunications system via the StarHub Network to SingTel's Network in accordance with the terms and conditions set out in this Agreement.

The Parties agree

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## **1 Defined Terms and Interpretation**

### **1.1 Definitions in the Dictionary**

A term or expression starting with a capital letter which is defined in the Dictionary in Attachment A (**Dictionary**), has the meaning given to it in the Dictionary.

### **1.2 Interpretation**

The interpretation clause in Attachment A (**Dictionary**) sets out rules of interpretation for this Agreement.

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## **2 Structure of this Agreement**

### **2.1 Structure**

This Agreement incorporates the following:

- (a) this main body, which sets out the general terms and conditions that apply to the supply of all Services;
- (b) the Attachments to the main body, including:
  - (i) Attachment A – Dictionary; and
  - (ii) Attachment B – Banker's Guarantee; and
  - (iii) Attachment C – Charges;

- (c) Schedule 1 – Call Origination Service, which sets out the specific terms and conditions that apply to the Call Origination Service.

## 2.2 Inconsistency

If there is any inconsistency between any of the documents listed in clause 2.1, then the order of precedence (unless expressly stated to the contrary) is as follows:

- (a) this main body, which will prevail over any other document;
- (b) Attachment C – Charges;
- (c) Schedule 1 – Call Origination Service; and
- (d) the Attachments, other than Attachment C – Charges.

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## 3 Commencement, Term and Review

### 3.1 Commencement

- (a) As soon as reasonably practicable following the execution of this Agreement by both Parties, SingTel will submit this Agreement to the Authority for approval in accordance with sub-section 6.4.2.2 of the Code (**Approval Request**).
- (b) This Agreement commences on the date it is approved by the Authority (**Effective Date**).
- (c) If the Authority does not respond to an Approval Request within 21 Calendar Days of receipt of such a request, this Agreement will be deemed to have been approved by the Authority in accordance with sub-section 6.4.2.2 of the Code and will commence 21 Calendar Days after the date of the Approval Request.

### 3.2 Term

- (a) This Agreement commences on the Effective Date and continues in full force and effect until the earlier of:
  - (i) the expiry or termination of the SingTel Licence where SingTel is not simultaneously granted another licence of that type;
  - (ii) the expiry or termination of the Requesting Licensee's Licence where the Requesting Licensee is not simultaneously granted another licence of that type;
  - (iii) the termination of this Agreement by a Party in accordance with clause 17 or any other right at law; or
  - (iv) 1 year from the Effective Date,(**Initial Term**).
- (b) Subject to mutual agreement, the term of this Agreement may be extended on an annual basis.

### 3.3 Review

- (a) If the Authority modifies the minimum interconnection obligations in sub-sections 5.4 to 5.4.8 of the Code during the term of this Agreement, SingTel will, by giving the Requesting Licensee reasonable notice in writing, amend the Agreement as is reasonably required to give effect to the Authority's modifications.
- (b) SingTel may review and modify this Agreement by giving 30 Calendar Days prior written notice to the Requesting Licensee. If the Parties fail to agree to modify this Agreement or execute a replacement agreement upon the expiry of the notice, this Agreement may be terminated by either Party giving 14 Calendar Days written notice to the other Party, subject to clause 17.2.

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## 4 Obligations of the Requesting Licensee

- (a) During the term of this Agreement, the Requesting Licensee must:
  - (i) remain directly interconnected with StarHub's Network, failing which the Requesting Licensee must inform SingTel immediately;
  - (ii) must provide SingTel with minimum 1 month notice prior to making any changes to or terminating its interconnection with StarHub that would affect the supply of services under this Agreement;
  - (iii) not, and must use reasonable endeavours to ensure that other persons do not, interfere with, or attempt to interfere with, the operation of:
    - (A) a Service; or
    - (B) SingTel's Network
  - (iv) ensure that the Requesting Licensee's Equipment complies with any applicable technical standards in accordance with industry practice and functions properly;
  - (v) comply with all laws, regulations, standards and codes applicable to the Requesting Licensee's business; and
  - (vi) comply with all laws, relevant directions, decisions and orders issued by the Authority from time to time.
- (b) By entering into this Agreement, the Requesting Licensee represents and warrants that:
  - (i) it has power to enter into and observe its obligations under this Agreement;
  - (ii) it has in full force and effect the authorisations necessary to enter into this Agreement, observe obligations under it and allow it to be enforced;
  - (iii) its obligations under this Agreement are valid and binding and are enforceable against it in accordance with its terms;
  - (iv) the information provided by it to SingTel is complete, true and correct, and not deliberately misleading;
  - (v) it has connected its telecommunications system to the StarHub Network and will maintain such connection for the term of this Agreement; and

- (vi) except where clause (c) applies, it is not a trustee of any trust or settlement.
- (c) Where the Requesting Licensee is a trustee of a trust or settlement, it will be a condition precedent to this 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 Agreement and has an appropriate right of indemnity out of trust assets in respect of its liability under this Agreement.

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## 5 Supply of Services

The Requesting Licensee agrees to acquire, and SingTel agrees to supply, the Services in accordance with the terms and conditions set out in this Agreement.

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## 6 Charges

- (a) The Requesting Licensee must pay SingTel the Charges as specified in Attachment C – Charges.
- (b) SingTel may propose a variation to the existing Charges or propose new charges for inclusion under Attachment C – Charges by giving 30 Calendar Days written notice to the Requesting Licensee. Upon receipt of written notice by the Requesting Licensee, the Parties must negotiate in good faith on the revision of the Charges or inclusion of new charges (as the case may be). If the Parties fail to agree on the revised Charges or inclusion of the new charges within 30 Calendar Days of the receipt of the written notice by the Requesting Licensee, either Party may terminate this Agreement by giving 7 Calendar Days written notice to the other Party, subject to clause 17.2.

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## 7 Billing and Payment

### 7.1 Invoices

- (a) SingTel will issue an Invoice to the Requesting Licensee for each Billing Period.
- (b) SingTel will use reasonable endeavours to provide each Invoice to the Requesting Licensee within 28 Calendar Days of the end of the relevant Billing Period.
- (c) Invoices are due and payable in Singapore Dollars.
- (d) All Charges specified in this Agreement are exclusive of GST unless expressly stated otherwise. GST will be added, where applicable, to all or any part of the Charges under this Agreement.
- (e) SingTel may invoice the Requesting Licensee for any Charges previously omitted or understated on an Invoice by including those Charges in a subsequent SingTel Invoice issued within six months of the issuing of the first-mentioned Invoice.
- (f) All Invoices must be:
  - (i) paid by cheque, banker's draft, cashier's order or electronic transfer directly to the nominated account of SingTel without counterclaim and free and clear of any withholding or deduction; and

- (ii) accompanied by such information as is reasonably required by SingTel to properly allocate payments received.
- (g) Subject to clause 7.2(a), the Requesting Licensee must pay each Invoice by the Due Date.

## 7.2 Billing Disputes

- (a) If the Requesting Licensee, acting in good faith, disputes the Charges in an Invoice (or any portion of it), the Requesting Licensee must notify SingTel in writing within 14 Calendar Days of the date of the Invoice setting out the reasons for the dispute and the amounts in dispute (**Billing Dispute**). For the avoidance of doubt, any Charges in an Invoice that are not subject to a Billing Dispute must be paid by the Due Date.
- (b) The Parties must use reasonable endeavours to promptly resolve any Billing Dispute in accordance with clause 18.

## 7.3 Late Payment

- (a) If a Requesting Licensee fails to pay an Invoice (or any portion of it) by the Due Date, SingTel may charge the Requesting Licensee interest on the overdue amount for each Calendar Day from the Due Date that the Invoice remains unpaid, provided that the rate of interest is equal to 2 per cent above the respective Prime Lending Rates of the Reference Banks at the time (**Late Payment Charge**). For the avoidance of doubt, a Late Payment Charge:
  - (i) will be payable by the Requesting Licensee if an Invoice (or any portion of it) is subject to a Billing Dispute and the disputed amount is determined under clause 18 to have been correctly included in the Invoice; and
  - (ii) will not be payable by the Requesting Licensee if the Invoice (or any portion of it) is subject to a Billing Dispute and the disputed amount is determined under clause 18 to have been incorrectly included in the Invoice.
- (b) SingTel will include any Late Payment Charge in the Invoice for the Billing Period that immediately follows the Billing Period that was the subject of the late payment, except where the Invoice that remains unpaid is subject to a Billing Dispute, in which case SingTel may include the Late Payment Charge in the Invoice for the Billing Period immediately following the determination under clause 18 that the disputed amount was correctly included in the SingTel Invoice.

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## 8 Calling Line Identification (CLI)

- (a) The Parties agree that CLI will be passed between SingTel's Network and the Requesting Licensee's telecommunications system, subject to CLI being forwarded to a Party from another Network with which its Network or system (as the case may be) is connected. The Requesting Licensee must ensure that StarHub forwards CLI to the SingTel Network.
- (b) If a Party requests CLI from the other Party, the originating Network or system, whichever the case, will generate and convey CLI to the first Party to the extent that the originating Network or system has such a capability.
- (c) The Parties may use CLI disclosed to it under clauses 8(a) and 8(b) for the purposes listed in the Authority's Guide for Calling Line Identity and sub-section 3.2.6.2 of the Code.

- (d) The Parties agree to bar CLI in accordance with the CLI presentation and restrictions fields (CLIP/CLIR) within the signalling message.
- (e) Both Parties will be allowed to present CLI to their Customers subject to the CLIP/CLIR fields. No separate compensation between the Parties is payable for the supply of CLI information. The Parties must 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.
- (f) The Parties must comply with the following requirements and safeguards:
  - (i) each Party must not manipulate the CLI of the original Calling Party and the original Calling Party CLI must be passed on in the conveyance of a Call accordingly; and
  - (ii) each Party must not, in the handling of outgoing traffic, manipulate the access code dialled by the Calling Party.

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## 9 Network Protection and Safety

- (a) Each Party is responsible for the safe operation of its own Network or telecommunications system (as the case may be).
- (b) SingTel must, as far as is reasonably practicable, take all necessary steps to ensure that its Network, its system operations and implementation of this Agreement do not damage, interfere with or cause any deterioration in the operation of the Requesting Licensee's telecommunications system.
- (c) The Requesting Licensee must, as far as is reasonably practicable, take all necessary steps to ensure that its system, its system operations, the StarHub Network and implementation of this Agreement do not damage, interfere with or cause any deterioration in the operation of SingTel's Network.

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## 10 Network or System Alterations and Changes

- (a) A Party may make Network Changes (other than a change explicitly permitted by this Agreement) at any time provided that it complies with this clause 10.
- (b) This clause 10 only applies where a Party proposes to undertake a Network Change (**Altering Party**), which makes it necessary to change the hardware or software, including interface software, of the other Party's Network or system in order to maintain the satisfactory interworking of the Altering Party's Network or system with the Network or system of the other Party, as the case may be. This includes, but is not limited to, changes in configuration or call routing arrangements.
- (c) The Altering Party must notify the other Party as soon as is reasonably practicable of a proposed Network Change. The period of notice must be at least 6 months. Such notice must, as far as possible, set out details of the nature, effect, technical details and potential impact on the other Party's Network or system of the proposed Network Change, as well as such other information as the other Party reasonably requires. This notice period does not apply where the Authority requires implementation of Network Changes, in which case the applicable notice period will be the notice period specified by the Authority.
- (d) The Altering Party will be solely responsible for the reasonable and direct cost of such changes in the other Party's Network or system, and will pay to the other



Party such costs. This does not apply when the Network Change is required by the Authority, in which case each Party is to bear its own cost.

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## 11 Access and Approvals Required

The Requesting Licensee must, at its own cost, obtain and maintain any authorisation, permission, licence, waiver, registration or consent from any person necessary for SingTel to provide the relevant Service (where such authorisation, permission, licence, waiver, registration or consent is required to be obtained by the Requesting Licensee under its own name).

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## 12 Ongoing Information Requirements

- (a) The obligations of each Party to provide information to the other Party are as set out in this clause 12 or as otherwise agreed in writing between the Parties, and are subject to the requirements of confidentiality imposed by clause 14 of this Agreement.
  - (b) Each Party must provide to the other Party all information expressly required by this Agreement and such other information which is relevant to the Services provided under this Agreement as reasonably required by the other Party from time to time.
  - (c) For the avoidance of doubt, nothing in this 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 14 of this Agreement.
  - (d) Each Party (**First Party**) must, subject to clause 15, indemnify the other Party (**Second Party**) and keep it indemnified against all liabilities, Claims, demands, damages, costs and expenses arising as a consequence of any failure by the First Party to comply with any reasonable condition relating to the use of any information notified to the First Party by the Second Party at the time of disclosure.
  - (e) Nothing in this Agreement obliges 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.
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## 13 Intellectual Property

- (a) The Requesting Licensee acknowledges that nothing in this Agreement constitutes:
  - (i) an assignment of any Intellectual Property of SingTel to the Requesting Licensee; or
  - (ii) a grant of a licence to the Requesting Licensee in respect of any Intellectual Property rights of SingTel or a Third Party.
- (b) SingTel owns all Intellectual Property developed by SingTel under this Agreement or as a result of the provision of the Services (**Developed IP**), except where any part of the Developed IP includes Intellectual Property owned by the Requesting Licensee, in which case the Intellectual Property owned by the Requesting

Licensee continues to be owned by the Requesting Licensee. On SingTel's request, the Requesting Licensee must:

- (i) execute any formal assignment or other document required to give effect to this clause (b) in respect of the Developed IP; and
  - (ii) provide such other reasonable assistance requested by SingTel to perfect, protect, defend or assert its ownership of, or interest in, the Developed IP.
- (c) Subject to clause 15, each Party (**Indemnifying Party**) indemnifies the other Party (**Innocent Party**) against all liability or Loss arising from, and all reasonable costs, charges, and expenses incurred in connection with, any Claim against the Innocent Party arising from the Innocent Party's use of Intellectual Property disclosed or licensed to it by the Indemnifying Party in relation to this Agreement.

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## 14 Confidentiality

- (a) Subject to clauses (b) and (c), each Party must:
- (i) keep confidential, not disclose, and only use the Confidential Information of the other Party for the Approved Purpose; and
  - (ii) not make press or other public announcements or issue press releases about this Agreement or the transactions related to it without the approval of the other Party.
- (b) A Party may only disclose the Confidential Information of the other Party if:
- (i) the other Party consents in advance to the disclosure;
  - (ii) the information is in the public domain other than as a result of a breach of this Agreement or another obligation of confidence;
  - (iii) the disclosure of the Confidential Information of the other Party is to the employees or professional advisers of that Party who have a need to know that information for the purpose of this Agreement and who have agreed to keep it confidential; or
  - (iv) the disclosure of the Confidential Information of the other Party or the making of an announcement is required by law or order of a court of competent jurisdiction, or the rules of a relevant stock exchange.
- (c) If a Party proposes to disclose Confidential Information under clause (b) it must first:
- (i) give the other Party as much prior notice as is reasonably practicable in writing about the disclosure; and
  - (ii) if practicable, consult with the other Party about the contents of the disclosure or announcement.

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## 15 Limitations of Liability

- (a) To the extent permitted by law:

- (i) neither Party is liable for any Consequential Loss, cost, charge or expense incurred by the other Party in connection with this Agreement; and
  - (ii) conditions and warranties implied by custom, the general law or statute are excluded.
- (b) Where SingTel's liability is not excluded under this Agreement, SingTel's liability to the Requesting Licensee for Loss suffered or incurred by it is limited to:
  - (i) S\$5,000 for any one act, omission, event or any one series of related acts, omissions or events giving rise to that Loss; and
  - (ii) S\$10,000 in relation to or arising out of all acts, omissions and events in any 12 month period from the Effective Date.
- (c) Where the Requesting Licensee's liability is not excluded under this Agreement, the Requesting Licensee's liability to SingTel for Loss suffered or incurred by it is limited to:
  - (i) S\$5,000,000 for any one act, omission, event or any one series of related acts, omissions or events giving rise to that Loss; and
  - (ii) S\$10,000,000 in relation to or arising out of all acts, omissions and events in any 12 month period from the Effective Date.
- (d) For the avoidance of doubt, the Requesting Licensee's liability under clause 15(c) is not limited in respect of:
  - (i) any payments of the Charges; and
  - (ii) any payments made or to be made to reimburse SingTel for its costs which are recoverable pursuant to this Agreement.
- (e) Neither Party excludes or restricts its liability for death or personal injury resulting from the negligence of its employees or agents while acting in the course of their employment or agency.
- (f) SingTel is not liable to the Requesting Licensee or any Third Party for any interruption or delay in the provision of the Service or any resulting degradation in the quality or level of service.
- (g) SingTel is not liable for any Loss, damage, Claims, liabilities, restoration or normalisation of the Requesting Licensee's traffic arising in the event of any failure of the Service, connection equipment, Requesting Licensee Equipment or SingTel Equipment or associated equipment.
- (h) Any liability of SingTel to the Requesting Licensee will be reduced to the extent that:
  - (i) the Requesting Licensee has not taken all reasonable steps to minimise its own liability or Loss it has suffered, or is likely to suffer, in relation to an act, omission or event under this clause; or
  - (ii) an act or omission by the Requesting Licensee has contributed to any Loss, damage or Claim incurred or made under this clause.
- (i) The Requesting Licensee must indemnify and keep indemnified SingTel, its employees and agents against any Loss (including Consequential Loss) which

SingTel suffers or incurs in connection with this Agreement resulting directly or indirectly from:

- (i) any act or omission (whether or not negligent) of the Requesting Licensee, its employees, agents or contractors;
- (ii) any Loss or Claim by a Third Party in relation to the supply of a Service or its use by the Requesting Licensee, or any delay or failure to provide a Service; or
- (iii) a breach by the Requesting Licensee, its employees or agents of this Agreement,

other than to the extent that it is the result of the wilful, deliberate or negligent breach of this Agreement by SingTel.

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## 16 Suspension

### 16.1 Rights of Suspension

- (a) Subject to clause 16.1(b) and 16.2, SingTel may suspend this Agreement or the supply of a Service (as the case may be) by providing written notice to the Requesting Licensee if:
  - (i) the Requesting Licensee's telecommunications system has a material adverse effect on the normal operation of SingTel's Network;
  - (ii) the Requesting Licensee's telecommunications system or the StarHub Network causes or, in the reasonable opinion of SingTel, is likely to cause physical or technical harm to any telecommunications network, system, or services;
  - (iii) the Requesting Licensee has committed a Service affecting material breach of this Agreement, SingTel has given 7 Calendar Days notice of such breach and the Requesting Licensee has failed to rectify such breach within that time;
  - (iv) the Requesting Licensee has committed a non-Service affecting breach of this Agreement (including but not limited to a failure to pay a non-disputed Invoice in accordance with this Agreement), SingTel has given 14 Calendar Days notice of such breach and the Requesting Licensee has failed to rectify such breach within that time;
  - (v) the Requesting Licensee is unable to pay its debts, becomes insolvent, or has ceased or threatens 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;
  - (vi) in SingTel's reasonable opinion, the Requesting Licensee attempted to use, is likely to use, or has used any Services supplied under this Agreement in contravention of law;
  - (vii) continued operation of this Agreement would be unlawful;

- (viii) any material information provided or representation made by the Requesting Licensee is untrue, false, misleading or inaccurate and has a material adverse impact on the provision of Services under this Agreement; or
  - (ix) the connection of the Requesting Licensee's telecommunications system to the StarHub Network is suspended, terminated or temporarily disconnected.
- (b) SingTel will only suspend this Agreement or the supply of a Service (as the case may be) to the extent necessary to address the cause of the relevant suspension.

## **16.2 Suspension upon the Authority's Approval**

- (a) Prior to suspending this Agreement or the supply of a Service, SingTel will notify the Authority and request the Authority's written approval of such suspension. SingTel will not suspend this Agreement or a Service without the Authority's approval, except where imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action.
- (b) If the Authority issues an order granting in whole or in part the request under clause 16.2(a), SingTel may immediately suspend (for such period of time as the Authority approves, or indefinitely if the Authority does not specify a period of time) this Agreement or the relevant Service.

## **16.3 Consequences of Suspension**

- (a) Upon suspension of this Agreement or the supply of a Service (as the case may be):
  - (i) the supply of the suspended Service will cease;
  - (ii) the provision of other Services, not covered by the suspension, will continue and not be affected, except where the suspended Service is necessary for SingTel to supply another Service; and
  - (iii) SingTel will not be liable to the Requesting Licensee for any losses or damage that the Requesting Licensee may have suffered as a result of the suspension.
  - (iv) The Requesting Licensee agrees to bear all reconnection and reinstatement charges as set out in Attachment C when a Service is reconnected or reinstated.
- (b) Subject to clause 17.2, if this Agreement or a Service is suspended under this clause 16 for more than 60 Calendar Days, SingTel may terminate this Agreement or Service (as the case may be) with immediate effect by giving the Requesting Licensee written notice.
- (c) Any suspension of this Agreement or a Service under clause 16.1(a) is without prejudice to SingTel's right to subsequently terminate this Agreement.

## **16.4 Suspension for Maintenance Purposes**

SingTel may suspend a Service for a reasonable period if, in the reasonable opinion of SingTel, it is necessary to suspend that Service to carry out any repair, planned maintenance or planned upgrade, of any part of the SingTel Equipment and SingTel has given the Requesting Licensee as much notice as is reasonably practicable.

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## 17 Termination

### 17.1 Rights of Termination

- (a) Subject to clause 17.2, either Party (**Terminating Party**) may terminate this Agreement or the supply of a Service (as the case may be) on written notice to the other Party if:
  - (i) either Party ceases to be a Licensee that supplies telecommunications services to the public;
  - (ii) the other Party has committed a Service affecting material breach of this Agreement and fails to remedy such breach within 7 Calendar Days of receiving notice to do so from the other Party;
  - (iii) the other Party has committed a non-Service affecting material breach of this Agreement (including but not limited to a failure to pay a non-disputed Invoice in accordance with this Agreement) and fails to remedy such breach within 14 Calendar Days of receiving notice to do so from the other Party;
  - (iv) the other Party is unable to pay its debts, becomes insolvent, or has ceased or threatens 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 Party ceases to carry on business, or any action is taken by any creditor of the other Party to recover, realise or enforce any security over any assets of the other Party or to enforce any judgment against the other Party;
  - (v) continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property;
  - (vi) in the Terminating Party's reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service 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 law;
  - (vii) any material information provided or representation made by either Party to the other Party is untrue, misleading or inaccurate and has an adverse material impact on the other Party in relation to its provision of Services under this Agreement; or
  - (viii) the connection of the Requesting Licensee's telecommunications system to the StarHub Network is suspended, terminated or permanently disconnected.
- (b) Subject to clause 17.2 and without prejudice to clause 3.3(b), either Party may terminate this Agreement or a Service (as the case may be) on 60 Calendar Days written notice to the other Party after the Initial Term.

### 17.2 Termination upon the Authority's Approval

- (a) Prior to terminating this Agreement or the supply of a Service, the Terminating Party will notify the Authority that it proposes to terminate this Agreement or a Service and request the Authority's written approval of such termination. The Terminating Party must not terminate this Agreement or a Schedule without the Authority's approval, except where imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action.

- (b) If the Authority issues an order granting in whole or in part the request under clause (a), the Terminating Party may immediately terminate this Agreement or the relevant Schedule (as the case may be) to the extent of the order issued by the Authority by giving written notice to the other Party.

### **17.3 Consequences of Termination**

- (a) On termination of this Agreement:
  - (i) all Charges payable to SingTel under this Agreement up to the date of termination and all other amounts owing by the Requesting Licensee to SingTel under this Agreement will become immediately due and payable;
  - (ii) all Services provided under this Agreement will immediately terminate;
  - (iii) each Party must, at its own expense and for a period of 2 years after the termination of this Agreement, immediately comply with any written notice from the other Party to deliver, destroy or erase any Confidential Information belonging to that Party; and
  - (iv) all leases, licenses and other rights conferred on a Party under this Agreement will immediately terminate.
- (b) On termination of a Service:
  - (i) the supply of the terminated Service will cease;
  - (ii) the provision of other Services, not covered by the termination, will continue and not be affected, except where the terminated Service is necessary for SingTel to supply another Service; and
  - (iii) all leases, licenses and other rights conferred on a Party in respect of the terminated Service will immediately terminate.
- (c) SingTel is not liable to the Requesting Licensee nor to any Third Party for any Loss resulting from, or in connection with, the suspension or termination of this Agreement or a Service provided under this Agreement.
- (d) Any suspension or termination of this Agreement (or a Service provided under it) will not operate as a waiver of any breach by either Party of any of the provisions of this Agreement and will be without prejudice to any rights, liabilities or obligations by either Party which have accrued prior to such suspension or termination.
- (e) Clauses 8 (Intellectual Property), 14 (Confidentiality), 15 (Limitations of Liability), 19 (Insurance) and this clause 17.3 survive termination or expiry of this Agreement together with any other term which by its nature is intended to do so.

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## **18 Dispute Resolution**

- (a) All disputes arising under or pursuant to this Agreement will be resolved in accordance with the dispute resolution process set out in this clause. This dispute resolution process operates without prejudice to any other rights and remedies available to the Parties in respect of any breach of this Agreement.
- (b) A Party seeking to raise an issue in dispute, including a Billing Dispute, must do so in writing to the other Party as soon as practicable, clearly setting out the details of the dispute.



- (c) If the dispute is not resolved by correspondence between the Parties within 10 Business Days of being initially raised under clause (b), the issue in dispute may be escalated to the Inter-Working Group established under clause (d) for discussion. The Party seeking to so escalate the dispute must provide the other Party with 10 Business Days' notice (**Notice Period**) of its intention to do so.
- (d) If the issue is not resolved prior to the expiry of the Notice Period under clause (c), the Parties will promptly form a group comprising an equal number of representatives from both SingTel and the Requesting Licensee to discuss the issue in dispute and work towards its resolution (**Inter-Working Group**). The Inter-Working Group will meet within 10 Business Days of the expiry of the Notice Period under clause (c).
- (e) If, and only if, the Inter-Working Group fails to resolve the dispute within 20 Business Days of its first meeting, either Party may by mutual agreement:
  - (i) refer the dispute to mediation, to be conducted in accordance with clause (f); or
  - (ii) refer the dispute to arbitration, to be conducted in accordance with clause (g).
- (f) The mediation is to be conducted in private and in accordance with the rules of the Singapore Mediation Centre, with each Party bearing its own costs for participation and halving the costs of engaging the mediator. Any agreement on mediation will bind the Parties on its terms. If the parties fail to reach agreement following mediation under this clause, the dispute may be referred by mutual agreement to the arbitration process under clause (g).
- (g) The arbitration will be conducted in private and in accordance with the rules of the Singapore International Arbitration Centre, with each Party bearing its own costs for participation and halving the costs of engaging the arbitrator. The arbitration will be finally resolved in accordance with this procedure and the arbitrator's decision will be binding on the Parties (in the absence of manifest error of fact or law).
- (h) Where the Parties agree to mediate or arbitrate, but fail to reach agreement on the appointment of a mediator or arbitrator for the purposes of this clause, the Parties:
  - (i) may in the case of mediation, refer the matter (by mutual agreement) to arbitration; or
  - (ii) will, in the case of arbitration, agree to the arbitrator being appointed by the chairperson of the Singapore International Arbitration Centre.

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## 19 Insurance

Without limiting either Party's obligations under this Agreement, unless otherwise agreed by SingTel, the Requesting Licensee will have in force and maintain with an insurance company licensed in Singapore for the term of this Agreement a broad form public liability policy of insurance to the value of S\$1 million.

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## 20 Security Requirements

- (a) If the paid-up capital of the Requesting Licensee is less than S\$1,000,000, the Requesting Licensee must, immediately upon the Effective Date, provide SingTel with either a banker's guarantee or security deposit (at the Requesting Licensee's



option) for 2.5 times the amount of the Charges that the Requesting Licensee has incurred or is likely to occur in a month or S\$20,000, whichever amount is greater.

- (b) SingTel may from time to time reasonably request information from the Requesting Licensee to determine the ongoing creditworthiness of, or security required for, the Requesting Licensee. The Requesting Licensee must provide such information to SingTel within 5 Business Days of receipt of a request from SingTel for such information. Depending on the information supplied, SingTel may amend the security requirement in a manner that meets its reasonable security requirements, and provide written notice of the amended security requirement to the Requesting Licensee.
- (c) The Requesting Licensee must provide the banker's guarantee or security deposit (or amended banker's guarantee or security deposit) to SingTel within 20 Business Days of receipt of notice under clause (b). SingTel may treat a failure by the Requesting Licensee to provide a banker's guarantee or security deposit in accordance with this clause 20 as a material breach of this Agreement.
- (d) The Requesting Licensee must not require SingTel to use a banker's guarantee or security deposit it has provided to SingTel towards payment of the Charges. For the avoidance of doubt, the provision of a banker's guarantee or security deposit does not relieve the Requesting Licensee from its obligations to pay the Charges 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 in accordance with the terms of this Agreement.
- (e) SingTel may on reasonable notice in writing to the Requesting Licensee call on the banker's guarantee or use the security deposit (or part of it) to settle any amount due or payable to SingTel by the Requesting Licensee under this Agreement.
- (f) SingTel will return the banker guarantee or security deposit to the Requesting Licensee as soon as reasonably practicable following:
  - (i) termination of this Agreement; or
  - (ii) payment by the Requesting Licensee of all outstanding amounts under this Agreement,whichever is later.

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## 21 General

### 21.1 Force Majeure

- (a) Subject to clause 21.1(b), if a Party is unable to perform an obligation under this Agreement by reason of a Force Majeure Event, that obligation is suspended for the minimum extent and duration of the Force Majeure Event, provided that the Party:
  - (i) gives the other Party prompt notice and reasonable details of the Force Majeure Event and an estimate of the extent and duration of its inability to perform an obligation under this Agreement;
  - (ii) uses reasonable endeavours to minimise or remove the effect of the Force Majeure Event as soon as possible.
- (b) Each Party remains liable:

- (i) for the performance of each obligation, and to comply with and observe each term, of this Agreement that is not affected by the Force Majeure Event; and
  - (ii) to pay all Charges payable in respect of the Services provided during the period of the Force Majeure Event.
- (c) If a Force Majeure Event continues to prevent the affected Party from performing its obligations in whole or in material part for more than 60 Calendar Days from the date of the notification under clause 21.1(a)(i), the other Party may terminate this Agreement by giving 30 Calendar Days' written notice to the other Party.
- (d) If this Agreement is not terminated in accordance with clause 21.1(c), then any obligations outstanding must be fulfilled by the Party affected by the Force Majeure Event as soon as reasonably practicable after the Force Majeure Event has ended, except where the fulfilment of that obligation by the Party is no longer possible or required.

## 21.2 Notices & Communications

- (a) A notice or other communication given under this Agreement including, but not limited to, a request, demand, consent or approval, to or by a Party to this Agreement:
- (i) must be in legible writing and in English;
  - (ii) must be addressed to the addressee at the address or facsimile number set out below or to any other address or facsimile number a Party notifies to the other under this clause:
- if to SingTel:
- Singapore Telecommunications Limited  
31 Exeter Road  
Comcentre III Level 6  
Singapore 239732  
Fax: +65 6848 4113  
Attention: Director (Network Integration and Interconnect)
- if to the Requesting Licensee:
- [Insert address]
- Fax:  
Attention:
- (iii) must be signed by an authorised representative or under the common seal of the sender; and
  - (iv) is deemed to be received by the addressee in accordance with clause 21.2(b).
- (b) Without limiting any other means by which a Party may be able to prove that a notice has been received by the other Party, a notice is deemed to be received:
- (i) if sent by hand, when delivered to the addressee;

- (ii) if by post, 5 Business Days from and including the date of postage; or
  - (iii) if by facsimile transmission, on receipt by the sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent,
  - (iv) but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is deemed to be received at 9.00 am on the following Business Day.
- (c) A facsimile transmission is regarded as legible unless the addressee telephones the sender within 2 hours after the transmission is received or regarded as received under clause (b) and informs the sender that it is not legible.
- (d) In subclauses (a) to (c), a reference to an addressee includes a reference to an addressee's officers, agents or employees.

### **21.3 Governing Law**

- (a) This Agreement is governed by the laws of the Republic of Singapore, including any codes and directions issued by the Authority.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Singapore.

### **21.4 Amendments and Waivers**

- (a) This Agreement may be amended only by a written document signed by the Parties.
- (b) A waiver of a provision of this Agreement or a right or remedy arising under this Agreement, including this clause, must be in writing and signed by the Party granting the waiver. A waiver is only effective in the specific instance and for the specific purpose for which it is given.

### **21.5 Exercise of Rights**

- (a) A single or partial exercise of a right does not preclude a further exercise of that right or the exercise of another right.
- (b) Failure by a Party to exercise a right or delay in exercising that right does not prevent its exercise or operate as a waiver.

### **21.6 Cumulative Rights**

The rights and remedies of a Party under this Agreement are without prejudice to any other right or remedy provided by law.

### **21.7 Further Assurances**

Each Party must do all things reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement.

### **21.8 Entire Agreement**

This Agreement supersedes all previous agreements about its subject matter and embodies the entire agreement between the Parties.

### **21.9 Third Party Rights**

Only a Party is intended to have a right or remedy under this Agreement or obtain a benefit under it.

### **21.10 No Assignment**

The Requesting Licensee may not assign this Agreement or otherwise transfer the benefit of this Agreement or a right or remedy under it, without the prior written consent of SingTel.

### **21.11 Counterparts**

This Agreement may be signed in any number of counterparts and all those counterparts together make one instrument.

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**Execution Page**

Signed as an agreement:

Signed by **KIM YEW PANG**

as authorised signatory for **SINGAPORE  
TELECOMMUNICATIONS LTD:**

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of Kim Yew Pang

\_\_\_\_\_  
Name of witness (print)

Signed by **#INSERT NAME OF SIGNATORY#**

as authorised signatory for **#INSERT NAME OF  
COMPANY#:**

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of **#insert name of signatory#**

\_\_\_\_\_  
Name of witness (print)

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## Attachment A — Dictionary

### 1 Definitions

In this Agreement, unless the context requires otherwise, the following terms have the meanings set out below next to those terms:

**Access Code** means the three or four digit numbers allocated by the Authority to its licensed telecommunications network licensees.

**Act** means the Telecommunications Act (Cap 323), as amended from time to time.

**Agreement** means the main body, Schedules, Attachments and Annexures as described in clause 2.1 of the main body.

**Approved Purpose** means the purpose of interpreting, implementing or exercising a right or performing an obligation under this Agreement.

**Authority** means the Info-communications Development Authority of Singapore and its successors.

**Billing Period** means, unless otherwise agreed in writing, the period of a Calendar Month.

**Billing Unit** means each second of Call Duration.

**Business Day** means any day other than Saturday, Sunday or the gazetted public holiday in Singapore.

**Calendar Day** means any day of the week.

**Calendar Month** means the period from and including the first day of the relevant month until and including the last day of the relevant month.

**Call** means a transmission path through telecommunication systems related to the delivery of a Message and any reference to the conveyance of a Call by a Party means the establishment by that Party of such a transmission path through that Party's Network or system and the conveyance by that Party over such transmission path.

**Call Duration** means at the terminating IGS, the time when the IAM is received to the time when the REL is sent or received, or at the originating IGS, the time when the IAM is sent to the time when the REL is sent or received.

**Call Origination Service** has the meaning given to it in clause 1 of Schedule 1 – Call Origination Service.

**Call Type** means a specific type of Call.

**Called Party** means an end user who receives a Call. The term **Called Party Number** has a corresponding meaning.

**Calling Line Identification** or **CLI** means information identifying the number of the telephone line or apparatus on which a Call originates and which is transmitted between and within Networks.

**Calling Party** means an end user who initiates a Call.

**Capacity** means the amount of 2Mbps E1 links necessary between the gateways of any 2 Licensees.

**CDR** means Call Detail Record.

**Charge** means a fee payable by the Requesting Licensee to SingTel for the Services supplied under this Agreement.

**Circuit Reference** is the distinct reference alphanumeric character used to identify the service.

**CLIP/CLIR** means Calling Line Identification presentation and restrictions fields.

**Claim** means any action, claim, suit or demand or cause of action, including but not limited to, in contract (including a breach of warranty), in tort (including misrepresentation or negligence) or under statute.

**Code** means the Code of Practice for Competition in the Provision of Telecommunication Services issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 4 March 2005, and as amended from time to time.

**Confidential Information** of a Party means all information know-how, ideas, concepts, technology, manufacturing processes, industrial, marketing and commercial knowledge of a confidential nature (whether in a tangible or intangible form) relating to or developed in connection with or in support of the business of that Party (and any matter concerned with or arising out of this Agreement) but does not include:

- (a) information which is or becomes part of the public domain (other than through any breach of this Agreement);
- (b) information rightfully received by the other Party from a Third Party without a duty of confidentiality being owed by that other Party to that Third Party, except where that other Party has knowledge that the Third Party has obtained that information either directly or indirectly as a result of a breach of any duty of confidence owed to the first mentioned Party;
- (c) information which has been independently developed by the other Party; or
- (d) information which is in the possession of, or is known to, the other Party prior to the date of this Agreement, to the extent that the other Party is not bound by any existing obligation of confidentiality in respect of such information to the first mentioned Party.

**Consequential Loss** includes without limitation:

- (a) loss of revenue;
- (b) loss of profit;
- (c) loss of anticipated savings or business;
- (d) loss of data or goodwill;
- (e) loss of value of any equipment, including software;
- (f) Claims of Third Parties; and
- (g) costs and expenses associated with or incidental to any of the above.

**Customer** means, in relation to a Party, a person who is connected to the Party's Network or utilises a telecommunication service provided by that Party.

**Developed IP** has the meaning given to it in clause 13(b).

**Due Date** means the date which is 30 Calendar Days after the date of the SingTel Invoice.

**E1** means a unit of 2Mbps of Capacity.

**Effective Date** has the meaning given to it in clause 3.1(b) of the main body of this Agreement.

**Facilities Based Operator** or **FBO** means the holder of a Facilities Based Operator Licence issued by the Authority under the Act.

**Force Majeure Event** means any event outside the reasonable control of a Party including but not limited to severe and unusual weather, meteorological or astronomical disturbances, lightning, earthquake, storm, fire, flood, explosion, meteor, animal acts, strikes, labour disputes, blockade, war, civil disorder, epidemics, quarantines, embargoes exchange control, frozen or blocked funds, or inability or delay in obtaining governmental or other approvals, consents, permits, licences or authorities.

**Forecast** means an estimate of a Party's anticipated future requirements for a Service for a specified period, in accordance with the terms and conditions of the relevant Schedule.

**GST** means Goods and Services Tax imposed under the Goods and Services Tax Act (Chapter 117A) of Singapore.

**Initial Address Message** or **IAM** means an ISUP initial address message as defined in ITU-T.Rec.Q.762 and ITU-T.Rec.Q.763.

**Initial Term** has the meaning given to it in clause 3.2(a).

**Intellectual Property** means all the rights conferred under statute, common law and equity in and in relation to inventions, designs, trademarks, tradenames, logos and get up, circuit layouts, patent, copyright and any other intellectual property rights.

**Inter-Working Group** has the meaning prescribed in clause 18(d).

**Invoice** means an invoice provided by SingTel to the Requesting Licensee setting out the Charges incurred by the Requesting Licensee in a Billing Period for Services supplied under this Agreement.

**ISDN** means Integrated Services Digital Network.

**ISUP** means ISDN User Part.

**Late Payment Charge** has the meaning given to it in clause 7.3(a) of the main body of this Agreement.

**Licensee** means the holder of a licence under the Act.

**Loss** means any and all losses (including but not limited to indirect or Consequential Loss and loss of profits, business and business opportunities) damages, Claims, liabilities and demands and all expenses, legal and otherwise of whatsoever kind and nature.



**MTP** means a functional block of the common channel signalling as defined by ITU-T Rec Q.700 - Q.704, Q.706 and Q.707.

**Nature of Address (NOA)** has the same meaning as defined in ITU-T Rec Q.762 and ITU-T Q.763.

**Network** refers to a telecommunication system which is used or intended to be used for telecommunications.

**Network Change** means a change to a Party's Network or system, as the case may be, which requires a change to be made to the other Party's Network or system to allow the continuance of the end-to-end conveyance of Calls pursuant to clause 10 of the main body of this Agreement.

**Network Conditioning** means the conditioning, equipping and installation of equipment in SingTel's Network to enable the provision of a Service under this Agreement.

**Network Facilities** in relation to a Party means Facilities that the Party operates or uses, or intends to operate or use, as part of, in or in connection with, a Network or system of the Party, even if another person also operates or uses, or intends to operate or use, some or all of the Facilities.

**Number Level** means the 10,000-number block allocated by the Authority to its licensed telecommunications network licensees.

**Number Level Activation** means the procedure specified in Schedule 2 of this Agreement.

**Origination Charge** means a Charge payable by the Requesting Licensee to SingTel for the provision of the Call Origination Service.

**Party** means either SingTel or the Requesting Licensee, as the case may be.

**Peak Hour** means the time between 0800 hours and 1800 hours, Monday to Friday inclusive, but not including gazetted public holidays.

**Prime Lending Rate** means, in relation to a Reference Bank, on any day, the rate per annum which is the Prime Lending Rate, for Singapore Dollars of that Reference Bank as announced by that Reference Bank from time to time, in force on such date and, for the purposes of this Agreement, a change in such rate will be effective on and from the day on which it is announced or, if such announcement provides for such change to come into effect on a later date, on and from such later date.

**PSTN** means a public switched telecommunications network of a Party.

**Reference Banks** means the principal Singapore offices of The Development Bank of Singapore Limited, Overseas-Chinese Banking Corporation Limited and United Overseas Bank Limited.

**Requesting Licensee** means a Facilities Based Operator which uses switching or routing equipment to provide telecommunication services to the public and which enters into this Agreement with SingTel for the supply of Services.

**Requesting Licensee's Equipment** means any equipment or apparatus owned by the Requesting Licensee.

**Service** means a service supplied by SingTel to the Requesting Licensee under this Agreement, namely the Call Origination Service;

**Services Based Operator** or **SBO** means the holder of a services based operator Licence issued by the Authority under the Act.

**Singapore Dollar** and **S\$** mean the currency of Singapore.

**Singapore International Arbitration Centre** means the centre which can be contacted at 1 Coleman Street, #05-08 Adelphi, Singapore 179803, Tel: (65) 6334 1277, Fax: (65) 6334 4940, or such other address or contact particulars as may be notified from time to time.

**Singapore Mediation Centre** means the centre referred to in the Arbitration Rules of the Singapore International Arbitration Centre, which can be contacted at Third Level, City Hall Building, St Andrews Road, Singapore 178957, Tel: (65) 6332 4366, Fax: (65) 6334 4940, or such other address or contract particulars as may be notified from time to time.

**SingTel Equipment** means any equipment or apparatus owned by SingTel.

**SingTel Network** means the PSTN and ISDN telecommunication systems operated by SingTel.

**SS7** means the CCS No. 7 Signalling System required for transmission and signalling between the Parties.

**StarHub** means StarHub Limited (company registration number 199802208C), an FBO designated as Public Telecommunications Licensee in Singapore.

**Successful Call** means a Call that reaches the Called Party's Network or system via the gateway and receives an Answer [ANM] or a Connect [CON] from a Called Party's Network or system.

**Switch** means the telecommunication apparatus which performs the function of switching and routing of Calls.

**Third Party** means any person or entity other than SingTel or the Requesting Licensee.

**Third Party Network** means the Network owned or operated by a Licensee other than SingTel or the Requesting Licensee;

**Third Party Network Operator** means a Licensee that owns or operates a telecommunications Network in Singapore other than SingTel or the Requesting Licensee.

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## 2 Interpretation

- (a) A term or expression used in this Agreement that starts with a capital letter and is defined in this Dictionary or the relevant Schedule, has the meaning given to it in this Dictionary or the relevant Schedule.
- (b) In this Agreement, unless the context otherwise requires:
  - (i) the singular includes the plural and vice versa;
  - (ii) words which are gender neutral or gender specific include each gender;

- (iii) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
  - (iv) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a government agency;
  - (v) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
  - (vi) a reference to a clause, Party, part or Schedule is a reference to a clause of this Agreement, and a Party, part or schedule to, this Agreement, and a reference to this Agreement includes a Schedule to this Agreement;
  - (vii) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity or a rule of an applicable regulatory authority or stock exchange and is a reference to that law as amended, consolidated or replaced;
  - (viii) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it;
  - (ix) a reference to a party to a document includes that party's successors and permitted assigns;
  - (x) an agreement on the part of two or more persons binds them jointly and severally; and
  - (xi) a reference to an agreement, other than this Agreement, includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing.
- (c) Where the day on or by which something must be done is not a Business Day, that thing must be done on or by the following Business Day.
- (d) Headings are for convenience only and do not affect the interpretation of this Agreement.
- (e) This Agreement may not be construed adversely to a Party because that Party prepared or drafted it.

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## Attachment B — Banker's Guarantee

Singapore Telecommunications Ltd.  
Credit Management Department  
31 Exeter Road,  
Comcentre Podium Block  
2<sup>nd</sup> Storey  
Singapore 239732

Dear Sirs,

Banker's Guarantee No. XXXX for S\$X000-00.

1. In consideration of Singapore Telecommunications Limited (SingTel) having agreed to provide [Company name and Address] (the Customer) with certain services (Services) pursuant to an agreement between SingTel and the Customer, we [banker's name] of [banker's business address] (the Guarantor) hereby unconditionally undertake to pay to SingTel on demand all sums of monies which are due and owing by the Customer to SingTel in respect of all Services whatsoever rendered and all other incidental and ancillary expenses whatsoever therefore incurred and which are due and owing by the Customer to SingTel up to a limit of Singapore Dollars X Thousand Only (the Guarantee).
2. This Guarantee will be valid from X<sup>th</sup> day of X 20XX to the X<sup>th</sup> day of X 20XX and will be automatically renewed on an annual basis until:
  - (ii) the Guarantor is advised by SingTel that the Guarantee is no longer required; or
  - (iii) the Guarantor gives 3 months notice to SingTel by registered mail prior to the expiry date of the current guarantee or any renewed guarantee of its intention not to renew, whereupon the current guarantee or renewed guarantee will automatically expire on the expiry date of the current guarantee or renewed guarantee.
3. Any claim under this Guarantee must be made in writing within 3 Calendar Months from the expiry date.
4. This Guarantee is governed by the laws of the Republic of Singapore.
5. A notification by the President and Chief Executive Officer or an authorised officer of SingTel to the Guarantor that a sum of monies is due and owing by the Customer to SingTel will be deemed to be conclusive in respect thereof.
6. The Guarantor further agrees that it will not be discharged or released from this guarantee by any arrangement made between the Customer and SingTel with or without the Guarantor's assent or by any alteration in the obligations undertaken by the Customer or by any forbearance whether as to payment or otherwise.
7. This Guarantee is not transferable in any form whatsoever.

Dated this Xth day of X 2006.

Signed by:

(Bank officer)

or and behalf of

(Name of banker)