

**SINGAPORE
TELECOMMUNICATIONS
LIMITED**

**ASIA ACCESS TELECOM PTE
LTD**

INTERCONNECTION

AGREEMENT

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THIS INTERCONNECTION AGREEMENT (AGREEMENT)

MADE ON: 19 January, 2001

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: Asia Access Telecom Pte Ltd (**AAT**), company registration number 200001325W, a company incorporated in Singapore and having its registered office at 50 Kallang Avenue, #09-01 Noel Corporate Building, Singapore 339505.

(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. AAT has been granted a licence as a Services Based Operator (**SBO**) that uses switching or routing equipment to provide telecommunications services to the public.
- C. The Parties agree to interconnect the SingTel Network to AAT's Network in accordance with this Agreement. SingTel agrees to supply and AAT agrees to acquire the IRS specified in clause 2, and on the terms and conditions set out in this Agreement.
- D. The Parties acknowledge that a Third Party may not rely on this Agreement to obtain similar benefits from either Party.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS, INTERPRETATION AND STRUCTURE

1.1 In this Agreement, except where otherwise specified, words and expressions have the meanings set out in Schedule 6 – Dictionary, and this 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 Agreement:

The main body of this Agreement;

Schedule 1 Virtual Interconnection;

Schedule 2 Origination, Termination & Transit;

Schedule 3 Charges;

Schedule 4 Billing;

Schedule 5 Dispute Resolution;

Schedule 6 Dictionary.

1.3 In the event of an inconsistency between the main body of this 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 Agreement;

(b) Schedule 3 (**Charges**);

(c) the other Schedules;

(d) the Annexes;

(e) the Attachments.

2. SCOPE OF AGREEMENT

2.1 Subject to clause 3.1, the following Interconnection Related Services (**IRS**) are covered by this Agreement and terms and conditions of supply by SingTel to AAT as set out in the relevant Schedules:

(a) Virtual Interconnection between the SingTel Network and AAT's Network, in accordance with Schedule 1;

- (b) Origination, Termination and Transit (**OT&T**) of network traffic between SingTel's Network and AAT's Network, in accordance with Schedule 2;

3. SUPPLY OF IRS

- 3.1** SingTel agrees to supply to AAT on the prices, terms and conditions set out in this Agreement those IRS listed in clause 2.1.

4. COMMENCEMENT AND DURATION

- 4.1** This Agreement shall be submitted to the Authority as soon as practicable after execution by the Parties.

- 4.2** This Agreement shall commence on the Effective Date and, without prejudice to clause 14, shall continue in force until the earlier of:

- (a) the expiry or termination of the SingTel Licence where SingTel is not simultaneously granted another licence of that type; or
- (b) the expiry or termination of AAT's Licence where AAT is not simultaneously granted another licence of that type; or
- (c) the termination of this Agreement by a Party in accordance with clause 13 hereof or other right at law; or
- (d) 28 September 2006.

5. CHARGES

- 5.1** AAT shall pay to SingTel the Charges specified from time to time in Schedule 3.
- 5.2** If SingTel incurs additional costs outside those envisaged by the Charges Schedule in the provision of IRS to AAT, SingTel may recover these costs from AAT.
- 5.3** For Charges which are determined by the Authority, the Charges contained in Schedule 3 shall apply until 28 September 2006, subject to review and adjustment by the Authority, except where otherwise specified in this Agreement.

- 5.4** If there is a difference between a Charge for an IRS specified in Schedule 3 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 3 so that it accords with such determination.

6. PAYMENT

- 6.1** All Charges in this 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 Agreement.
- 6.2** AAT shall bear and pay all taxes. If AAT 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, AAT 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) of the Party receiving the payment;
 - (b) subject to Schedule 4, paid without counterclaim and free and clear of any withholding or deduction; and
 - (c) accompanied by such information as is reasonably required by SingTel to properly allocate payments received.

- 6.5** The Parties shall comply with Schedule 4 in relation to all aspects of the billing, settlement and dispute of payment under this Agreement.
- 6.6** AAT 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. AAT shall not require SingTel to apply any sum deposited with SingTel in payment of its Charges. A deposit does not relieve AAT 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 AAT with SingTel for so long as any IRS (notwithstanding that it has been suspended) continues to be provided or made available to AAT.
- 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 AAT.

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 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 AAT.
- 7.3** Each Party shall also provide to the other Party the information expressly required by this Agreement and such other information which is relevant to IRS provided under this Agreement as the other Party may from time to time reasonably require.
- 7.4** For the avoidance of doubt, nothing in this 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 by 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 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 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 Agreement.

8.3 AAT 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 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 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 4.

- 10.5** The Parties agree to fully cooperate and consult with each other on the implementation of Network Charges 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 AAT. 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 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 Agreement.

11. QUALITY OF SERVICE

11.1 SingTel shall:

- (a) treat the Interconnected Calls of AAT 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 Agreement or any Schedule of this Agreement by providing notice to AAT 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 AAT under this 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) AAT is in material breach of this Agreement (including any IRS provided under this Agreement), including, but not limited to failure to pay SingTel any sum (whether in respect of any one or more IRS) for which AAT has been invoiced or billed or requested to make any payment in respect thereof; or
- (e) if, in SingTel's opinion, AAT attempted to use, is likely to use, or has used any IRS supplied under this 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 Agreement would be unlawful or would pose an imminent threat to life or property; or
- (h) any information provided or representation made by AAT to SingTel is untrue, false, misleading or inaccurate.

12.2 SingTel will only suspend this Agreement or any Schedule to the extent necessary to address the relevant event. Prior to suspending this 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 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 Agreement, or Schedule, or those parts of this Agreement or Schedule covered by the Authority's order by giving written notice to AAT.

12.4 Where any IRS has been suspended (whether or not at AAT's request), AAT 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 Agreement or Schedule supplied under this Agreement, is suspended under clause 12 for more than sixty (60) Calendar Days, SingTel may, subject to clause 13.2, terminate this Agreement or Schedule (as the case may be) with immediate effect by giving AAT written notice.

13. TERMINATION

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

- (a) AAT ceases to be an SBO that use switching or routing equipment to supply telecommunication services to the public;
- (b) AAT is in material breach of this Agreement (including any IRS provided under this Agreement, including, but not limited to failure to pay SingTel any sum (whether in respect of any one or more IRS) for which AAT has been invoiced or billed or requested to make payment in respect thereof); or
- (c) AAT 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 AAT ceases to carry on business, or any action is taken by any creditor of AAT to recover, realise or enforce any security over any assets of AAT or to enforce any judgment against AAT; or
- (d) continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property; or
- (e) if, in SingTel's opinion, AAT 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

- (f) any information provided or representation made by AAT to SingTel is untrue, false, misleading or inaccurate.
- 13.2** Prior to terminating this Agreement or any Schedule, in full or to the extent necessary, SingTel will notify the Authority that it proposes to terminate this 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 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 Agreement, the Schedule(s) or those parts of this Agreement or Schedules covered by the Authority's order by giving written notice to AAT.
- 13.4** In the event that this Agreement or Schedules under this Agreement is terminated:
- (a) all sums due or accruing due or payable to SingTel under this 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) AAT shall immediately return to SingTel at its own expense all SingTel equipment, facilities, plant and other property used under this Agreement or in relation to that Schedule in good working condition, fair wear and tear only excepted;
 - (c) AAT shall immediately remove all of AAT's equipment, facilities, plant and other property located on SingTel's premises used under this Agreement or in relation to that Schedule;
- 13.5** SingTel shall be entitled to charge AAT the cost incurred by SingTel in repossessing or acquiring a replacement of any SingTel equipment, facilities, plant and other property which AAT 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 AAT's equipment, facilities, plant and other property located on SingTel's premises if not removed by AAT within 14 days after the date of termination.
- 13.7** If the Authority removes an IRS supplied under this 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 Agreement which relate to such IRS, by giving written notice to the AAT.
- 13.8** On termination of this Agreement, all IRS, leases, licences and other rights conferred on AAT under this Agreement shall immediately terminate.
- 13.9** On termination of this 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.
- 13.10** Termination or expiry of this Agreement or Schedule shall not be deemed a waiver of a breach of any term or condition of this 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.
- 13.11** Notwithstanding the termination or expiry of this Agreement clauses 6, 15, 16, 21, 23 and 27 inclusive shall continue in full force and effect.
- 13.12** SingTel's right to terminate or suspend performance of this 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 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 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 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 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 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 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 Agreement may not be terminated under this clause.

- 14.7** If this Agreement is not terminated in accordance with the provisions of clause 14.6 of this 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 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 Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.

- 15.2** In performing its obligations under this 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 Agreement.

- 15.4** Subject to clauses 15.2 and 15.3 if a Party is in breach of any of its obligations under this Agreement to the other Party (excluding obligations arising under this 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 Agreement.

- 15.5** Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence.
- 15.6** AAT 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 AAT or its use by AAT 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 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 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 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 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 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 Agreement or otherwise in connection with this 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 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 Agreement.
- 16.5** AAT shall be responsible and liable for obtaining and maintaining in AAT's name and at AAT'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 AAT.

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 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, AAT must offer to provide IRS which fall within the scope of this Agreement to SingTel on the same terms and conditions as SingTel provides the equivalent IRS to AAT.

20. FORECASTS AND CAPACITY

- 20.1** AAT shall supply to SingTel Forecasts in accordance with this Agreement.

20.2 AAT 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 AAT 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) AAT 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 Agreement, unless otherwise agreed by SingTel, AAT will have in force and maintain with a reputable insurance company reasonably acceptable to SingTel for the term of this 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 Agreement.

- 21.2** On SingTel's request, AAT 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** AAT must provide, at its sole cost and expense, to SingTel, and maintain for the term of this Agreement, the security requirements detailed in Attachment A – Security Requirements.

- 22.2** AAT 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 Agreement; and
- (b) payment of all outstanding amounts under this Agreement.

- 22.3** SingTel may from time to time require information to determine the ongoing creditworthiness of, or security and insurance required for, AAT. AAT 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 AAT. AAT 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 AAT to provide information or an amended Security Requirement in accordance with clause 22.3 as:

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

23. CONFIDENTIALITY

- 23.1** Notwithstanding any provision in this 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 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 Agreement; or
- (b) comes to its knowledge or into its possession in connection with this Agreement.

whether such Confidential Information is received before during or after the date of this 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 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 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 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 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 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 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 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 Agreement, no news releases, public announcements or any other form of publicity concerning this Agreement or the terms of this 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 Agreement; or

- (b) known to the Receiving Party on a non-confidential basis prior to disclosure under this 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 Agreement or any amendment, modification or alteration of this Agreement;
 - (ii) under or pursuant to the IDA Act or the Telecom Act or under the SingTel and/or AAT's 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 Agreement;
- (d) disclosures made to Emergency Services Organisations;
- (e) disclosures made to any arbitrator or expert appointed to resolve disputes under this 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 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 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 Agreement. The obligation to maintain confidentiality of the Confidential Information provided hereof and the undertakings and obligations in this Agreement shall continue for five (5) years upon the expiry or termination of this Agreement.

23.19 This 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 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 4 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 AAT acknowledges and agrees that notwithstanding any failure by one of its Customers to pay in respect of an IRS, AAT is liable to SingTel in respect of the relevant Charges for IRS supplied by SingTel under this Agreement that form part of, or are incidental to, the provision of AAT's services.

25. AAT'S REPRESENTATIONS AND COMMUNICATIONS

25.1 AAT may advise its customers that IRS are provided by SingTel to AAT, but AAT must not represent that SingTel participates in the provision of AAT's services.

25.2 Where AAT 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 AAT to engage in unethical, misleading or deceptive conduct.

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

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

26. ASSIGNMENT

26.1 This Agreement shall be binding upon and enure 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 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 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 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 Agreement or the exercise of any other right or remedy. Subject to clause 15 and any other clauses of this Agreement specifying an exclusive remedy, the rights and remedies provided in this 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 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 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 AAT:

Asia Access Telecom Pte Ltd
50 Kallang Avenue
#09-01 Noel Corporate Building
Singapore 339505

Fax:- 295 9227
Attn:- Managing Director

29. ENTIRE AGREEMENT

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

29.2 This 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 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 Agreement.

30.2 The Parties acknowledge that nothing in this 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 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 Agreement shall be held to be illegal, invalid or unenforceable in any respect under any applicable law, then the remainder of this Agreement, or the application of such provision to other situations or circumstances shall not be affected, and the Parties agree to amend this 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 Agreement and all documents contemplated by it, except where this 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 Agreement shall be deemed to constitute a partnership between the Parties.

33.2 If either Party appoints an agent for the purposes of this 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 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 Agreement will be resolved in accordance with the Dispute Resolution Procedures set out in Schedule 5 with the exception of Billing Disputes which will be dealt with in accordance with Schedule 4.
- 35.2** The Parties will comply with the Dispute Resolution Procedures in relation to any disputes which arise under this Agreement.

36. AMENDMENTS

- 36.1** Any variation to this Agreement will only be valid if:
- (a) the variation is made in writing as agreed by the Parties and approved by the Authority; or
 - (b) it is expressly provided that a specified provision can be amended by SingTel upon the giving of notice to AAT, in which case the agreement of AAT will not be required for SingTel to make the amendment.

37. REPRESENTATIONS AND WARRANTIES

- 37.1** By entering into this Agreement, AAT represents and warrants that:
- (a) it has power to enter into and observe its obligations under this Agreement; and
 - (b) 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; and
 - (c) its obligations under this Agreement are valid and binding and are enforceable against it in accordance with its terms; and

- (d) any information provided by it to SingTel is complete, true and correct, and not misleading; and
- (e) the most recent audited Accounts of AAT 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 AAT or in the consolidated financial position of AAT and its Subsidiaries and Holding Companies since the date on which the audited Accounts of AAT and audited consolidated Accounts of AAT and its Subsidiaries and Holding Companies were last prepared; and
- (g) except where clause 37.3 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.

37.2 SingTel represents and warrants that:

- (a) it has power to enter into and observe its obligations under this Agreement; and
- (b) 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.

37.3 Where AAT is a trustee of a trust or settlement it will be a condition precedent to this Agreement coming into force and effect that AAT, the directors of AAT 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 AAT 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.

37.4 AAT 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 37.

SIGNED as an agreement.

SIGNED by

as authorised signatory for **SINGAPORE
TELECOMMUNICATIONS LIMITED** in the
presence of:

Signature of

Signature of witness

Name of witness (print)

SIGNED by

as authorised signatory for **ASIA ACCESS
TELECOM PTE LTD** in the presence of:

Signature of

Signature of witness

Name of witness (print)

ATTACHMENT A

SECURITY REQUIREMENTS

AAT must provide to SingTel, 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 Agreement;
- Such other information as SingTel specifies from time to time.

SingTel may amend AAT's credit, security and insurance requirements at its discretion.

If the paid up capital of AAT is less than S\$1,000,000, then SingTel may request, and AAT 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 AAT for the purposes of assessing AAT's creditworthiness, AAT agrees to comply with SingTel's request for further information within five (5) Business Days.