

Cover Sheet

CCS Services Agreement

This Telecommunication Services Agreement ("**Agreement**") consists of this Cover Sheet with below following "**Services**";-

Mobile Service Application Form (MSAF),

Mobile Rental Service Application Form (MRAF),

Equipment and Service Plan Undertaking Agreement Form (EUAF)

Services Registration and Application Form (SRAF) (includes 1505 IDD service, VQ IDD service, ICF (International Call-Forwarding) Service, Auto IVR Callback service, and R Tone)

and the attached General Terms and Conditions, as the same may be amended or supplemented from time to time, and is made on 20th day of April, 2008 (the "**Effective Date**") between **Connecting Communication & Solutions Pte Ltd** (Company Registration No.: 199802399C) ("**Supplier**") of 63 Kaki Bukit Place #05-01 Singapore 416234 and the following customer in relation to the Services and particulars set out below:

Mobile Service Application Form (MSAF)

Mobile Service Application Form			
Customer Information			
Applicant / Company Name			
Company Address			
Billing Address			
Authorized Contact Person	Designation		
Contact Number	Office	Home	Mobile
E-mail Address			
NRIC No.	Business Registration Number		
Payment Information			
Bank	Please complete the original direct debit authorization (DDA) form and mail to us. The Customer is fully responsible for successful deduction by setting the bill via cheque. (Subject to approval)		
CREDIT	Payment by cheque to be enclosed with payment to Connecting Communication & Solutions Pte. Ltd. (Please clearly write Applicant's company name & A/C Number on reverse side of cheque)		
Subscription Data			
Customer A/C Code	Registration Date		
Mobile Phone Number	Delivery Date		
Service Registration	Contact Number		
Remarks			
Declaration			
<p>I, "I/We" agree to subscribe for CCS Mobile Services on the following terms and conditions, which terms and conditions shall apply on CCS acceptance of this application, including any amendments CCS may make from time to time to these terms and conditions.</p> <p>I/We acknowledge that "I/We" have read and understood the above terms and conditions, and that the terms and conditions may be viewed at http://www.ccs.com/terms.</p> <p>I/We acknowledge and agree to CCS its right to bill and collect from "I/We" the fees and charges under this Customer Agreement and "I/We" shall pay all fees and charges to CCS.</p> <p>I/We confirm that all information given by "I/We" in connection with this application is true and correct.</p> <p>Sign for and on behalf of the "Applicant / Authorized Person"</p>			
Signature of Applicant / Company representative		Company Stamp	Date (dd/mm/yy)

 **Connecting Communication & Solutions Pte Ltd**
63 Kaki Bukit Place #05-01 Singapore 416234 Tel: 685 6748 1737 Fax: 685 6748 4812 Page 4/9

Mobile Service Application Form			
<input type="checkbox"/> New Line	<input type="checkbox"/> Account Transferring to CCS	Agent code	Account code
New Mobile Phone Number		User Name	
Existing / Other Mobile Phone Number		Reconnect	
New SIM Card Number		Supplementary Line	
<input type="checkbox"/> 1-year Plan <input type="checkbox"/> 2-year Plan <input type="checkbox"/> Others		<input type="checkbox"/> SIM Card Only <input type="checkbox"/> SIM Card + Service	
Equipment Model / Brand			
Price Plan * (Price quoted are Subject to GST). Monthly Rent including Tax (24 months)			
<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)
<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)
Mobile Internet Service** (Available only on the following services, each provided upon the specific terms and conditions for the relevant service)			
<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)
<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)
<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)	<input type="checkbox"/> Standard Service (S/P) (S/P)
Other Services Not specified above			
Other Services *			
<input type="checkbox"/> CCS Office Service <input type="checkbox"/> CCS FAX Service <input type="checkbox"/> CCS Mobile Service <input type="checkbox"/> CCS Other Service			
Note: Terms & Conditions may be viewed at http://www.ccs.com/terms			
Bill Address To: <input type="checkbox"/> 685685 / 675685 / 675685 / 675685 <input type="checkbox"/> CCS Service <input type="checkbox"/> Auto Billing <input type="checkbox"/> Date Billing <input type="checkbox"/> 675685 / 675685			
Credit Default Amount		Credit Default Number	
Mobile Internet Service: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable			
Please tick the appropriate box in selection:			
<input type="checkbox"/> Standard Service (S/P) (S/P) <input type="checkbox"/> Standard Service (S/P) (S/P) <input type="checkbox"/> Standard Service (S/P) (S/P)			
Please note that there will be verifiable charges (accumulated monthly based on record of Services used) for Value Added Service and Reconnection Fee apply.			
Signature of Applicant / Company representative		Company Stamp	Date (dd/mm/yy)

 **Connecting Communication & Solutions Pte Ltd**
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Services Registration and Application Form (SRAF) (includes 1505 IDD service, VQ IDD service, ICF (International Call-Forwarding) Service, Auto IVR Callback service, and R Tone)

Registration Form	
<div> <div> <div>CCS IDD (1505) Service</div> <div>CCS VQ IDD Service</div> <div>CCS International Call-Forwarding (ICF) Service</div> <div>CCS Auto IVR Callback Service</div> <div>CCS Mobile Number Subscription (IDD Service)</div> <div>CCS R Tone Service</div> </div> <div> <div>Customer Account Code:</div> <div></div> </div> <div> <div>RATE PLAN:</div> <div></div> </div> </div>	<div> <div>Customer Information</div> <div> <div>Applicant / Company Name</div> <div>Billing Address</div> <div>Installation Address</div> <div>Authorized Contact Person</div> <div> <div>Contact Number</div> <div>Office</div> <div>Res</div> <div>Mobile</div> </div> <div>E-mail Address</div> <div>NRIC No.</div> <div>Business Registration Number (For Mobile & other types of IDD)</div> </div> </div>
<div> <div>Payment Information</div> <div> <div>DATE</div> <div>UNIQUE</div> </div> <div> <div>Please complete the original Direct Debit Authorization (DDA) form and mail to us. The customer is fully responsible for unauthorized deduction, by setting the bill on cheque. (Subject to approval)</div> <div>Payment to cheque to be crossed/ cash payable to Connecting Communication & Solutions Pte. Ltd. (Please write the applicant/company name & UIC number on reverse side of cheque)</div> </div> </div>	
<div> <div>Official Use Only</div> <div> <div>Registration Date:</div> <div>Installation Date:</div> <div>Activation Date:</div> <div>Programming Date:</div> <div>Manager's Approval:</div> <div> <div>Signature Representative:</div> <div>Contact Number:</div> </div> </div> </div>	
<div> <div>Remarks:</div> <div></div> </div>	
<div> <div>Declaration</div> <div> <div>I, (We) agree to subscribe for CCS Services on the following terms and conditions, which terms and conditions shall apply on CCS acceptance of this application, including any amendments CCS may make from time to time to these terms and conditions.</div> <div>I, (We) acknowledge that I, (We) have read and understood the above terms and conditions, and that the terms and conditions may be viewed at: http://www.ccsid.com/terms</div> <div>I, (We) acknowledge and agree to CCS to right to bill and collect from "me" for the fees and charges under this Customer Agreement and I, (We) shall pay all fees and charges to CCS.</div> <div>I, (We) confirm that all information given by "me" in connection with this application is true and correct.</div> </div> </div>	
<div> <div>Signed for and on behalf of the "Applicant / Authorized Person:</div> <div></div> </div>	
<div> <div>Signature of Applicant / Company Representative</div> <div>Company Stamp</div> <div>Date (dd/mm/yyyy)</div> </div>	
<div> <div>Connecting Communication & Solutions Pte Ltd</div> <div>63 Kam Suan Place # 02-01 Singapore 43524 Tel: (65) 6748 1737 Fax: (65) 6748 4812</div> </div>	

Service Information	
<div> <div>For CCS IDD & VQ Services</div> <div> <div>Customer Registered Telephone Numbers</div> <div> <div>Customer Registered Fax / Mobile Numbers</div> <div> <div>SAB</div> <div>MOBILE</div> </div> </div> </div> </div>	
<div> <div>For CCS Auto IVR Callback Service</div> <div> <div>User's Name</div> <div>User's Email Address</div> <div>Employee Registered Mobile Number</div> <div>Official Use Only</div> </div> </div>	
<div> <div>For International Call Forwarding (ICF) Service</div> <div> <div>User's Name</div> <div>User's Email Address</div> <div>Employee Registered Mobile Number</div> <div>Official Use Only</div> </div> </div>	
<div> <div>For CCS R Tone Service</div> <div> <div>User's Name</div> <div>User's Email Address</div> <div>Type of Content / Mobile Number</div> <div>Official Use Only</div> </div> </div>	

Terms & Conditions	
<div> <div>General</div> <div> <div>1. Connecting Communication & Solutions Pte Ltd (CCS) reserves the right to approve/reject the application for CCS account and this authorization is remain in effect until CCS receive written notice from the customer to cancel this authority. Customer reserve the right to terminate the service(s) giving One month notice.</div> <div>2. Activation of service will take between 1 to 3 working days. Application subject to approval by CCS. Customer will notify CCS for any change of billing address.</div> <div>3. Customer who pays bill and subsequently chooses to dispute any amount, term, entry or matter stated therein, must give CCS a written notice of such dispute not later than 14 days from the date of the bill. If CCS does not receive any notice from Customer within such a period, Customer will be deemed to have accepted the charges on the invoice as being accurate.</div> <div>4. In the event that Customer disputes any charges stated in the bill, the Customer must give CCS a written notice of such dispute, and the Customer will have to make the disputed charges on the invoice by the due date, and CCS will settle any dispute over payment in the form of credit refund.</div> <div>5. It is agreed that Customer will undertake to settle all bills promptly by the due date, failing which interest of 20 per month will be levied on the outstanding amount. CCS reserves the right giving 7 days to terminate service if and user has provided false or incomplete information, or user has breached any of the terms and condition in the service agreement.</div> <div>6. CCS reserves the right to suspend or terminate service(s) provided to the customer if payment has not been received by CCS after the payment due date. The Customer will avoid suspension or termination of service(s) provided by effecting for full or disputed portion of the invoice within the due date indicated in the suspension or termination notice.</div> <div>7. The customer shall be responsible and liable and shall indemnify and keep indemnified CCS and/or its agents against all losses and liabilities when using CCS service(s). CCS may change the rates and charges without providing advance notice.</div> <div>8. The Customer shall use the service in accordance with the directions of CCS from time to time and CCS shall not be liable for any losses, damages, claims, liabilities, costs or expenses suffered or incurred by the Customer resulting from the failure by the Customer to do so.</div> <div>9. This agreement is governed by and shall be construed in accordance with the laws of Singapore.</div> <div>10. All charges shall commence immediately upon a successful connected call when the destination party picks up the phone, regardless of whether it's a fix or an roaming machine.</div> <div>11. Customer will be responsible for the charges of the call(s) made accidentally to a wrong number which is a true call and connected.</div> <div>12. CCS reserves the right to call, SMS and email to customer on details of outstanding payment(s) due.</div> <div>13. By completing the registration process for any service provided by CCS, the Customer is deemed to have accepted and agreed to be bound by the terms and conditions, terms of equipment charges and the rates plan agreed upon. Please review the General Terms and Conditions on a regular basis.</div> <div>14. Please kindly refer to Appendix for rates plan agreed upon at time of registration.</div> <div>15. Appendix A For CCS IDD Service</div> <div>16. Appendix B For CCS VQ IDD Service</div> <div>17. Appendix C For CCS International Call-Forwarding (ICF) Service</div> <div>18. Appendix D For CCS Auto IVR Callback Service</div> <div>19. Appendix E For CCS R Tone Service</div> <div>20. For usage of not less than SGD 25.00, CCS will bill the invoice as SGD 25.00.</div> <div>21. For R Tone Service</div> <div>22. For VQ IDD Service and CCS VQ IDD Service</div> <div>23. For CCS Auto IVR Callback Service</div> <div>24. For International Call-Forwarding (ICF) Service</div> </div> </div>	
<div> <div>Signature of Applicant / Company Representative</div> <div>Company Stamp</div> <div>Date</div> </div>	

General Terms and Conditions

- (A) Customer requires the services described on applicable Services of the Cover Sheet from Supplier.
- (B) Supplier is willing to provide the Services and Value Added Services (where applicable) upon the terms and conditions of this Agreement.

1. Services

- 1.1 Scope of Services:** In consideration of the Service Fees, Supplier agrees to provide the Services from Commencement Date, in accordance with the terms of this Agreement.
- 1.2 Value Added Services:** Where requested by Customer, Supplier shall provide the Valued Added Services upon these terms and any applicable Additional Terms for Value Added Services.
- 1.3 Services for benefit of Customer:** The Parties agree that the Services and Value Added Services, where applicable, are provided by Supplier strictly for the use or benefit of Customer and Customer Personnel and no other Third Party (including affiliates of Customer).
- 1.4 No Resale of Services:** Customer shall not be entitled to resell the Services, Value Added Services or any part thereof.
- 1.5 Service standards**
- 1.5.1 In providing the Services and Value Added Services (where applicable), Supplier shall perform its obligations with reasonable skill, care and diligence a reasonable person in Supplier's position would exercise.
- 1.5.2 **Inability to provide services:** Supplier shall give Customer written notice if it becomes aware of any fact or circumstance which will prevent it from providing all or any material part of the Services or Value Added Services, as the case may be, when they are required.
- 1.6 Provision of services:** Supplier may exercise its absolute and independent discretion as to the most appropriate and effective manner of providing the Services and/or Value Added Services and of the use or deployment of applicable resources for the provision of the Services and/or Value Added Services, the configuration of its systems and other resources and the nature and manner of internal support and other resources applied to or deployed for the provision of the Services and/or Value Added Services and, may vary its processes, procedures and all matters referred to in this Clause without prior notification to Customer. Supplier shall at any time be entitled to subcontract or delegate the performance of any or all of its obligations under this Agreement to Telecommunication Carriers and/or other Third Parties and to assign such of its personnel or personnel of a Third Party as it deems appropriate for the purposes of providing the Services and/or Value Added Services.
- 1.7 Restrictions on the Services/Value Added Services:** Customer acknowledges that the provision of the Services and/or Value Added Services may be restricted by the laws and regulations of Singapore and/or of other countries and service agreements prescribed by Telecommunications Carriers. Supplier shall not be responsible for any losses and/or damages which Customer may suffer in consequence of any such restrictions.
- 1.8 General Exceptions:** Supplier shall not be liable for any failure or delay to perform the Services and/or Value Added Services where such failure or delay is due to or caused by any of the Exclusion Events.
- 1.9 Out-of-Scope:** Customer agrees and acknowledges that this Agreement and the Services and/or Value Added Services do not include any of the Excluded Services (unless otherwise agreed by both Parties).

2. Fees

- 2.1** Customer shall pay Supplier the Service Fees and Handset Price for any Purchased Handset. Customer shall only be charged fees in respect of
- 2.1.1 the Services and/or Value Added Services or services that Customer has applied or subscribed for or has utilised; and
 - 2.1.2 the supply of any equipment or materials that Customer has purchased or rented under this Agreement.
- 2.2** Unless otherwise agreed between the Parties, all payments to be made by Customer to Supplier under this Agreement (including without limitation, the Service Fees and any other charges) shall be in Singapore Dollars and shall be made without any set off, counterclaim, deduction or withholding whatsoever.
- 2.3** Where the Service Fees imposed by Supplier on Customer for the Services and/or Value Added Services are based on any particular use (or use for any particular purpose), Customer shall not utilise or permit the Services and/or Value Added Services to be utilised for any other use or purpose without first notifying and obtaining the consent of Supplier thereto and Supplier may impose different fees for such other use or purpose. In the event that Customer fails to notify and obtain Supplier's consent to any change in the purpose for which the Services and/or Value Added Services are used, Supplier shall be entitled to retroactively impose the appropriate fees for such use after discovering the change and/or terminate the Services and/or Value Added Services.
- 2.4 Payment & Invoicing**
- 2.4.1 On Effective Date, Supplier may invoice Customer and Customer shall pay, the Connection Charge and any Handset Price and/or Rental Charges or the applicable portion thereof.
 - 2.4.2 From Commencement Date, Supplier will invoice Customer the following:
 - (i) at any time before the end of a month during the Term and monthly in advance, the Fixed Recurring Fees and any Value Added Services Fee for the next month; and
 - (ii) at any time at the beginning of each month during the Term and monthly in arrears, the Variable Charges for Services and/or Value Added Services delivered in the preceding month.
 - 2.4.3 In addition, where any amounts due to Supplier under this Agreement are one-off payments, Supplier may invoice Customer upon the due date or date of occurrence of the stipulated event and Customer shall pay such amounts in accordance with Clause 2.5.
 - 2.4.4 Supplier may revise or vary, from time to time, any of the billing intervals as may be deemed appropriate and necessary by Supplier.
- 2.5 Due date and method for payment of invoices:** Customer shall promptly pay all invoices issued by Supplier under this Agreement within the time frame set out in the "Services" of Schedule 2 and in the manner set out in "Services" of Cover Sheet and in any case, immediately upon the demand of Supplier (and Supplier may, at its discretion, make demands for payment of invoices issued at any time and for any reason) in any circumstances including the following:
- 2.5.1 where the Service or Value Added Service is terminated either by Supplier or Customer, or where the applicable Service or Value Added Service has, in the sole opinion of Supplier, been abandoned by Customer; or
 - 2.5.2 where the usage of the applicable Service or Value Added Service by Customer is significantly greater than Customer's average use thereof.

- 2.6 Failure to pay:** Without prejudice to Clause 16.2.1(ii), if Customer fails to pay any sum when due **after 'three days' written notice**, Supplier shall be entitled to discontinue or suspend provision of the relevant Services and/or Value Added Services or its performance under this Agreement until payment in full is received, without any liability to Supplier.
- 2.7 Late payment charges:** In addition to any administrative fees as Supplier may prescribe from time to time for late payment, interest at the rate of two per cent. (2%) per month will be imposed on any late payment of amounts due from Customer under this Agreement (including without limitation, the Service Fees), such interest to be calculated daily and compounded in such manner as may be determined by Supplier from time to time and to debit any Account with respect to such interest and to accrue immediately from the date on which the sum ought to be paid up to the date of actual payment.
- 2.8** Supplier may, at its discretion, at any time without the consent of and any notice to Customer transfer any debit or credit balance on any Account to any other Account (or such account between Customer and related entities of Supplier) and for such purpose to make such debit or credit entries as may be appropriate to each such Account.
- 2.9 Taxes:** The Service Fees and Handset Price are exclusive of all or any taxes (including any sales, service, value-added, withholding or use taxes, goods and services tax or any other taxes, duties, levies or like charges applicable), duties and charges imposed or levied by the applicable governmental agencies in connection with the Services and/or Value Added Services or the supply of any equipment or materials (such as Handsets and SIM cards), all of which shall be borne by Customer. Without prejudice to the generality of the foregoing, Customer shall be liable for any new taxes, duties or charges imposed subsequent to the Effective Date.
- 2.10 Third Party Products:** Customer acknowledges and agrees that the Customer may, during the course of or in relation to the Customer's use of a Service or Value Added Service, be provided with the opportunity to obtain Third Party Products. Customer acknowledges and agrees that such Third Party Product Providers are independent of and not within the control of Supplier and Supplier shall not be liable in any way to Customer whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any matter in relation to any Third Party Products provided (including the non-provision of services) by any Third Party Product Provider. Customer shall be solely responsible for obtaining and paying the costs of the Third Party Products and entering into the necessary contracts with the Third Party Product Provider as may be required for or in connection with the provision of the Third Party Product by the Third Party Product Provider.
- 2.11** Supplier shall be entitled to debit any Account for any sum which Customer or Customer Personnel had, through the use of such Services or Value Added Services, agreed to pay (including fees or charges on a recurring basis) or donate or contribute money to any Third Party (including any Third Party Product Provider or charity, association or institution, as the case may be) and which Supplier or Telecommunication Carrier is authorised by such Third Party to collect on such Third Party's behalf, and to pay the sum so debited to such Third Party.
- 2.12** Customer agrees that any dispute relating to any sum debited by Supplier pursuant to Clause 2.11 shall be resolved between Customer and such Third Party in accordance with any applicable terms and conditions as between Customer and such Third Party, save that Supplier may, in its absolute discretion, provide such assistance to Customer as Supplier may deem appropriate.
- 2.13** Subject to Clause 2.14 below and in the absence of fraud or manifest error, each invoice shall be binding and conclusive on Customer and Supplier may rely on such invoice which shall be conclusive evidence against Customer of the accuracy, completeness and truth of all matters

stated in the invoice.

2.14 Billing Disputes: Supplier will use all reasonable endeavours to ensure invoices issued to Customer are clear and accurate. If Customer disputes in good faith the amount in an invoice or any part thereof, Customer must notify Supplier in writing prior to the date on which the payment becomes due, setting out the reasons for the dispute and the exact amount disputed. Supplier will conduct a review of such dispute provided Customer agrees to fully co-operate with Supplier in connection with such review, and Supplier will provide a written response to Customer within 30 days from the date on which the dispute was first notified to Supplier pursuant to this Clause. Where an invoice is in dispute, the undisputed portion shall be paid by the Customer to Supplier within such time as stated in the invoice. If the dispute is resolved (by the agreement of the Parties) in Supplier's favour, Customer shall pay the outstanding portion of all invoiced amounts, and any applicable late payment charges pursuant to Clause 2.7, within such time as is stated in the respective invoices, or two weeks from the date of resolution of the dispute, whichever is earlier. **Where Customer chooses to dispute an amount already paid, Customer may only dispute this amount within 14 days of payment of such amount.** The procedures set out above shall similarly apply. If the dispute is resolved (by the agreement of the Parties) in the Customer's favour, **Supplier shall return to the Customer, the amount agreed by the Parties within one month from the resolution of the dispute.** If the Parties are unable to resolve the matter within 30 days from the date on which the dispute was first notified to Supplier, then either Party may initiate proceedings pursuant to Clause 17.1.

2.15 Deposit: Customer shall deposit and maintain with Supplier the Deposit as security for the due observance and performance by Customer of the terms and conditions herein. Supplier may apply the Deposit or any part thereof in or towards payment of amounts outstanding or for making good any breach of this Agreement on the part of Customer but subject as aforesaid shall be refunded without interest to Customer (less any deductions by Supplier) within **one month of the expiry of this Agreement.** No part of the Deposit may, without the prior written consent of Supplier, be set-off by Customer against any amounts owing to Supplier.

3. New Services

3.1 Customer may from time to time during the Term request Supplier to provide services that are outside the scope of the Services or Value Added Services ("**New Services**").

3.2 Customer shall make all requests for New Services in accordance with Clause 3.3. The Supplier may initiate a proposal, for Customer's consideration, for New Services at any time.

3.3 Request for New Services: Customer shall notify Supplier at least seven days prior to the date of commencement of such New Services, providing full details of the requested New Services. Upon receipt of such request for New Services by Customer, Supplier shall, as soon as reasonably practicable submit to Customer a written proposal specifying what changes will be required to the Service Fees or facilities, personnel, equipment, software and other resources relevant to the proposed New Services.

3.4 Acceptance of proposals: Within seven days after receiving Supplier's proposal, Customer agrees to notify Supplier whether or not it wishes to proceed with the New Services. Where Customer accepts such proposal, Clause 3.5 shall apply.

3.5 Implementation of New Services: The Parties shall execute a written addendum to this Agreement to incorporate the mutually agreed New Service (such addendum to this Agreement to be referred to as a "**New Services Addendum**"). Each New Services Addendum shall be signed by duly authorised representatives of each Party. Upon the execution of a New Services Addendum by the Parties, the New Service which is the subject of the New Services Addendum shall form part of the Services

or Value Added Services, where the case may be, and be subject to this Agreement unless otherwise varied to the extent set out in the New Services Addendum.

4. Customer Requests

- 4.1 Supplier shall not be obliged to provide, carry out or implement any request, order or instruction of Customer to Supplier (whether with respect to any Service, Value Added Service or New Service) ("**Customer Request**") in the absence of any express agreement or confirmation by Supplier to do so. Supplier's acknowledgement of receipt of any Customer Request shall not constitute an agreement or confirmation by Supplier to provide, carry out or implement the same.
- 4.2 Any Customer Request which the Supplier has agreed or confirmed it would provide, carry out or implement shall be provided, carried out and implemented by the Supplier subject to the terms of this Agreement relating thereto and such other terms as Supplier may stipulate, if any, and within such time or period as Supplier may determine having regard to the circumstances and the resources available, notwithstanding any time or period that may have been stipulated therefor by the Customer.
- 4.3 **Cancellation of Customer Request:** Supplier may, at its discretion, impose and charge fees and charges at such rate or in such amount and calculated in such manner as Supplier may determine in respect of any cancellation or revocation of any Customer Request and any Customer Request which is expressed or intended to supersede any earlier Customer Request shall constitute a cancellation of the earlier Customer Request.
- 4.4 **Deferment of Customer Request:** If Customer requests any deferment of the implementation of any Customer Request which Supplier had agreed or confirmed that it would provide, carry out or implement, Supplier may, at its discretion, impose a charge for such deferment at such rate or in such amount and calculated in such manner as Supplier may determine at that time.

5. Changes in Agreement & Service Fees

- 5.1 Supplier may, by providing one weeks' notice to Customer, vary or revise the Service Fees and/or the terms and conditions of this Agreement from time to time and such variation or revision shall take effect as from the date determined by Supplier. Customer's continued use of the Services and/or Value Added Services after such date will constitute acceptance of such variation or revision. Customer shall stop using the Services and Value Added Services if Customer does not accept such variation or revision.

6. Customer Representative

- 6.1 Customer shall appoint a representative which shall be responsible for the management, administration and coordination of this Agreement and the Services and/or Value Added Services to be provided by Supplier and activities to be conducted hereunder, including relationship management, participation in meetings and involvement in issue resolution ("**Customer Representative**"). Customer Representative shall be authorised to bind Customer in all its dealings with Supplier, in the performance of Customer's obligations under this Agreement and in all other matters relating to this Agreement. Customer shall ensure that Customer Representative is suitably qualified and experienced to perform its duties under this Agreement.
- 6.2 Customer Representative shall act as the primary liaison between Customer and Supplier and shall be the conduit through whom all notices, communications, approvals, confirmations, certifications, consents and proposals shall be sent in respect of all aspects of this Agreement, except as may be expressly notified by Customer or Customer Representative from time to time.
- 6.3 Customer shall notify Supplier at least one month in advance, or where this is not possible, then as soon as possible, of any replacement of its Customer Representative.

7. Use of the

- 7.1 Without prejudice to any other express stipulation in this Agreement

Services and/or Value Added Services

relating to use of specific parts or aspects of the Services and/or Value Added Services, Customer agrees:

- 7.1.1 to use the Services and/or Value Added Services in accordance with Supplier's and Telecommunication Carrier's procedures pertaining to the access and use thereof as may be issued by Supplier or Telecommunication Carrier from time to time, including reasonable guidelines and instructions pertaining to operational or administrative matters of the Services and/or Value Added Services;
- 7.1.2 to promptly comply with applicable laws and regulations relating to its use of the Services and/or Value Added Services and not to use the Services and/or Value Added Services for any improper, fraudulent or unlawful purpose, nor allow Customer Personnel to do so;
- 7.1.3 to promptly comply with all notices, instructions or directions given by Supplier, Telecommunication Carriers and regulatory authorities in respect of the installation, use or operation of the Services, Value Added Services, Supplier Equipment, Supplier Software, Handset or any equipment and/or software which relate to Customer's use or access of the Services and/or Value Added Services;
- 7.1.4 ensure that any and all equipment connected to or used in conjunction with the Services and/or Value Added Services is approved for use by regulatory authorities and is connected or used in accordance with applicable laws and regulations and shall obtain the prior written approval of Supplier before connecting (or permitting any person to connect) any equipment to any telecommunications system operated by Supplier or Telecommunications Carriers, or any Supplier Equipment, except where Supplier has dispensed with the requirement for such approval;
- 7.1.5 at Customer's own expense, carry out such additions, improvements, adjustments, modifications, alterations or replacements to any equipment (other than Supplier Equipment) and software (other than Supplier Software) which is connected to any telecommunications system operated by Supplier or Telecommunication Carrier or, to any Supplier Equipment, as and when required by Supplier for the purpose of maintaining the quality or increasing the efficiency of any Services and/or Value Added Services or of efficiently handling the volume or increased volume of telecommunications traffic or for any other purpose whatsoever;
- 7.1.6 install, use and keep all Supplier Equipment in good working condition (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of the manufacturer or distributor thereof and of the Supplier, and shall disconnect or cease to use any such equipment at the request of the Supplier;
- 7.1.7 permit Supplier to upgrade or replace any Supplier Equipment or Supplier Software at any time and shall, at the request of Supplier, promptly return any Supplier Equipment or Supplier Software in exchange for any replacement or upgrade; and
- 7.1.8 retain all Supplier Equipment and Supplier Software at all times in the custody and control of Customer.

- 7.2 If Customer is suspected of using or allowing any of the Services and/or Value Added Services to be used for fraud, misconduct or any other illegal or improper purpose, Supplier will inform the relevant authorities and comply with directions or guidelines issued by such authorities without notice to Customer.

8. Equipment and software

8.1 Handset

8.1.1 Customer shall use only Handsets of the type approved by the relevant regulatory authorities to access the Services and/or Value-Added Services in conjunction with Supplier Equipment and/or Supplier Software.

8.1.2 **Purchased Handset:** Where Customer purchases any Handset from Supplier, the following terms shall apply:

- (i) Supplier agrees to sell, and Customer agrees to purchase the Purchased Handset at the Handset Price subject to the terms and conditions herein;
- (ii) The Purchased Handset supplied will be as detailed in the "Services" of Cover Sheet. Any additions and alterations to the type and quantity of Purchased Handset ordered by Customer shall be subject the payment of any other extra charges payable in respect of such additions and/or alterations as determined by Supplier. Such Purchased Handset is provided at Customer's request and Customer accepts that it is responsible for verifying that such Handset is suitable for its own needs;
- (iii) Customer acknowledges that the Handset Price is a special reduced price and agrees that in the event of Customer's downgrade from Price Plan or termination of Services for any reason whatsoever before the expiry of Minimum Subscription Period, Customer shall pay to Supplier the Downgrade Fee or Termination Fee, as the case may be;
- (iv) The title and the legal and equitable ownership of the Purchased Handset shall not pass to Customer but shall remain vested in Supplier until the full payment of the Handset Price (inclusive of interest, installation and other charges) has been paid to Supplier. Customer shall pay the Handset Price in accordance to Clause 2;
- (v) Unless agreed by Supplier in writing, the Handset Price does not include the costs and expenses in respect of the delivery of the Purchased Handset to Customer, and any such costs and expenses shall be borne by Customer;
- (vi) Except as provided herein, Supplier excludes all other express or implied warranties with respect to the Purchased Handset. Supplier shall transfer to Customer warranties from the manufacturer of the Purchased Handset as may be capable of transfer to Customer. Customer acknowledges and agrees that this Clause 8.1.2 constitutes Customer's sole and exclusive remedy and Supplier's sole and exclusive liability in respect of any defects, faults or failure in or of such equipment. All implied or statutory warranties and all other warranties implied by law as to merchantability, quality or fitness for a particular purpose, or otherwise arising from course of dealing or usage of trade or any other express or implied warranties or representations are excluded. In particular, Supplier does not warrant that any such Handset is fault-tolerant or is designed, manufactured or intended for use for medical or any other purposes for which the failure of such Handset could lead to death or personal injury;
- (vii) ~~Supplier shall not under any circumstances be responsible for any after sales service or customer~~

enquiries, technical support, maintenance services and/or any other obligations or services relating to or in respect of the Purchased Handset; and

- (viii) Customer acknowledges that Supplier will not accept return of any Purchased Handset and will not exchange the Purchased Handset for any other Handset or provide any refund to Customer.

8.1.3 **Rental Handset:** Where Customer leases any Handset from Supplier, the following terms shall apply:

- (i) In consideration of payment of the Rental Charges, Supplier agrees to lease the Rental Handset to Customer for use only with the Services and/or Value-Added Services subject to the terms and conditions herein;
- (ii) Supplier will use best endeavours to deliver the Rental Handset to Customer as soon as possible and may alter or substitute any Rental Handset at any time due to technical or operational requirements. Such Rental Handset is provided at the Customer's request and the Customer accepts that it is responsible for verifying that such Handset is suitable for its own needs;
- (iii) Upon the delivery of Rental Handset, Customer will be granted the right to use such Handset exclusively up till the stipulated return date set out in "Services" of Cover Sheet or the expiry or termination of this Agreement (whichever is earlier) ("**Return Date**") for such Handset. Upon such Return Date, any and all rights of Customer to use the Rental Handset shall revert to Supplier without reimbursement of Rental Charges or any other sums, costs, fees or payments previously made by Customer with respect to or in connection with such Handset;
- (iv) Customer undertakes not to create, allow or enable any charges, liens, pledges, or other encumbrances whatsoever to be placed on or subsist in relation to any Rental Handset;
- (v) Customer shall immediately return to Supplier the Rental Handset in good condition before or on the Return Date; and
- (vi) Supplier shall be entitled to charge Customer any and all costs incurred in repossessing or acquiring replacement for any Rental Handset not returned before Return Date, or acquiring replacement or repair for any Rental Handset returned by Customer in a damaged or defective condition.

8.1.4 **No re-supply:** Customer shall not be entitled to re-supply, make available the use of or lease any Purchased Handset or Rental Handset to any other person or entity, save for Customer Personnel.

8.2 **Supplier Equipment and Supplier Software**

8.2.1 Supplier shall at all times retain the ownership of and title to all Supplier Equipment and Supplier Software and Customer shall not have any ownership, title, security interest or other proprietary or possessory interest in any of the Supplier Equipment or Supplier Software. In particular, the Customer shall not have any right to possess, control, hold title to, change, replace, alter, sell, lease or salvage any of the Supplier Equipment or Supplier Software.

8.2.2 Supplier may from time to time without giving any reason or prior notice, upgrade, modify, alter or remove, whether in whole or in part, the Supplier Equipment, Supplier Software or any information, services or functionality provided therein and shall not be liable if any such upgrade, modification, suspension or alteration prevents Customer from accessing the Services and/or Value Added Services. Notwithstanding any provision in this Agreement to the contrary, Supplier assumes no responsibility or obligation to upgrade or replace any Supplier Equipment or Supplier Software (whether or not consequent to any change or upgrade of any system or network maintained or operated by Supplier or Telecommunication Carrier) to ensure the continuity of any Services and/or Value Added Services.

8.3 Customer must comply with all instructions, notices or directions issued by Supplier or the relevant regulatory authorities in respect of the use or operation of any Handset, Supplier Equipment or Supplier Software in the access of any Services and/or Value-Added Services.

8.4 In the event of any damage to or loss of any of the following or any part thereof whilst in the custody of Customer:

8.4.1 Supplier Equipment;

8.4.2 Rental Handset; and/or

8.4.3 Purchased Handset for which full payment of the Handset Price (inclusive of interest, installation and other charges) has not yet been paid in full to Supplier,

Customer shall pay Supplier on demand the following:

8.4.4 all costs and expenses, including the cost of the replacement parts and the service repair fees, incurred by Supplier to have such equipment returned to the condition before Customer has taken custody; or

8.4.5 where the cost of repairing any such equipment is more than 50% of Supplier's then current list price for such equipment ("**List Price**"), the List Price.

8.5 **Loss, theft or fraudulent use:** Customer shall inform Supplier as soon as possible and within 24 hours in the event where any of Supplier Equipment used in connection to any Services and/or Value-Added Services is lost or stolen, or where dishonest or fraudulent use of any Services and/or Value-Added Services is suspected, otherwise Customer shall continue to be liable for any and all Service Fees charged in connection to any access of Services and/or Value-Added Services.

9. Co-operation of Customer

9.1 Customer undertakes to provide Supplier with all necessary information, documents, support and co-operation that Supplier may reasonably require to enable it to carry out its obligations under this Agreement, including the information, documents, support and co-operation set out in "Services" of Schedule 2.

9.2 Customer understands that Supplier's performance of its obligations under this Agreement is dependent on Customer's timely and effective performance of its obligations under this Agreement, including "Services" of Schedule 2.

9.3 If during the Term, and to the extent that, Customer's failure to perform any of its obligations or responsibilities under this Agreement causes Supplier to fail to perform any of its obligations or responsibilities under this Agreement, Supplier's failure to perform such obligations or responsibilities will be excused and the Supplier shall not be liable for any such failure.

10. Intellectual

10.1 **Intellectual Property Rights vesting in Supplier**

10.1.1 ~~Customer hereby agrees and acknowledges that all~~

Property Rights

Intellectual Property Rights embodied in or relating to Service Materials and Supplier Intellectual Property shall vest at all times in Supplier and are the exclusive property of Supplier, its licensors or service providers. Nothing in this Agreement shall affect Supplier's ownership rights to the Service Materials and Supplier Intellectual Property, and all derivative works thereof created or developed by Supplier or its agents, employees or subcontractors, before, during or after the term of this Agreement, which shall all remain vested in Supplier.

- 10.1.2 Other than as expressly permitted by Supplier or authorised by this Agreement, Customer shall not use, reproduce, publish, adapt, distribute, sell publicly, market or commercially exploit any part or parts of the Service Materials or Supplier Intellectual Property in any manner or by any means anywhere in the world.

10.2 Third Party Products

- 10.2.1 Customer shall procure a sufficiently wide licence for the use of all Works proprietary to a Third Party as is necessary for Customer to make use of or access the deliverables under this Agreement from the owner or licensee of the Intellectual Property Rights in question for use by both Parties in the connection with the Services and/or Value Added Services and any future uses anticipated as part of the Services and/or Value Added Services.

11. Confidentiality & Non-Disclosure

- 11.1 Customer shall not disclose or release to any Third Party any confidential or proprietary information of Supplier received or obtained in the course or for the purposes of this Agreement nor use any such confidential information for any purpose other than the performance of its obligations under this Agreement, without obtaining the prior written consent of Supplier, except for:

- 11.1.1 information which was at the time of disclosure, or thereafter falls, in the public domain without wilfulness or misconduct of Customer;
- 11.1.2 information which, prior to disclosure hereunder, was already in the Customer's possession either without limitation on disclosure to others or subsequently becoming free of such limitation; and
- 11.1.3 information which Customer is required to disclose by law, order of court, or by the rules or regulations of any relevant regulatory or governing body with jurisdiction over Customer.

- 11.2 **Right to Disclose Customer Information:** Customer hereby affirmatively consents to and authorises the use by Supplier in any manner and for any purpose whatsoever or to disclose to any person, any information or data relating to Customer (including Customer Information), any Mobile Phone Number (including any unlisted Mobile Phone Number), any Account or any other information and data provided by Customer to Supplier, including for the purpose of sending commercial messages to Customer by Supplier or Telecommunication Carriers. The provisions of this Clause 11.2 shall constitute a consent of Customer for the purpose of the provisions of applicable laws and regulations (including "*Code of Practice for Competition in the Provision of Telecommunications Services 2005*" issued by the Info-communications Development Authority of Singapore, "*Code of Practice for Market Conduct in the Provision of Media Services*" issued by the Media Development Authority of Singapore and the Spam Control Act (Chapter 311A), and all amendments and revisions thereto from time to time in force), unless otherwise notified in writing by Customer.

- 11.3 The obligations in this Clause 11 shall survive the expiry or termination of this Agreement.

12. Warranties

12.1 Supplier's Warranties

- 12.1.1 Supplier warrants that it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement.
- 12.1.2 **Exclusions:** Supplier does not represent, warrant, guarantee or assume any of the following responsibilities:
 - (i) that the Services and/or Value Added Services and the content, signals or data transmitted through the Services and/or Value Added Services, will be error free, uninterrupted and available at all times. Supplier shall not be liable for any loss or damage which may be caused by the loss or mutilation of any signals or data at any stage of the transmission, whether in progress or completed; and
 - (ii) the performance or suitability of any Purchased Handset or Rental Handset in connection to the use or access of services not provided or offered by Supplier.
- 12.1.3 Except as expressly provided to the contrary in this Agreement, Supplier disclaims all warranties of any kind, whether express or implied, including without limitation, warranties of title, non-infringement, or implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, date compliance or readiness, or of any implied warranty arising from course of performance, course of dealing, usage of trade, or otherwise, with respect to the Services and/or Value Added Services provided under this Agreement or any use thereof by Customer.
- 12.1.4 Customer expressly agrees that the exclusions and limitations of liability under this Agreement (including under Clauses 12.1.2 and 14) are an essential part of the consideration bargained for under this Agreement and that the fees and charges for the Services and/or Value Added Services will be substantially higher in the absence of such exclusions and limitations.

12.2 Customer's Warranties: Customer warrants that:

- 12.2.1 it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement;
- 12.2.2 it shall throughout the Term comply with all relevant statutory regulations and requirements from Supplier or Telecommunication Carrier for the provision of the Services and/or Value Added Services; and
- 12.2.3 it shall throughout the Term maintain and comply with all authorisations, licences, consents and permissions necessary or required for the use, access and/or reception of the Services and/or Value Added Services by Customer.

13. Indemnity

13.1

Customer agrees to indemnify, defend and hold harmless Supplier from and against all claims, proceedings, settlement sums, costs, losses, expenses, damages and other liabilities (including loss of or damage to any property or injury to or death of any person or any legal fees and expenses on a solicitor-client basis), which are or which may be sustained, instituted, made or alleged against, suffered or incurred by Supplier, and which may arise out of or in connection with any of the following:

- 13.1.1 the use or operation by Customer or any person in any way (whether with or without the authorisation and/or permission of Customer) of the Services and/or Value Added Services;
- 13.1.2 any damage to any equipment operated or used, or any disruption or interference with the provision or operation of any

telecommunications service, by Supplier or Telecommunication Carrier arising from the installation and/or use of any equipment by the Customer or any other person (whether with or without the authorisation and/or permission of the Customer);

- 13.1.3 any action, claim or demand that alleges or is based on a claim that any picture, material or statements published or circulated by Customer or any person in the course of the use of any Services or Value Added Services by Customer or any such person infringes the Intellectual Property Rights of any Third Party or constitutes misappropriation or unlawful disclosure or use of any Third Party's trade secrets or confidential information or that such pictures, material or statements gives rise to liability to pay royalty or other compensation;
- 13.1.4 any loss of or damage to or any modification or alteration of any Supplier Equipment or Supplier Software, howsoever caused or occurring at any time after the same shall have been delivered or provided by Supplier to Customer or any person designated by Customer and before the same is returned to the Supplier; and/or
- 13.1.5 the enforcement by Supplier of any rights against Customer under this Agreement and/or any proceedings commenced by Supplier for such purpose.

14. Limitation of Liability

14.1 Subject only to Clause 14.2 below and notwithstanding anything else to the contrary, in the event that Supplier is held or found to be liable to Customer for any matter relating to or arising in connection with this Agreement or the provision of the Services and/or Value Added Services, whether based on an action or claim in contract, negligence, tort or otherwise, **the amount of damages Customer shall be entitled to recover from Supplier (for any and all claims under this Agreement) shall be limited to, in aggregate, an amount equivalent to the Service Fees paid for the three months immediately prior to the first fact or event giving rise to the earliest claim for damages (or if the duration of this Agreement is less than three months prior to such fact or event, then the average Service Fees paid per month for the period that this Agreement has been in effect multiplied by three).**

14.2 Each of the Parties' liability to the other for death or injury resulting from its own negligence or that of its employees or agents shall not be limited or excluded by any of the terms of this Agreement.

14.3 The remedies in this Agreement are Customer's sole and exclusive remedies.

14.4 Notwithstanding Clause 14.1 above, in no event shall Supplier be liable to Customer (whether based on an action or claim in contract, negligence, tort or otherwise) for any of the following:

- 14.4.1 for any loss, damages or expense caused by or attributable in whole or in part to Customer's own act, omission, default or failure to perform its obligations hereunder;
- 14.4.2 any indirect, incidental, consequential, special or exemplary costs, claims, expenses, loss or damages, even if informed of the possibility of such costs, claims, expenses, loss and damage;
- 14.4.3 loss of revenue or business opportunities, lost profit, loss of anticipated savings or business or loss of goodwill, downtime costs; loss of value of any equipment including software;
- 14.4.4 any failure, delay, interruption to or disruption of any Services or Value Added Services in the transmission or reception of any data through any Services or Value Added Services;

~~14.4.5 any defect, deficiency, breakdown or failure of any Supplier~~

Equipment or Supplier Software, or the incompatibility or unsuitability of any Supplier Equipment or Supplier Software in relation to or in conjunction with any other system or equipment (whether used or operated by Customer or any other person);

- 14.4.6 any defect, deficiency or deterioration in the quality of any signal or data transmitted as part of any Services or Value Added Services;
- 14.4.7 any loss, corruption or deletion of any data or information (whether belonging to, provided or stored by the Customer or otherwise) transmitted to or stored in any system or equipment, howsoever caused or arising;
- 14.4.8 any event the occurrence of which Supplier is unable to control or avoid by the use of reasonable diligence, including Force Majeure and the defaults, omissions or actions of any Third Party Product Provider;
- 14.4.9 the disclosure and/or publication by Supplier of any information or data relating to Customer, howsoever caused or arising;
- 14.4.10 the use in any manner and/or for any purpose whatsoever by any person at any time whatsoever and from time to time of any information or data relating to Customer or any Account or transmitted through the use of any Services or Value Added Services; and/or
- 14.4.11 any error, omission or inaccuracy in any information provided by Supplier whether to Customer or any person and whether in any publication or as part of or in connection with any Services, Value Added Services, Supplier Equipment, Supplier Software or otherwise.

15. Term

- 15.1 This Agreement shall commence on the Effective Date and shall continue unless sooner terminated in accordance with this Agreement (the "**Term**").

16. Suspension & Termination

16.1 Suspension or Termination of Services and/or Value Added Services

- 16.1.1 Supplier may suspend (indefinitely or for such period as Supplier may consider appropriate) or terminate any Service and/or Value Added Service (including where Supplier is discontinuing or discontinues such Service and/or Value Added Service) at any time
 - (i) by giving not less than seven days' written notice thereof to Customer and stating its reason(s) for the suspension or termination of the Services and/or Value Added Services and, in circumstances which Supplier deems appropriate, the means by which Customer can avoid such suspension or termination; or
 - (ii) with immediate effect upon Customer's report of any loss, theft or suspected fraud pursuant to Clause 8.3.
- 16.1.2 Where any Service and/or Value Added Service is suspended or terminated, all other Services and/or Value Added Services which can only be provided through such Service and/or Value Added Service would also be suspended or terminated, as the case may be.
- 16.1.3 Service Fees will continue in effect during the period of suspension until the Services and/or Value Added Services are terminated in accordance with this Agreement by either Customer or Supplier.
- 16.1.4 ~~Once a Service and/or Value Added Service is suspended, it~~

may take more than **48 hours to reconnect the Service** and/or Value Added Service and only upon Customer's remedial actions as deemed satisfactory and acceptable by Supplier. Supplier may charge a Reconnection Fee for each line or circuit reconnected, or such other amount as may be specified by Supplier under this Agreement.

- 16.1.5 The suspension or termination of any Service and/or Value Added Service shall not affect the rights of Supplier or the obligations of Customer under this Agreement or any indemnity given by Customer to Supplier thereunder.

16.2 Termination of Agreement

- 16.2.1 Supplier may at any time terminate this Agreement:

- (i) forthwith on giving three days' notice in writing to Customer if Customer commits any Material Breach of any term of this Agreement, and (in the case of a breach capable of being remedied) fails, within four days after the receipt of a request in writing so to do, to remedy such breach;
- (ii) forthwith on giving three days' notice in writing to Customer if Customer fails to pay any sums due under this Agreement (including Service Fees) within the timeframe specified in "Services" of Schedule 2, and such failure continues for four days after receiving Supplier's written reminder to make payment; or
- (iii) forthwith without giving any prior written notice thereof to Customer under any of the following circumstances:
 - (a) Customer causes, or is likely to cause, any imminent physical harm such as failure, interruption, disruption or congestion of or in any telecommunications network, system or services;
 - (b) Customer has perpetrated a fraud on Supplier or Telecommunication Carrier or has conducted itself in a manner which may result in perpetrating a fraud on Supplier or Telecommunication Carrier;
 - (c) it is not in the public interest to continue providing Services and/or Value Added Services to Customer in the opinion of any relevant regulatory authority or law enforcement body, for any reason whatsoever;
 - (d) any resolution is passed by the shareholders of Customer or any proceeding is commenced before any court of competent jurisdiction for the bankruptcy, judicial management, winding-up, liquidation of Customer or the appointment of any receiver over any of the assets of Customer or Customer suspends payment of its debts or makes any proposal or offer of arrangement or composition to all or any class of its creditors with respect to its debts; or
 - (e) any action is taken by any creditor of Customer to recover, realise or enforce any security over any assets of Customer or to enforce any judgment against Customer.

- 16.2.2 **Termination for Convenience:** Customer may terminate any of the Services and/or Value Added Services or this Agreement (with no obligation to pay Termination Fee) no earlier than the expiry of Minimum Subscription Period for convenience, in whole or in part, by giving Supplier not less

than one month written notice. Where Customer terminates any Services or Value Added Services or this Agreement prior to the expiry of the Minimum Subscription Period, Customer shall pay to Supplier the Termination Fee.

- 16.2.3 Customer hereby acknowledges and agrees that the Termination Fee, payable above, is a reasonable amount of fees and that the quantum of the Service Fees and Handset Price was computed by Supplier on the basis of Customer's agreement that it shall, at least up till the expiry of Minimum Subscription Period, use the Services and/or Value Added Services set out in this Agreement.

16.2.4 **Effects of Termination**

In addition to other obligations applicable to Customer in the event of termination or expiry of this Agreement, upon the expiry or termination of this Agreement (howsoever occasioned or for whatever reason):

- (i) Customer shall pay any outstanding invoices and any other payments due as of the date of expiry or termination;
- (ii) Supplier shall be entitled to retain any payment received under this Agreement, and Customer shall not be entitled to any refund of any payments made by Customer;
- (iii) Customer shall within 14 days deliver to Supplier any and all Supplier Equipment and Supplier Software in Customer's possession;
- (iv) Supplier may charge Customer a reasonable sum for work performed (including without limitation for materials and services rendered) in respect of which work no sum has been previously charged or invoiced; and
- (v) unless otherwise expressly provided herein, all rights and licences granted under or pursuant to this Agreement will terminate.

17. General Provisions

17.1 Dispute Resolution

- 17.1.1 In the event of any dispute(s) arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, either Party shall serve a written notice requesting for negotiation and the Parties shall use their best endeavours to settle such dispute(s) by negotiation. A Party shall not proceed to resolve the dispute in the manner as set out under Clause 17.1.2 until 14 days after either Party has served a written notice requesting for negotiation. The procedure under this Clause 17.1.1 shall be a condition precedent to the reference of the dispute for resolution in the manner set out under Clause 17.1.2.

- 17.1.2 If both Parties are unable to settle any dispute(s) mentioned in Clause 17.1.1 by negotiation within 30 days after the written notice requesting for negotiation has been served by either Party, then those disputes may be resolved in the following manner:

- (i) by referring such disputes to the Small Claims Tribunal, if the dispute falls within the jurisdiction of the Small Claims Tribunal; or
- (ii) if the Supplier and Customer so agree, by jointly referring such dispute to and finally resolving such dispute by arbitration at the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre

("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this Clause 17.1.2(ii). The tribunal shall consist of one arbitrator jointly nominated by the Supplier and Customer, or failing such joint nomination, by the Chairman for the time being of the SIAC. The place of arbitration shall be Singapore. The governing law of this Clause 17.1.2(ii) shall be the substantive law of Singapore. The language of the arbitration shall be English. The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred thereto, to this Agreement is hereby excluded. Nothing in this Clause 17.1.2(ii) shall preclude Supplier from applying for urgent interlocutory relief from any court of competent jurisdiction. The Customer agrees that any arbitration award made pursuant to any arbitration commenced pursuant to this Clause 17.1.2(ii) may be enforced by Supplier against assets of the Customer wherever those assets are located or may be found, and a judgement upon any such arbitration award may be entered into by any court of competent jurisdiction thereof and for this purpose, the Customer expressly submits to the jurisdiction of any such court; or

- (iii) by either party through submission of the dispute to any court of competent jurisdiction and, for this purpose, the Customer hereby submits to the non-exclusive jurisdiction of the Courts of the Republic of Singapore with respect to any and all claims and disputes between Supplier and the Customer relating to or arising from this Agreement.

- 17.1.3 The term "**dispute**" in this Clause 17.1 includes any difference, disagreement, controversy and/or claim. The Parties agree that all information, pleadings, documents, evidence and all matters relating to proceedings under the provisions of this Clause 17.1 shall be kept confidential in accordance with Clause 11.

17.2 Force Majeure

- 17.2.1 If either Party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, and if such Party gives written notice thereof to the other Party specifying the matters constituting Force Majeure, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue then the Party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.
- 17.2.2 For the purpose of this Agreement, "**Force Majeure**" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the Party to perform and without limiting the generality thereof shall include any of the following: (i) strikes, lock-outs or other industrial action; (ii) judgments, legislation, acts, orders, directives, policies, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact; (iii) civil commotion, riot, invasion, war threat or preparation for war; (iv) outbreak of war, rebellion, revolution, hostilities, riot, civil disturbance, acts of terrorism; (v) epidemic, quarantine restrictions, outbreak of

debilitating disease and any travel restrictions or bans (including bans on non-essential travel) issued by the World Health Organisation or any governmental authority; (vi) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; (vii) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or (viii) political interference with the normal operations of any Party.

17.3 Entire Agreement

Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to this Agreement, the Cover Sheet and its Schedules (collectively "**Agreement**"). This Agreement, including the Cover Sheet and Schedules hereto, constitutes the entire understanding and agreement between the Parties with respect to the transactions contemplated herein and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter hereof. No usage of trade, or other regular practice, method or course of dealing between the Parties or others, may be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement.

17.4 Order of Precedence

Except as otherwise set forth in the body of this Agreement (i.e. Clauses 1 (Services) through Clause 17 (General Provisions)) or in Cover Sheet or any Schedules, in the event of an inconsistency or conflict between any provision(s) in the body of this Agreement, the Cover Sheet and any provision(s) in the Schedules, the provision(s) in the body of this Agreement shall prevail.

17.5 Assignment & Novation

17.5.1 Customer shall not assign or transfer this Agreement, or any interest therein, or any of its rights and obligations, in whole or in part, without the prior written consent of Supplier.

17.5.2 Supplier may assign, transfer, novate or otherwise deal with its rights and obligations under this Agreement without the approval of the Customer (or if approval or consent is required as a matter of law, which approval or consent shall be deemed to be given by this Agreement) to related corporations of Supplier or Telecommunication Carrier. Any such assignment, transfer, novation or other dealings with the rights and obligations of Supplier under this Agreement shall take effect upon service on Customer of a notice thereof. In the event that Supplier novates all its rights, interest and obligations under this Agreement to its related corporation or the Telecommunication Carrier:

- (i) Customer agrees to be bound by this Agreement in every way as if such related corporation or Telecommunication Carrier, as the case may be, were named in this Agreement as a party hereto in place of Supplier and references to Supplier shall upon and after any such assignment and transfer be construed as a reference to such related corporation or Telecommunication Carrier, who shall be entitled to enforce all rights and perform all obligations of Supplier and to be paid all sums due or accruing due from Customer under this Agreement as at the date of such novation thereafter; and
- (ii) Customer agrees to release and discharge Supplier from the further performance of this Agreement and to waive any rights or all claims it has or may have against Supplier under this Agreement and consents to such related corporation/Telecommunication Carrier to relocate any information or data relating to Customer (including Customer Information) to its premises and/or

information systems.

- 17.5.3 Customer shall, if requested by Supplier, promptly execute such assignment or novation agreement in the form prescribed by Supplier and further undertakes to do all things and execute all documents as may be necessary or desirable for the purpose of enabling, facilitating and/or perfecting such assignment, transfer, novation or dealing.

17.6 Notices to a Party

- 17.6.1 Notices under this Agreement may be delivered by hand, by registered mail, by electronic mail or facsimile transmission deemed appropriate by Supplier to the addresses and numbers set out in the "Services" of Cover Sheet or to the address or facsimile number notified to the other Party in writing, from time to time.

- 17.6.2 Notice will be deemed given:

- (i) in the case of hand delivery or registered mail upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party; and
- (ii) in the case of electronic mail or facsimile upon completion of transmission as long as the sender's electronic mail system or facsimile machine creates and the sender retains a transmission report showing successful transmission.

17.7 Limitation of action

- (a) No action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than three years after the cause of action has accrued.

17.8 Amendments

- (b) Except as expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written document duly executed by both of the Parties hereto.

17.9 Relationship Between, and Legal Status of, the Parties

- (c) This Agreement shall not be construed to deem either Party as a representative, agent, employee or partner of the other. Supplier shall be an independent contractor for the performance under this Agreement. Each Party shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as provided hereunder.

17.10 Severability

- (d) If any provision of this Agreement is agreed by the Parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the Parties may agree.

17.11 Counterparts

- (e) This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both Parties, shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of both Parties' designated signatories.

17.12 Governing Law and Jurisdiction

This Agreement shall be deemed to be an agreement made in Singapore and shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose.

17.13 Survival

The provisions of any Clauses of this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, shall survive any termination or expiration hereof.

17.14 Rights of Third Parties

A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 17.14 shall affect the rights of any permitted assignee or transferee of this Agreement.

17.15 Variation

No variation, amendment or rescission of this Agreement shall bind either Party unless made in writing in the English language and signed by both Parties. Without prejudice to the generality of Clause 17.14 (Rights of Third Parties), the Parties' rights to vary, amend or rescind this Agreement in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to this Agreement.

Schedule 1

Definitions and Interpretation

1. Definitions and Interpretation

1.1 In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:

- 1.1.1 **"Account"** means any account of Customer with Supplier with respect to the provision of any telecommunications or other services (including the supply, rental or installation of any equipment and any service comprised in any Customer Request) offered or provided by Supplier from time to time.
- 1.1.2 **"Commencement Date"** means the date of commencement of Services and any Value Added Services which is set out in MASF of Cover Sheet.
- 1.1.3 **"Connection Charge"** means the fee stipulated in MASF of Cover Sheet.
- 1.1.4 **"Customer Information"** means, in relation to Customer, all information which Supplier obtains as a result of Customer's use of Services and/or Value Added Services (where applicable);
- 1.1.5 **"Customer Personnel"** means the Customer's employees, personnel, secondees and agents, who are individuals.
- 1.1.6 **"Customer Representative"** means the person nominated by Customer and notified to Supplier from time to time, the first such person to be the person specified in MASF of the Cover Sheet.
- 1.1.7 **"Customer Request"** is defined in Clause 4.1.
- 1.1.8 **"Deposit"** means the amount set out in MASF of Cover Sheet.
- 1.1.9 **"Downgrade Fee"** means fees payable by Customer to Supplier in the event where Customer elects to downgrade, before expiry of Minimum Subscription Period, from Price Plan to another with a reduced Fixed Recurring Fee and as set out in Equipment and Service Plan Undertaking Agreement of Cover Sheet.
- 1.1.10 **"Effective Date"** means the date of commencement of this Agreement which is set out in the Cover Sheet.
- 1.1.11 **"Excluded Services"** is defined in Part (3) of Schedule 2.
- 1.1.12 **"Exclusion Events"** is defined in Part (2) of Schedule 2.
- 1.1.13 **"Fixed Recurring Fees"** means the monthly recurring fees, charges or other sums for the Services, as set out in MASF of the Cover Sheet and exclude any Value Added Services Fee.
- 1.1.14 **"Force Majeure"** is defined in Clause 17.2.2.
- 1.1.15 **"Handset"** means any mobile cellular phone or other wireless or mobile device.

1.1.16 **"Handset Price"** means fees payable by Customer to Supplier for the Purchased Handset and as set out in Equipment and Service Plan Undertaking Agreement of Cover Sheet.

1.1.17 **"Intellectual Property Rights"** means all copyright, patents, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

1.1.18 **"Material Breach"** means a breach of this Agreement which constitutes any one of the following:

- (i) A breach which is substantial in nature and effect and which causes loss or damage to the Party not in breach;
- (ii) A breach of a payment obligation;
- (iii) A breach of any confidentiality obligation;
- (iv) A breach involving an infringement of Intellectual Property Rights; or
- (v) A breach of any provision of this Agreement which is expressed to be a Material Breach.

1.1.19 **"Minimum Subscription Period"** means the minimum period for which Customer must subscribe for the Services and any Value Added Services and as set out in MASF of the Cover Sheet excluding any period of suspension for Service(s).

1.1.20 **"Mobile Line"** means a telecommunications line for use to make or receive calls, or to send or receive messages, from a Handset.

1.1.21 **"Mobile Phone Number"** means the Mobile Line's telephone number assigned by Supplier or Telecommunication Carrier or selected by Customer from the list of available numbers for the purpose of Services' and any Value Added Services' provision to or utilisation by Customer.

1.1.22 **"New Services"** is defined in Clause 3.1.

1.1.23 **"New Services Addendum"** is defined in Clause 3.5.

1.1.24 **"Party"** means either Customer or Supplier and **"Parties"** means both Customer and Supplier.

1.1.25 **"Price Plan"** means the service plan subscribed by Customer for the new Mobile Line and as set out in **Error! Reference source not found.** of the Cover Sheet.

- 1.1.26 **"Purchased Handset"** means the Handset(s) which Customer has purchased from Supplier under this Agreement and as set out in **Error! Reference source not found.** of the Cover Sheet.
- 1.1.27 **"Reconnection Fee"** means the fee payable by Customer to Supplier to reconnect a suspended Service and as set out in **Error! Reference source not found.** of the Cover Sheet.
- 1.1.28 **"Relevant Transfer Form"** means the relevant application form to be completed by Customer as required by Supplier and Customer's existing Mobile Line provider in order to authorise and facilitate the transfer of Mobile Line from Customer's existing Mobile Line provider to Supplier.
- 1.1.29 **"Rental Charges"** means fees payable by Customer to Supplier for the lease of Rental Handset and as set out in Mobile Rental Application of Cover Sheet.
- 1.1.30 **"Rental Handset"** means the Handset leased by Supplier to Customer under this Agreement and as set out in Mobile Rental Agreement of the Cover Sheet.
- 1.1.31 **"Service Fees"** means any and all fees payable by Customer to Supplier for the provision of Services and/or Value Added Services under this Agreement, including the Fixed Recurring Fees, any Value Added Services Fee, Variable Charges and Rental Charges.
- 1.1.32 **"Services"** means the mobile and other related services of Supplier to be provided to Customer under this Agreement as set out in MASF of the Cover Sheet.
- 1.1.33 **"Service Materials"** means any Mobile Phone Number, information, text, images, links, sounds, graphics, video and other materials reproduced, distributed, published, displayed, broadcasted or transmitted in any manner or by any means, through or in relation to the Services and/or Value Added Services or the use and access thereof by Customer.
- 1.1.34 **"Supplier Equipment"** means the equipment, hardware or peripherals (including SIM card, the device known as *"Mobile Dialer"*, any Rental Handsets and, where the context so admits, any software installed therein or used in conjunction with the operation of such equipment, hardware or peripherals) owned or leased by or under the control of Supplier or the Telecommunication Carrier, which are or will be used by Supplier in providing the Services and/or Value Added Services, as may be modified and upgraded from time to time;
- 1.1.35 **"Supplier Intellectual Property"** means all patent, copyright, trademark and other intellectual property subsisting in any Service, Value Added Service, Supplier Equipment, Supplier Software or any telecommunications or broadcasting system operated by Supplier.
- 1.1.36 **"Supplier Software"** means any computer programme, software or other materials installed or provided by or on behalf of Supplier for the purpose of using any Supplier Equipment or the Services and/or Value Added Services including any computer programme or software installed in any Supplier Equipment and/or in any telecommunications or broadcasting system or equipment maintained or operated by or on behalf of Supplier or the Telecommunication Carrier.
- 1.1.37 **"Telecommunication Carrier"** means any telecommunication carriers used by Supplier in the provision of Services and/or Value Added Services.
- 1.1.38 **"Term"** is defined in Clause 15.1.
- 1.1.39 **"Termination Fee"** is the fee payable by Customer to Supplier pursuant to Clause 16.2.2 and as set out in Equipment and Service Plan Undertaking Agreement of the Cover Sheet.
- 1.1.40 **"Third Party/Third Parties"** means a legal entity, company or person that is not a Party to this Agreement
- 1.1.41 **"Third Party Product"** means any service, software, application, data, content, equipment, facility or other product (which is not provided by Supplier), including Handset.
- 1.1.42 **"Third Party Product Provider"** means any Third Party which provides Third Party Product(s).
- 1.1.43 **"Value Added Services"** means the services as set out in MASF of the Cover Sheet.
- 1.1.44 **"Value Added Services Fee"** means the monthly recurring fee, charges or other sums for any Value Added Services subscribed by Customer, as set out in MASF of the Cover Sheet and which will be in addition to the Fixed Recurring Fees.
- 1.1.45 **"Variable Charges"** means any fees, charges or other sums over and above the Fixed Recurring Fees, any Value Added Services Fee or Connection Charge and as set out in MASF of the Cover Sheet.
- 1.1.46 **"Virus"** means any and all forms of malicious, surreptitious, destructive or corrupting code, agent, macro or any other program which are designed to permit unauthorized access, to disable, erase, and corrupt or otherwise harm or damage software, hardware or data, or to perform any such actions.
- 1.1.47 **"Works"** means software, programs, scripts, macros and any code of any type or language, inventions, discoveries, ideas, processes, methods, works of authorship, documents, articles, reports and/or any other subject matter or materials, in whatever form

or medium (including digital equivalents of all the aforementioned subject matter).

- 1.1.48 **“CCS IDD (International Direct Dial) 1505” and “VQ (Value Quality) IDD Services”** are international long distance involving a call origination in one country and terminating in another country
- 1.1.49 **“ICF”** is a call-routing service that is applied to global business
- 1.1.50 **“Auto IVR (Integrated Voice Response) Callback”** is a service that allows local mobile phone or overseas fixed line or mobile phone users to make calls by triggering a callback to their phones
- 1.1.51 **“R Tone”** is a service that allows you to make and receive international roaming calls on your mobile while overseas. It also allows you to make IDD and local calls
- 1.1.52 **1505 and 15050 are CCS international prefixes code to dial out IDD call**

2. Interpretation

- 2.1 In this Agreement: (i) whenever the words *“include”*, *“includes”* or *“including”* are used in this Agreement, they will be deemed to be followed by the words *“without limitation”*; (ii) words importing the singular only shall also include the plural and vice versa where the context requires; (iii) clause headings are inserted for convenience only and shall not affect the interpretation of this Agreement; (iv) unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words *“month”* or *“monthly”* as well as all references to a number of months means calendar months; and (v) a reference to a Clause or Schedule is to a clause or schedule to this Agreement.

Schedule 2

Key Definitions

Part	Term	Definition
(1)	Customer's Obligations	<p>Customer's obligations include:</p> <ul style="list-style-type: none"> (i) Submission of accurate and complete information as required by Supplier and all original documents required for verification including: <ul style="list-style-type: none"> ● Customer's company certificate of registration; and ● Customer's company stamp; (ii) Prompt settlement of all Supplier's invoices before due date; (iii) Immediate notification of any changes in Customer's address, fax, telephone or e-mail address to Supplier; and (iv) Compliance to all policies and regulations in relation to Services and/or Value Added Services, published or issued from time to time by Supplier, Telecommunication Carrier or the relevant authorities.
(2)	Exclusion Events	<p>"Exclusion Events" include the following:</p> <ul style="list-style-type: none"> (i) Customer's or Third Party Product Provider's acts, errors, omissions, breach or non-performance of any term of this Agreement or any warranty made herein; (ii) inability or failure of Customer's or any Third Party's services, software or hardware to correctly process, provide and/or receive data and properly exchange accurate data with the Services and/or Value Added Services; (iii) negligent act or omission or wilful default, misconduct or fraud of Customer or Third Party Product Provider; (iv) the existence of a Virus on the Customer's Handset or in any systems used in relation to the Services and/or Value Added Services; (v) failure by Customer to implement at its own cost reasonable recommendations made by Supplier where such recommendations are expressly intended to address and identify the risk of non-compliance by Supplier with the provisions of Clause 1.8 or to avoid or minimise the likelihood of non-compliance by Supplier with the provisions of Clause 1.8; (vi) an event of Force Majeure; and/or (vii) the incorrect use or operation by Customer of its Handset in relation to the Services or Value Added Services, as the case may be.
(3)	Excluded Services	<p>"Excluded Services" include the following:</p> <ul style="list-style-type: none"> (i) Provision, sale, lease or rental of any necessary equipment, hardware, devices or peripherals (with the exception of Supplier Equipment and any Purchased Handset/Rental Handset where requested by Customer) to access and use the Services and/or Value Added Services; and (ii) maintenance, servicing and/or management of the Handset (excluding the SIM card) used by Customer to access the Services, Value Added Services or any part thereof.
(4)	Due date for payment	<p>Due date:</p> <p>For Fixed Recurring Fees and any Value Added Services Fee: Customer shall pay such fees monthly in advance within seven days from the beginning of a month or within seven days from the date of Supplier's invoice for such fees, whichever is later.</p> <p>For Variable Charges and one-off charges: Customer shall pay all invoices issued by Supplier for such fees within seven days from the date of Supplier's invoice for such fees.</p>

