

Our Ref: ARB083/16/AB

CLAIMANT:

GEO MILLENIUM SYSTEM PTE LTD

31 Toh Guan Road East

#04-04, LW Technocentre

Singapore 608608

Attn: CEO / President / Head of Legal Department

By Courier

CLAIMANT'S COUNSEL:

RHTLAW TAYLOR WESSING LLP

Six Battery Road

#10-01

Singapore 049909

Attn: Eugene Quah / Abigail Cheng

By Fax: +65 6381 6869

By Email:

eugene.quah@rhtlawtaylorwessing.com

abigail.cheng@rhtlawtaylorwessing.com

& By Courier

RESPONDENT:

NCS PTE LTD

5 Ang Mo Kio Street 62

NCS Hub

Singapore 569141

Attn: Chief Executive Officer

By Fax: +65 6484 4068

& By Courier

19 April 2016

Dear Sirs,

SIAC ARBITRATION NO. 083 OF 2016 IN THE MATTER OF AN ARBITRATION UNDER THE ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE (5TH EDITION, 1 APRIL 2013) BETWEEN GEO MILLENIUM SYSTEM PTE LTD ("CLAIMANT") AND NCS PTE LTD ("RESPONDENT")

1. We acknowledge receipt of and/or refer to the following:
 - (i) a copy of the Notice of Arbitration dated 31 March 2016, received on 1 April 2016 ("Notice");
 - (ii) a copy of the Teaming Agreement for Contract TR150 between the Respondent and the Claimant dated 5 February 2015 ("Agreement"), received on 12 April 2016; and
 - (iii) the Case Filing Fee of SGD 2,140.00 paid by cheque, received on 1 April 2016.
2. This arbitration is deemed to have commenced on **1 April 2016**. This matter has been assigned the case reference number **ARB083/16/AB**. Please quote this reference for future communications. A copy of the Arbitration Rules of the Singapore International Arbitration Centre (5th Edition, 1 April 2013) ("**SIAC Rules**") is enclosed for your information.
3. We understand that a copy of the Notice has also been sent to the Respondent. As a matter of convenience, a further copy of the Notice is enclosed for the Respondent.
4. We hereby draw the Parties' attention to the following matters for the further conduct of this arbitration.

Response to the Notice of Arbitration

5. Pursuant to Rule 4 of the SIAC Rules, the Respondent shall send a Response to the Notice of Arbitration ("**Response**") to both the Registrar of the Court of Arbitration of the Singapore International Arbitration Centre ("**Registrar**") and the Claimant within 14 days from the date of receipt of the Notice.
6. The Response must include:
 - (i) a confirmation or denial of all or part of the claim, including any comment in response to the statements in the Notice relating to the conduct of the arbitration;
 - (ii) any envisaged counterclaims, including a brief statement of the nature, circumstances and quantification of any counterclaim; and
 - (iii) payment of the requisite filing fee for any counterclaim to the Singapore International Arbitration Centre ("**SIAC**").

Constitution of the Tribunal

7. The Agreement provides, at Clause 13, as follows:

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred in the first instance, to the parties' respective Authorised Contacts as stated at Annex A. If the dispute is not resolved within a maximum of fourteen (14) days, it shall be referred in the second instance, to NCS' Chief Executive Officer and Partner's Chief Executive Officer (or if none so titled, any corporate officer of the party with like authority and responsibilities) of respective parties for resolution. If, having been so referred the dispute is not resolved within a maximum of thirty (30) days therefrom, such dispute shall be finally settled by arbitration in Singapore in the English language 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. The tribunal shall consist of one (1) arbitrator to be mutually appointed by the parties or in the absence of mutual agreement within fourteen (14) days from date of referral to SIAC, be appointed by the Chairman of SIAC whose decision will be final and binding on both parties.

8. We note, from Clause 13 of the Agreement, that the tribunal shall consist of a sole arbitrator "to be mutually appointed by the parties or in the absence of mutual agreement within fourteen (14) days from date of referral to SIAC, be appointed by the Chairman of SIAC whose decision will be final and binding on both parties".

9. In this regard, we further note, from paragraph 18 of the Notice, the following:

The Claimant will separately propose suitable candidates to the Respondent. If a mutually acceptable candidate has not been identified within 14 days of the date of this Notice of Arbitration, the Claimant will request that the appointment be made by the Chairman of SIAC, in accordance with the Arbitration Clause and Rule 6 of the SIAC Rules.

10. Accordingly and absent the Parties' joint nomination of a sole arbitrator, SIAC shall, upon receipt of the requisite deposits, proceed with the next steps regarding the appointment of a sole arbitrator in this matter.
11. Please refer to the *Practice Note for Administered Cases – On the Appointment of Administrative Secretaries* (2 February 2015), which applies to the appointment of administrative secretaries by arbitral tribunals in all cases administered by SIAC. A copy of this *Practice Note* is enclosed.

Communications

12. For the sake of convenience, we request that all correspondence between the Parties, SIAC and the Tribunal (upon its constitution) be via fax or email. Henceforth, all communications should be copied to the Parties, SIAC and the Tribunal (upon its constitution).

13. We also request that all written statements, submissions and accompanying enclosures be sent to us in electronic format only. Should the capacity of the documents exceed the mailbox limit, kindly send us the documents on an external storage device.

Financial Matters

14. We note, from paragraphs 21 and 22 of the Notice, that the Claimant has not quantified its claim at this juncture. We would be grateful if the Claimant could quantify its claim in this matter at this stage or, in the alternative, provide a provisional estimate of the claim amount by **26 April 2016**.
15. We draw the Parties' attention to the *Practice Note for Administered Cases* (PN – 01/14, 2 January 2014), which applies to all cases administered by SIAC under its rules of arbitration. It governs the appointment of arbitrators, arbitrator's fees and the financial management of the arbitration. A copy of this *Practice Note* is enclosed.
16. The costs of the arbitration, as defined in Rule 31.2 of the SIAC Rules, include the following:
 - (i) the Tribunal's fees and expenses;
 - (ii) SIAC's administrative fees and expenses; and
 - (iii) the costs of expert advice and of other assistance required by the Tribunal.
17. The Tribunal's fees and SIAC's administration fees are ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration. The Schedule of Fees is posted on our website at www.siac.org.sg under "SIAC Schedule of Fees", a copy of which is also attached. We invite the Parties to refer to Rules 30 – 33 of the SIAC Rules for further information on costs.
18. At this point, we also draw the Parties' attention to Rule 30 of the SIAC Rules, which provides, *inter alia*, that "[t]he Registrar shall fix the advances on costs of the arbitration" and that the "Parties are jointly and severally liable for the costs of the arbitration".
19. Please note that in all cases, the actual costs of arbitration will be fixed by the Registrar at his discretion in accordance with the Schedule of Fees and the stage of the proceedings at which the matter is concluded. Payments to the Tribunal and/or SIAC in respect of costs may be made from the respective deposit accounts without reference to the Parties. Any surplus of the advance on costs after the full settlement of the costs of arbitration as fixed by the Registrar will be refunded to the respective beneficiaries who paid the advances on costs to SIAC.

Assignment of Case

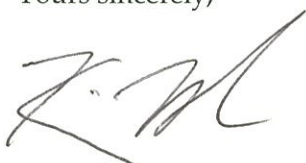
20. We have assigned the following to administer this arbitration:

Ms Aliona Bitkivskaja Associate Counsel	Email: aliona@siac.org.sg Tel: +65 6221 8833 Ext 763 Fax: +65 6224 1882
Ms Rohanaahliza Yusof Case Management Officer	Email: rohana@siac.org.sg Tel: +65 6221 8833 Fax: +65 6224 1882

21. If you have any questions concerning the administrative process, please feel free to contact us.

Thank you.

Yours sincerely,



Kevin Nash
Acting Registrar

Encl –

- (1) Notice of Arbitration dated 31 March 2016
- (2) SIAC Rules 2013 (by courier only)
- (3) *Practice Note for Administered Cases – On the Appointment of Administrative Secretaries* (2 February 2015)
- (4) *Practice Note for Administered Cases* (PN - 01/14, 2 January 2014)
- (5) Applicable Schedule of Fees

**IN THE MATTER OF AN ARBITRATION UNDER THE ARBITRATION RULES OF THE
SINGAPORE INTERNATIONAL ARBITRATION CENTRE (5TH EDITION, 1 APRIL 2013)**

Between

GEO MILLENIUM SYSTEM PTE LTD
(Registration No. 199704904H)

...Claimant

And

NCS PTE LTD
(Registration No. 198101793G)

... Respondent



NOTICE OF ARBITRATION

A. DEMAND FOR REFERRAL TO ARBITRATION

1. This is the Claimant's Notice of Arbitration pursuant to Rule 3 of the Arbitration Rules of the Singapore International Arbitration Centre (5th Ed, 2013) (the "**SIAC Rules**") (the parties' arbitration agreement, as further described below, having specified the SIAC Rules "*for the time being in force*").
2. A dispute exists between the Claimant and Respondent as to whether the Respondent is obliged to enter into a contract with the Claimant as one of its subcontractors, pursuant to the terms of an agreement entered into between the Claimant and the Respondent dated 5 February 2015 (the "**Teaming Agreement**").
3. The parties have attempted, as required under clause 13 of the Teaming Agreement, to resolve the dispute, in the first instance, through their respective Authorised Contacts (as defined in the Teaming Agreement), and in the second instance, through the parties' respective Chief Executive Officers (or officer delegated with like authority and responsibility), but have been unable to do so. The Claimant now demands that the dispute be referred to arbitration pursuant to clause 13 of the Teaming Agreement.
4. This Notice of Arbitration is accompanied by the required filing fee of S\$2,140. We confirm that we are authorised by the Claimant to submit this Notice of Arbitration.

B. THE PARTIES TO THE ARBITRATION AND THEIR REPRESENTATIVES

CLAIMANT

5. The Claimant is a company incorporated in the Republic of Singapore, with its registered office at 31 Toh Guan Road East, #04-04, LW TECHNOCENTRE, Singapore 608608.
6. The Claimant is represented in this arbitration by RHTLaw Taylor Wessing LLP, Six Battery Road, #10-01, Singapore 049909 to whom all communications for the Claimant should be sent. The legal team is comprised of:
 1. Mr Eugene Quah – eugene.quah@rhtlawtaylorwessing.com
 2. Ms Abigail Cheng – abigail.cheng@rhtlawtaylorwessing.com

Tel: +65 6381 6868

Fax: +65 6381 6869

RESPONDENT

7. The Respondent is a company incorporated in the Republic of Singapore, with its registered office at 5 Ang Mo Kio Street 62, NCS Hub, Singapore 569141.
8. The contact details of the Respondent are:-

NCS PTE. LTD.

5 Ang Mo Kio Street 62

NCS Hub

Singapore 569141

Attention: Chief Executive Officer

Tel: 6570 4040

Fax: 6484 4068

C. THE AGREEMENT IN RELATION TO WHICH THE DISPUTE ARISES

9. The Claimant is engaged in the business of, *inter alia*, software and map development, providing technology solutions and products within the sectors of Global Positioning System (GPS), Geographical Information Systems (GIS), Spatial and Map Data, Location Based Services (LBS), and Mobile Wireless Communication.
10. The Respondent is engaged in information and communications technology and communications engineering services.
11. The Respondent is part of a consortium comprising itself and Mitsubishi Heavy Industries Engine System Asia Pte Ltd (MHI) (the "**Consortium**"). The Consortium was formed to submit a proposal (the "**Proposal**") to the Singapore Land Transport Authority (the "**LTA**") with the aim of being awarded the tender for the development of the next-generation Electronic Road Pricing (ERP) system (the "**ERP2 Project**").
12. On 5 February 2015, the Claimant and the Respondent entered into the Teaming Agreement for the purpose of the Claimant working exclusively with the Respondent to prepare a submission to be used in the Consortium's proposal to the LTA. Pursuant to Recital D and Clause 5.1 of the Teaming Agreement, the parties agreed that if the LTA awarded the ERP2 Project to the Consortium, the Claimant and the Respondent would enter into a resultant subcontract (the "**Subcontract**") for the implementation of the Claimant's scope of work (as set out in the Teaming Agreement) in relation to the ERP2 Project.

D. NATURE AND CIRCUMSTANCES OF THE DISPUTE

13. Pursuant to the Teaming Agreement, the Claimant fully assisted the Respondent in the preparation of the Proposal.
14. In February 2016, the LTA awarded the tender for the ERP2 Project to the Consortium based on the Proposal.
15. However, and in breach of the Teaming Agreement, the Respondent has failed and/or neglected and/or refused to enter into the Subcontract with the Claimant.

E. THE ARBITRATION AGREEMENT AND THE APPLICABLE LAW

16. Clause 13 of the Teaming Agreement contains an arbitration clause (the “**Arbitration Clause**”) in the following terms:

“Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred in the first instance, to the parties’ respective Authorised Contacts as stated in Annex A. If the dispute is not resolved within a maximum of fourteen (14) days, it shall be referred in the second instance, to NCS’ Chief Executive Officer and Partner’s Chief Executive Officer (or if none so titled, any corporate officer of the party with like authority and responsibilities) of respective parties for resolution. If, having been so referred the dispute is not resolved within a maximum of thirty (30) days therefrom, such dispute shall be finally settled by arbitration in Singapore in the English language 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. The tribunal shall consist of one (1) arbitrator to be mutually appointed by the parties or in the absence of mutual agreement within fourteen (14) days from date of referral to SIAC, be appointed by the Chairman of SIAC whose decision will be final and binding on both parties.”

17. According to the Arbitration Clause, the arbitration is to take place in Singapore.
18. The Arbitration Clause specifies that a sole arbitrator shall be appointed. The Claimant will separately propose suitable candidates to the Respondent. If a mutually acceptable candidate has not been identified within 14 days of the date of this Notice of Arbitration, the Claimant will request that the appointment be made by the Chairman of SIAC, in accordance with the Arbitration Clause and Rule 6 of the SIAC Rules.
19. The Arbitration Clause provides that the language of the arbitration shall be the English language.
20. Under Clause 14 of the Teaming Agreement, the governing law is Singapore law. Clause 14 states,

"The interpretation, construction and performance of this Agreement and of the arbitration shall be governed exclusively by the laws of Singapore excluding its conflict of laws principles and the United Nations Convention for the International Sale of Goods."

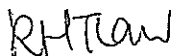
F. RELIEFS SOUGHT

21. The Claimant seeks specific performance of the Teaming Agreement to compel the Respondent to enter into the Subcontract, and to compel performance of the Subcontract. Further and/or in the alternative, the Claimant seeks damages for breach of the Teaming Agreement and such other further relief(s) as the Tribunal deems appropriate.
22. The Claimant reserves its right to add to, vary and/or expand the claims and reliefs sought in this Notice of Arbitration.

G. PAYMENT OF REQUISITE FILING FEE

23. Pursuant to Rule 3.1(k) read with Rule 30 of the SIAC Rules, and in accordance with the SIAC Schedule of Fees, the Claimant encloses, with this Notice of Arbitration, a cheque in the sum of S\$2,140.00 (inclusive of 7% GST), made payable to the "Singapore International Arbitration Centre".

For and on behalf of the Claimant:



RHTLAW TAYLOR WESSING LLP
Eugene Quah / Abigail Cheng

31 March 2016

To: (1) **SINGAPORE INTERNATIONAL By Hand**
ARBITRATION CENTRE
32 Maxwell Road
#02-01, Maxwell Chambers
Singapore 069115

(2) **NCS PTE LTD By Hand**
5 Ang Mo Kio Street 62
NCS Hub
Singapore 569141
Attention: Chief Executive Officer

TEAMING AGREEMENT FOR CONTRACT TR150

THIS AGREEMENT is made the 5th day of February, 2015 (the "Effective Date")

BETWEEN

1. NCS PTE. LTD., company registration number 198101793G with its registered office at 5 Ang Mo Kio Street 62 NCS Hub Singapore 569141. ("NCS");

AND

2. GEO MILLENIUM SYSTEM PTE. LTD., company registration number 199704904H with its registered office at 31 TOH GUAN ROAD EAST, #04-04, LW TECHNOCENTRE, SINGAPORE 608608 ("GMS" or "Partner").

Collectively referred to herein as "Parties" and each a "Party".

Whereas:

- A. The Singapore Land Transport Authority (the 'Customer') has issued a written request for a proposal (the "RFP") to be submitted for the design, manufacture, storage (on or off Site) transportation, delivery to Site, installation, testing, commissioning, operation and comprehensive maintenance of Contract TR150, **Next Generation Electronic Road Pricing System** (the "ERP2 Project");
- B. NCS is the lead member of a Consortium, with Mitsubishi Heavy Industries Engine System Asia Pte Ltd, company registration number 198102859N as a member, which Consortium intends to submit a Proposal (as hereinafter defined) in response to the RFP for the ERP2 Project;
- C. The Partner wishes to participate in the tender for the ERP2 Project, by the Partner exclusively working with NCS in: (i) in preparing a submission to NCS for the Partner's Scope of Work (as hereinafter defined) for the purposes of the Consortium's Proposal; and (ii) where the Consortium is awarded the tender for the ERP2 Project, in performing the Partner's Scope of Work ;
- D. If the Customer awards the ERP2 Project (together with any modifications thereto which are agreed with the Customer) to the Consortium, NCS and the Partner shall enter into a resultant Subcontract for implementation of the Partner's Scope of Work in the ERP2 Project, with the Parties' respective responsibilities being consistent with and as described in this Agreement; and
- E. The Parties wish to define their respective rights and obligations upon the terms and conditions herein in respect of: (i) the preparation of the Partner's Scope of Work; (ii) actions to be taken between submission of Proposal and award of the ERP2 Project to the Consortium; (iii) actions to be taken after the said award and before the execution of the Subcontract; and (iv) the execution of the Subcontract.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions

- 1.1 For the purposes of this Agreement, the following expressions shall (unless the context otherwise requires) have the following meaning: -

"Confidential Information"

means any information (including information communicated verbally) or material marked "Confidential", "Restricted" or with such other restrictive marking; including but not limited to information in connection with performance, specifications, pricing, sales, commercial arrangements, customer, financial, human resource, process, organization, management, contractual, project documentation and technical data; proprietary software including source code and associated documentation; or any other form of information disclosed which though not marked with any restrictive



marking or expressly notified to be confidential, may be reasonably construed to be confidential to the Parties, the Consortium members and any subcontractor or vendor to the Consortium members, or the Customer or the Government of Singapore, or any other entity, either due to the content of the information or the context in which such information was disclosed, which either Party may disclose to the other Party under this Agreement, or which either Party may receive whether from the other Party or otherwise

"Consortium"	means the unincorporated joint venture through the medium of a consortium, which members are Mitsubishi Heavy Industries Engine System Asia Pte Ltd ("MHIESA") and NCS, and any other member which may be admitted from time to time.
"Intellectual Property Rights" or "IPR"	means patents, design rights, trade secrets, trademarks, trade names, trade dresses, service marks, goodwill, know how, confidential information and copyrights of any kind and any other form of related protection, statutory or otherwise, and shall include applications for any of the foregoing respectively (whether pending, in process or issued), and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered), including Map Data.
"Prime Contract"	means the contract (if any) to be entered into between the Customer and the Consortium members as a result of the RFP.
"Proposal"	means the formal response to the RFP and other requirements of the Customer, prepared by the members of the Consortium which response incorporates the submissions of the subcontractors, vendors and partners for their respective Scopes of Work to their respective members of the Consortium, and submitted by the Consortium to the Customer.
"RFP Specifications"	means the Customer's specifications and requirements for the ERP2 Project issued by the Customer and shall include any amendment to such statement issued by the Customer.
"Subcontract"	means the anticipated separate subcontract to be entered into between NCS and Partner on such terms and conditions to be agreed as a result of the Prime Contract, pursuant to the provisions of this Agreement.
"Scope of Work"	means, in relation to a Party, the work and obligations and in accordance with all timelines and implementation plans, in connection with the ERP2 Project to the extent set forth in Exhibit A to this Agreement, which it will be responsible for under the Prime Contract or the Subcontract (as the case may be).

2. Framework

- 2.1 This Agreement is entered into solely for the purposes of preparing and submitting the Proposal, and entering into the Prime Contract and the Subcontract, and performing the same in the event the Consortium is awarded the tender for the ERP2 Project.
- 2.2 As between NCS and the Partner, NCS shall take the lead responsibility in creating and submitting the Proposal and subsequent clarifications to the Customer together with the other Consortium member. In relation to the Partner's Scope of Work within the Proposal, the Partner shall provide NCS all reasonable and timely assistance in preparing the Proposal and subsequent clarifications and responses necessary to satisfy the Customer's RFP, guidelines, and due submission deadlines including but not limited to the Partner's participation in meetings, presentations and demonstrations when called for by NCS whether the same are for NCS, the Consortium or the Customer, and furnishing all information, documents and to render all support necessary to NCS to conduct the same.
- 2.3 The responsibilities of NCS with regard to the execution of the ERP2 Project shall be as set out within its scope of work in the Prime Contract. The responsibilities of the Partner with regard to the execution of the ERP2 Project shall be as set out in its Scope of Work or its Subcontract with NCS.

3. Exclusive Collaboration by the Partner

3.1 The Partner agrees not to during the term of this Agreement, directly or indirectly:

- (a) participate, be employed or contracted in any other external efforts that are competitive to this Agreement or the Proposal; or
- (b) compete or participate independently or in collaboration with any third party for (i) subject matter covered by the Customer's RFP; or (ii) work within the scope of the ERP2 Project as detailed in the RFP and the Prime Contract (as the case may be).

For the avoidance of doubt, "participate" in this Clause 3 includes but is not limited to the exchange of or assistance with pricing, technical data or any other information, discussions and consultations relating to the ERP2 Project, the RFP or the Proposal.

3.2 Notwithstanding the foregoing, nothing contained in this Agreement shall prevent the Partner from supplying goods or services in the ordinary course of its business other than in respect of the RFP or the ERP2 Project.

3.3 The Partner acknowledges and accepts that NCS will also be collaborating with other partners for the ERP2 Project. Nothing in this Agreement shall prevent NCS from entering into agreements with other partners, suppliers and subcontractors or other parties in connection with the ERP2 Project.

3.4 The Partner further agrees that it shall continue to observe and be bound by the obligations set out at clause 3.1 in the event the Partner for any reason whatsoever suspends, stops, is unable to carry out its obligations under the Subcontract, or if the Agreement or the Subcontract is terminated.

4. Preparation and submission of the Proposal

4.1 The Partner shall act in good faith to prepare a submission of the Partner's Scope of Work for the Proposal and provide all reasonable and timely assistance to NCS, and by working with NCS so that such submission may be integrated by NCS into the Proposal to be submitted to the Customer by the Consortium by the due submission date. The Partner shall comply with all reasonable instructions from NCS. Each Party shall have sole and full responsibility and liability in respect of its Scope of Work within the Proposal and the Partner shall ensure the completeness, accuracy and adequacy thereof and of all information, data and its prices and rates to NCS for integration into the Proposal.

4.2 Each Party shall appoint a representative to co-ordinate its activities in connection with the Proposal, the RFP, and the Subcontract as the case may be.

4.3 The Partner acknowledges that it has received the RFP documents or the parts thereof relevant to the preparation of its submission and statements of compliance for its Scope of Work. The Partner will as soon as possible, but in any event not later than 45 days before the closing date of the tender for the ERP2, submit to NCS a firm priced offer for its Scope of Work and full statements of compliance to all relevant requirements, specifications and terms and conditions of the RFP (including any mutually agreed non-compliance with the RFP Requirements or Specifications), in respect of its Scope of Work. The Partner acknowledges that NCS and the Consortium will rely on the Partner's solutions and/or products, firm priced offer and the statements of compliance in relation to the Partner's Scope of Work and integrate the same into its preparation and submission of the Proposal to the Customer creating legal obligations on NCS and the Consortium to the Customer. The Partner's firm priced offer shall be valid for acceptance by NCS, and shall not be capable of being withdrawn, or modified to the detriment of NCS and the Consortium, during the validity period of the RFP, and if the Consortium is awarded the tender for the ERP2 Project, the period leading to the Subcontract.

4.4 Except where a Party shall have breached its obligations under this Agreement, neither Party shall be liable to the other Party for the consequences of any failure of the Proposal or any part thereof to result in the Prime Contract.

4.5 The Parties agree that except where a Party has breached the terms of this Agreement or where the Parties have expressly agreed in writing to that effect signed by an authorized representative, all costs in connection with the

preparation and submission of the Proposal relating to the RFP shall be borne by the Party incurring such costs and neither Party shall seek any contribution from the other Party for costs so incurred.

5. Acceptance of the priced offer and negotiation of the Subcontract

5.1 In the event the Consortium is awarded the ERP2 Project as a result of the Proposal the Partner shall be bound to deliver its Scope of Work upon acceptance by NCS of the firm priced offer in connection with the statements of compliance referred to in sub-clause 4.3 above, and NCS and the Partner shall also enter into a Subcontract for:

- (a) the flow-down of all relevant terms and conditions of the Prime Contract applicable to the Partner's Scope of Work (subject only to any variation, including variations proposed by the Partner, which are accepted by the Customer/NCS into the contemplated Subcontract) in accordance with the Partner's firm priced offer and statements of compliance in clause 4.3 above such that, except only where it is repugnant in the context, Partner shall assume towards NCS all the duties, obligations and responsibilities which NCS, pursuant to the terms and conditions of the Prime Contract assumes towards Customer; and NCS shall have the full benefit of all rights, remedies and redress against the Partner which Customer, pursuant to the terms and conditions of the Prime Contract, has against NCS as if Partner was named in place of NCS, and NCS was named in place of Customer;
- (b) the mutual agreement in good faith between NCS and Partner on all other necessary terms and conditions of the Subcontract outside of the matters in 5.1(a) above, (or as may be requested by the Customer);
- (c) the inclusion of provisions equivalent to clauses 3, 6, 7, 8 and 9 under this Agreement which shall be consistent with and not in derogation from the Partner's obligations under sub-clause 5.1(a); and
- (d) the Customer's approval of the Partner as a subcontractor and/or vendor to NCS if such approval is required by the Prime Contract.

The Partner acknowledges that upon award of the Prime Contract to the Consortium, the implementation plan for the Prime Contract shall commence in accordance with the terms of such award and time shall be of the essence. Accordingly the Partner agrees that notwithstanding the discussions for the Subcontract, the Partner shall commence, continue and not stop or delay the performance of its Scope of Work.

- 5.2 Subject to the other provisions of this Agreement, negotiations with and presentations to the Customer shall be conducted by the Consortium, but NCS may request the participation therein from time to time of representatives from the Partner. Such participation shall be forthcoming from the Partner in a proper and timely fashion.
- 5.3 NCS will consult with and keep the Partner informed of all relevant matters concerning the Partner's Scope of Work in a timely manner and will give the Partner prior notice of such relevant matters.

6 Liability

6.1 Subject to the provisions of clause 6.2, the Partner shall be liable to NCS for, and shall indemnify and hold NCS harmless against any injury, damage, loss or expense suffered by NCS, and be liable for claims made by any party, including the Customer or any other third party for injury, damage, loss, expense and for settlement costs incurred for such claims, to the extent that in any of the foregoing events, such injury, damage, loss, expense and settlement costs are attributable to:

- (a) any breach or non-performance of this Agreement and/or the Subcontract (as the case may be) by the Partner; or
- (b) negligence or default (or other act or omission giving rise to a cause of action by the Customer or any other party under any relevant law) on the part of the Partner, its employees agents or subcontractors in relation to this Agreement or the Subcontract.

6.2 Any penalty, damage and liquidated damages for delay in performance that may be incurred under the Prime Contract shall be fully borne by the Party to whose actions or omissions it is attributable. If the delay is attributable to both of the Parties, the penalty or liquidated damages shall be borne by each Party in proportion to its responsibility for the delay.

6.3 Any penalty, damage and liquidated damages for failure to meet performance or technical standards shall be fully borne by the Party to whose actions or omissions such failure is attributable.

6.4 All questions concerning the allocation of liability between the Parties in this Agreement, which cannot be settled by mutual agreement, shall be settled, resolved, or determined in accordance with the provisions of clause 13.

7 Intellectual property rights

7.1 Each Party and/or its licensors (as the case may be) retain title and ownership in and relating to any and all proprietary Software code, designs, ideas, know-how, methodologies, technologies, techniques and documentation materials provided by that Party including, without limitation, the IPR detailed in Exhibit A and existing prior to the date of this Agreement ("Existing Works"); except where the Customer in the RFP requires otherwise in the RFP or the Prime Contract all information, documentation, data and other materials developed, created or provided solely by a Party in connection with its obligations under this Agreement ("Proposal Work") shall remain the property of such Party. The Partner grants NCS the non-transferable royalty-free right of a sample data set limited to an area (e.g. one DGP zone) to use, copy, distribute and to modify its Existing Work and Proposal Work for the limited purpose of preparing and submitting the Proposal, and negotiating and securing the Prime Contract contemplated by this Agreement.

7.2 Except where the Customer requires otherwise in the RFP or the Prime Contract (as the case may be), all IPR in software, documentation and materials created or developed by either Party specifically for the ERP2 Project and/or the Customer under the anticipated Prime Contract ("New Works") shall vest solely in that Party. Any New Works to be developed jointly by the Parties shall be subject to prior mutual agreement governing ownership, use and disposal.

7.3 The Partner agrees to grant to NCS and/or the Consortium and/or the Customer, all rights in Existing Works of the Partner to which NCS and/or the Consortium and/or the Customer need in order for NCS and/or the Consortium to meet and to perform their respective obligations, and the Customer to exercise their rights under the Prime Contract but in each case only to the extent necessary to enable such performance and exercise.

7.4 In the event that any Party terminates its involvement in the ERP2 Project in accordance with Clause 10 of this Agreement or otherwise becomes unable to perform its obligations under this Agreement then:

(a) the rights granted by that Party under this Clause 7 shall continue in full force and effect to the extent necessary for the performance of the ERP2 Project; and

(b) the Partner will enter into good faith negotiations to grant or procure the grant to NCS and/or the Customer, on fair and reasonable commercial terms consistent with its firm priced offer to NCS under this Agreement and in accordance with the Partner's statement of compliance to NCS, without increased costs to NCS and/or the Customer, of necessary rights to any Existing Works, Proposal Works and New Works of that Party which is necessary for the performance of the ERP2 Project, including without limitation the submission of the Proposal and the execution and performance of any contracts related thereto (including the Prime Contract or the Subcontract as the case may be).

8. Confidentiality

8.1 The Parties agree that Confidential Information shall be kept confidential and shall not be disclosed or given to any third party during the term of and after the expiry or termination of this Agreement without the prior written consent of the disclosing Party. The aforementioned undertaking does not apply to information:

- (a) already known or independently obtained by the receiving Party;
- (b) publicly known or becomes publicly known through no breach of this Agreement; or
- (c) required to be disclosed pursuant to a lawful order of a court or government or regulatory agency including applicable securities exchanges, provided the receiving Party provides the disclosing Party with written notice of such order prior to disclosure and within such time as to allow the disclosing Party reasonable opportunity to oppose such disclosure before a court or agency of competent jurisdiction.

Provided that the Parties shall be entitled to disclose Confidential Information to those of its employees under equivalent confidentiality undertakings ("Authorised Representatives") to whom and to the extent such disclosure is reasonably necessary for the purposes of this Agreement.

8.2 The Parties shall use or permit to use Confidential Information only in connection with the Proposal and not for its or any third party's purpose or benefit that is unconnected to the Proposal. Each Party shall impose the obligations of confidentiality in sub-clauses 8.1 and 8.2 herein on their Authorised Representatives and shall be responsible for breaches and/or unauthorized disclosure or use by their Authorised Representatives.

8.3 The obligation to protect Confidential Information (save for Confidential Information of the Customer) under this clause 8 shall survive any expiry or termination of this Agreement for a period of three (3) years thereafter. The duration of the obligation to protect Confidential Information of the Customer shall be in accordance with the obligations in the RFP or under the general law.

9. Non-solicitation

During the term of this Agreement and the Subcontract each party agrees not to solicit or entice away from the other party for employment any employee of the other party or, in the case of NCS, its subsidiary, NCS Communications Engineering Pte Ltd, who is involved in the Proposal or the ERP2 Project.

10 Withdrawal

10.1 The Partner shall not withdraw from this Agreement without the prior written consent of NCS. Any withdrawal without consent of NCS shall constitute a breach of this Agreement.

10.2 In the event of the Partner withdrawing from this Agreement, the Partner shall, without prejudice to its obligations herein, co-operate fully with NCS to enable its role under this Agreement to be taken over by a third party.

11 Term and Termination

11.1 Except for the terms which are expressly provided or may be reasonably interpreted to be implied to survive termination of this Agreement, this Agreement shall remain in force from the Effective Date until the execution of the Subcontract with the Partner, and if the Prime Contract is awarded to the Consortium and NCS enters into the Subcontract with the Partner, then throughout the period of the provision of Partner's Scope of Work. Save for the terms surviving termination this Agreement shall terminate upon the earliest of the following events, unless so extended by mutual agreement between the parties:

- (a) execution of the Subcontract contemplated by this Agreement in the event of award of the Prime Contract to the Consortium;
- (b) two years (2) after the Effective Date of this Agreement;
- (c) an official announcement by the Customer that the ERP2 Project or RFP has been withdrawn or otherwise cancelled;
- (d) an official announcement by the Customer that the ERP2 Project or RFP has been awarded to a party other than NCS and/or the Consortium;
- (e) mutual agreement to terminate this Agreement in the form of a written document duly signed by authorised representatives of both Parties; or
- (f) either Party becomes suspended or ineligible to receive the ERP2 Project contract(s) anticipated by this Agreement.

11.2 In the event:

- (a) either Party materially breaches any provision of this Agreement and fails to effect such remedy to the satisfaction of the affected Party within thirty (30) days' written notice; or
- (b) either Party ceases to conduct business, becomes or is declared insolvent or bankrupt, makes an assignment for the benefit of its creditors, becomes the subject of insolvency, liquidation, re-organisation or bankruptcy proceedings;

the other Party shall have the right to terminate this Agreement.

11.3 Termination or expiration of, and withdrawal from, this Agreement for any reason, shall be without prejudice to all accrued rights, liabilities and remedies.

12 General

- 12.1 The Parties are independent contractors. No agency, partnership, joint venture, employment or formal business organisation of any kind is created by this Agreement.
- 12.2 The Partner shall not assign, transfer or subcontract its rights and obligations under this Agreement (in whole or part) without the prior written consent of NCS.
- 12.3 In this Agreement neither Party shall be liable for failure to perform due to such acts of God, earthquake, riots, war, fire, epidemics and other like events of similar nature beyond its own reasonable control, provided always that whenever possible the affected Party will resume that obligation as soon as the event occasioning the failure ceases or abates.
- 12.4 No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or of any subsequent breach. The failure of either Party to enforce at any time any of the provisions of this Agreement or the grant of an extension of time to do any act shall in no way be interpreted as a waiver of such provision.
- 12.5 In the event that any or any part of the provisions contained in this Agreement be determined invalid, unlawful or unenforceable to any extent, such provision shall be severed from the Agreement and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 12.6 This Agreement replaces and supersedes any prior understandings, communications and representations whether verbal or written. This Agreement may only be amended by a written document duly signed by the authorised representatives of both Parties.
- 12.7 Notwithstanding anything to the contrary contained in this Agreement or any other document executed in relation hereto, the Contracts (Rights of Third Parties) (Cap.53B) of the Republic of Singapore ("Act") shall not apply to any term of this Agreement, whether expressly or by implication. A person who is not a party to this Agreement shall have no right under the Act to enforce any term(s) of this Agreement.
- 12.8 Any notice, request, waiver, consent or approval shall be in writing in the English language and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post to the party to which it is required or permitted to be given and made at such party's address set forth in Annex A to this Agreement or such other address as may be communicated in writing to the other party. Notices sent by prepaid registered post shall be deemed to have been received on the second working day after the date of posting. Notices delivered by hand shall be deemed to have been received upon delivery.
- 12.9 Notwithstanding anything to the contrary in clause 7 [Intellectual Property] above, the Partner acknowledges and accepts that, in the event the proposed Subcontract is terminated due to the Partner's default, the Partner shall forthwith assign and do all things necessary to enable all and any intellectual property rights in the Partner's Scope of Work to NCS on terms to be agreed by the Parties, so that NCS may engage third parties to perform the Partner's original Scope of Work.
- 12.10 To the extent applicable or relevant to the Partner's Scope of Work and the Project, the Partner shall bear all corporate, goods and services and value-added taxes, fees and costs of any description in connection therewith, and be responsible for making its own arrangements relating to import and export licences, custom, import and export duties, entry permits, storage and insurance, including all costs arising from the transportation of any system, hardware, software, documentation, equipment, spare parts, material and other items from their points of origination to the delivery site.
- 12.11 The Partner shall acquire in its name all permits, approvals and/or licenses from the relevant government authorities, agencies or public service undertakings that are necessary for the performance of the Partner's Scope of Work, including without limitation, visas for the Partner's personnel and suppliers (if necessary).
- 12.12 The Partner shall comply with all relevant laws and regulations that are relevant to and affect the performance of the Partner's Scope of Work.
- 12.13 If NCS is required under the laws of any jurisdiction to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to the Partner, NCS shall be responsible to make such deduction or withholding as

required and the net amount payable and remitted to the Partner shall be less any such deduction or withholding. NCS shall provide the Partner a duplicate copy of such request by the taxation authorities.

13 Dispute Resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred in the first instance, to the parties' respective Authorised Contacts as stated at Annex A. If the dispute is not resolved within a maximum of fourteen (14) days, it shall be referred in the second instance, to NCS' Chief Executive Officer and Partner's Chief Executive Officer (or if none so titled, any corporate officer of the party with like authority and responsibilities) of respective parties for resolution. If, having been so referred the dispute is not resolved within a maximum of thirty (30) days therefrom, such dispute shall be finally settled by arbitration in Singapore in the English language 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. The tribunal shall consist of one (1) arbitrator to be mutually appointed by the parties or in the absence of mutual agreement within fourteen (14) days from date of referral to SIAC, be appointed by the Chairman of SIAC whose decision will be final and binding on both parties.

14 Governing law

The interpretation, construction and performance of this Agreement and of the arbitration shall be governed exclusively by the laws of Singapore excluding its conflict of laws principles and the United Nations Convention for the International Sale of Goods.

AS WITNESS this Agreement has been signed for and on behalf of the Parties the day and year first before written.

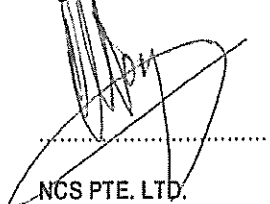
Signed for and on behalf of:



.....
GEO MILLENIUM SYSTEM PTE. LTD.

Name: LOO CHENG KOON
Title: SENIOR MANAGER

Signed for and on behalf of:



.....
NCS PTE. LTD.

Name: WONG WAI KHEONG
Title: SALES DIRECTOR

Geo Millenium System Pte Ltd
31 Toh Guan Road East #04-04 LW Technocentre
Singapore 608608
Tel: (65) 65601181 Fax: (65) 65601191
E-mail: ~~geomsg@pacific.net.sg~~
Web Site: <http://www.geonav.com.sg>

EXHIBIT A

Scope of Work

The scope of the work and responsibilities to be undertaken by each of the Parties herein in respect of the Project are as follows:

(A) NCS

- Provide GMS with the LTA base maps
- Assist GMS in the clearance of on-site road surveys (if required) with LTA and relevant authorities.

(B) PARTNER

Existing Works of the Partner

1. ROAD NETWORK DATASET
2. ROAD NETWORK CUSTOMISATION
3. CAR PARK DATASET

The above Map Dataset(s), is to be used solely for LTA's Next Generation Electronic Road Pricing System (the "Project"). The Map Dataset(s) shall at all times remain property of Geo Millenium System Pte. Ltd. (i.e. IP, Title & Reg. Trademarks). In the instance of a grant of license by GMS, this grant of license shall be non-exclusive, non transferable and within the specific purpose, scope and for the period specified in the quotation as attached. This would be subject to further terms and conditions via a formal (legal) licensing document.

ATTACHED SUBMITTED PROPOSAL & COSTING REF : GMS_EstimateCosts_1.3 (NCS&MHI ERP2) 30122014.pdf



geoM

GMS_EstimateCosts_1

ATTACHED SUBMITTED IPR TABLE REF : GMS_IP Table_1.3 (NCS&MHI ERP2) 30122014.pdf



geoM GMS_IP

Table_1.3 (NCS&MHI

Exhibit B

RFP documents released to Partner (attach RFP document "MC/1, Master Contents")



Master

Content_acknowled

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ANNEX A

NOTIFICATION DETAILS

PARTNER

Name of Partner: **GEO MILLENIUM SYSTEM PTE. LTD. (GMS)**

Division/Department (if applicable): **N/A**

Address: **31 TOH GUAN ROAD EAST, #04-04, LW TECHNOCENTRE,
SINGAPORE 608608.**

Authorised Contact: **To: TISSA DE SILVA
SENIOR MANAGER (GMS)
tissa@geonav.com.sg** **Copy: LOO CHENG KOON
SENIOR MANAGER (GMS)
chengkoon@geonav.com.sg**

Telephone: **+65 6560 1181 / + 65 964 99434**

Facsimile: **+65 6560 1191**

Mailing Address: **31 TOH GUAN ROAD EAST, #04-04, LW TECHNOCENTRE,
SINGAPORE 608608.**

NCS

Address: **NCS PTE. LTD.
5 Ang Mo Kio Street 62
NCS Hub
Singapore 569141**

Authorised Contact: **To: Eddie Lim Sing Loong
Account Director** **Copy: Head, Legal Department
NCS PTE. LTD.**

Telephone: **(65) 6570 4040**

Facsimile: **(65) 6484 4068**

Mailing Address: **NCS PTE. LTD.
5 Ang Mo Kio Street 62
NCS Hub
Singapore 569141**

SINGAPORE INTERNATIONAL ARBITRATION CENTRE

PRACTICE NOTE PN – 01/15 (2 February 2015)

ADMINISTERED CASES

ON THE APPOINTMENT OF ADMINISTRATIVE SECRETARIES

1. This Practice Note shall govern the appointment of administrative secretaries by arbitral tribunals in all cases administered by the Singapore International Arbitration Centre ("SIAC").
2. In appropriate cases, administrative secretaries may be appointed to assist the arbitral tribunal in administrative matters.
3. No administrative secretary may be appointed without the consent of all parties to the arbitration.
4. The administrative secretary shall execute a declaration of independence, impartiality and confidentiality, prior to his appointment.
5. Save for the reasonable expenses of the administrative secretary, the parties are not to bear any fees for the use of an administrative secretary where the amount in dispute is under S\$15,000,000.00 at the time of the request for the appointment of the administrative secretary.
6. In cases where the amount in dispute is S\$15,000,000.00 or above at the time of the request for the appointment of the administrative secretary, the arbitral tribunal may agree with the parties that both the fees and reasonable expenses of the administrative secretary shall be borne by the parties. The fees of the administrative secretary shall not exceed S\$250.00 per hour.
7. The fees and/or reasonable expenses of the administrative secretary shall be invoiced directly to and paid directly by the parties and SIAC shall not collect any advances and deposits from the parties towards the fees and/or reasonable expenses of the administrative secretary.
8. This Practice Note applies to all appointments of administrative secretaries in SIAC-administered arbitrations appointed on or after 2 February 2015.

Issued by:

**Registrar, SIAC
2 February 2015**

SINGAPORE INTERNATIONAL ARBITRATION CENTRE

PRACTICE NOTE PN – 01/14 (2 January 2014)

ADMINISTERED CASES

ON APPOINTMENT OF ARBITRATORS, ARBITRATORS' FEES & FINANCIAL MANAGEMENT

Introduction

1. This Practice Note shall govern the appointment of arbitrators and the financial management of arbitration in all cases administered by the SIAC.
2. An arbitration shall be administered by SIAC in accordance with this Practice Note where –
 - a. it is governed by the arbitration rules of the SIAC; or
 - b. the parties have agreed that the case be administered by the SIAC.
3. In this Practice Note –

"Court" means the Court of Arbitration of SIAC and includes a Committee of the Court;

"President" means the President of the Court and includes a Vice President and the Registrar;

"Registrar" means the Registrar of the Court and includes any Deputy Registrar.

4. Administration by the SIAC includes:
 - a. Appointment of arbitrators;
 - b. Financial management of the arbitration;
 - c. Case management, which includes liaising with arbitrators, parties and their authorised representatives on proper delivery of notices, monitoring schedules and time lines for submissions, arranging hearing facilities and all other matters which facilitate the smooth conduct of the arbitration;
 - d. Where applicable, exercising such supervisory functions entrusted by the arbitration rules; and
 - e. Scrutiny and issuance of awards made by the Tribunal.

Appointment of Arbitrators

5. The criteria for appointment shall follow the provisions specified in legislation or the contract between the parties. In all cases, the objective is to appoint an arbitrator with the attributes of integrity and competence, who is independent and impartial, and who will be perceived as such by the parties.
6. In all cases where the President is to make an appointment of an arbitrator, he may, where appropriate, consult two members of the Court. The President and members of the Court may seek the assistance of the Secretariat of the SIAC.

7. The President shall not appoint a member of the Court or a Director of SIAC as an arbitrator, except where a Director or member of the Court is expressly nominated by a Party as its party-nominated arbitrator, or where two co-arbitrators in a tribunal nominate a Director or member of the Court as the third or presiding arbitrator or otherwise in exceptional circumstances, for instance, as an Emergency Arbitrator. Where a party or two co-arbitrators nominate the President, the appointment shall be made by the Vice-President.
8. In exceptional cases, such as where there are no suitable candidates on the SIAC panel of arbitrators, the President may appoint an arbitrator who is not on the SIAC panel of arbitrators.

Conflict of Interest

9. Any potential candidate for appointment must make a full declaration of independence and impartiality, and disclose to the parties and to the Registrar any fact, circumstance, or relationship which could give rise to justifiable doubts about his or her independence and impartiality.

SIAC Financial Management

10. The financial management of the arbitration includes:
 - a. fixing of Tribunal's fees and other terms of appointment;
 - b. regular rendering of accounts;
 - c. collecting deposits towards the costs of the arbitration; and
 - d. processing the Tribunal's fees and expenses.

Tribunal Not to Make Directions Concerning Fees and Deposits

11. The Tribunal shall not at any time issue directions concerning its own fees and expenses, and deposits thereof.
12. Any administrative matter concerning the costs or expenses in the arbitration shall be dealt with by the Registrar.

Tribunal's Fees

13. The Tribunal's fees shall be ascertained in accordance with the Schedule of Arbitrators' Fees in force at the time of commencement of the arbitration. These fees are payable following the final conclusion of the matter. Interim payments may be made at the discretion of the Registrar following the completion of significant steps in the arbitration, in accordance with paragraphs 25 to 29.
14. In exceptional circumstances, the Registrar may allow an additional fee to be paid to the arbitrator over that prescribed in the Schedule of Arbitrators' Fees.
15. Where the arbitration is terminated, withdrawn or settled, the Registrar shall fix the quantum of fees payable to the arbitrator. In doing so, the Registrar shall take into account the stage of proceedings at which the arbitration was terminated and the amount of work done or time spent by the arbitrator on the matter. In the case of a three-member Tribunal, in general, relative

to the other members of the Tribunal, the Chairman of the Tribunal/Presiding arbitrator will receive a third more in fees.

Tribunal's Expenses

16. The Tribunal's reasonable out-of-pocket expenses necessarily incurred shall be borne by the parties and reimbursed at cost. The expenses will be reimbursed upon submission and verification by SIAC of the supporting invoices or receipts.
17. An arbitrator who is required to travel outside his place of residence will be reimbursed with business class airfare, supported by an invoice or receipt.
18. In addition to out-of-pocket expenses, a per diem of SGD 1,000 shall be allowed to an arbitrator who is required to travel outside his place of residence, whenever overnight accommodation is required. Where no overnight accommodation is required, a per diem of SGD 400 shall be paid.
19. The expenses covered by the per diem in paragraph 18 include the following items which are therefore not claimable as out-of-pocket expenses:
 - a. Hotel accommodation;
 - b. Meals / beverages;
 - c. Laundry / dry cleaning / ironing;
 - d. City transportation (excluding airport transfers);
 - e. Communication costs (telephone, faxes, internet usage etc); and
 - f. Tips.

Advances and Deposits

20. The SIAC shall collect advances and deposits from the parties towards the costs of the arbitration.
21. The first tranche of advances and deposits shall normally be required from the parties shortly after the commencement of the arbitration or request for administration.
22. The Registrar may from time to time request further advances and deposits from the parties.
23. Unless the Registrar directs otherwise, such advances and deposits shall be payable by the parties in equal shares. For the avoidance of doubt, the Registrar may fix separate advances on costs for claims and counterclaims, respectively.
24. All advances and deposits shall be made to and held by the SIAC. Any interest which may accrue on such advances and deposits shall be retained by the SIAC.

Interim Payments to the Arbitrator

25. In appropriate circumstances and upon the request of the arbitrator, the Registrar may allow interim payments to be made.

26. In assessing interim payments, the Registrar shall take into consideration the relevant stage of the arbitration and the work undertaken by the arbitrator to date. The following may be taken as a guide to determine the appropriate amounts of payment

Stage of the Proceedings	Percentage of Fees
Issuance of a substantial order or partial award	Up to 20%
Completion of hearing on merits	Up to 50%

27. The percentages referred to in paragraph 26 shall be taken from the total amount of fees ascertained in accordance with the Schedule of Arbitrator's Fees.
28. The aggregate amount of interim payments shall not exceed 50% of the arbitrator's fees ascertained in accordance with the applicable Schedule of Arbitrators' Fees.
29. Interim payments to the arbitrator may be made without reference to the parties. The parties will be informed of such payments through an updated statement of account.

Legal Liability for Costs of the Arbitration

30. The parties are jointly and severally liable for the costs of the arbitration. SIAC acts as an agent of the Tribunal in collecting these advances and deposits, but is not legally liable to the Tribunal or the parties except to account for the advances and deposits so collected.

The Award

31. The Registrar may, where appropriate, consult the Court before approving the draft award as to its form.
32. SIAC shall redact the names of the parties and other identifying information pertaining to matters relating to the proceedings from any award prior to its publication. SIAC shall consult with the parties, and may consult with the arbitrators, prior to such publication.

Miscellaneous

33. This Practice Note applies to all cases commenced or submitted for administration on or after 2 January 2014. It supersedes the Practice Note for Administered Cases (PN-02/13, 1 September 2013).

Issued by:

Registrar, SIAC
2 January 2014



Singapore International Arbitration Centre

SCHEDULE OF FEES

(All sums stated are in Singapore dollars)

This Schedule of Fees is effective as of 1 August 2014 and is applicable to all arbitrations commenced on or after 1 August 2014.

CASE FILING FEE⁺ (Non-Refundable)

Singapore Parties S\$2,140*

Overseas Parties S\$2,000

+ A filing fee is applicable to all arbitrations administered by SIAC, and to each claim or counterclaim.

* Fee includes 7% GST.

ADMINISTRATION FEES

The administration fees calculated in accordance with the Schedule below apply to all arbitrations administered by SIAC and is the maximum amount payable to SIAC.

Sum in Dispute (S\$)	Administration Fees (S\$)
Up to 50,000	3,800
50,001 to 100,000	3,800 + 2.200% excess over 50,000
100,001 to 500,000	4,900 + 1.200% excess over 100,000
500,001 to 1,000,000	9,700 + 1.000% excess over 500,000
1,000,001 to 2,000,000	14,700 + 0.650% excess over 1,000,000
2,000,001 to 5,000,000	21,200 + 0.320% excess over 2,000,000
5,000,001 to 10,000,000	30,800 + 0.160% excess over 5,000,000
10,000,001 to 50,000,000	38,800 + 0.095% excess over 10,000,000
50,000,001 to 80,000,000	76,800 + 0.040% excess over 50,000,000
80,000,001 to 100,000,000	88,800 + 0.031% excess over 80,000,000
Above 100,000,001	95,000

The administration fees do not include the following:

- Fees and expenses of the Tribunal
- Usage cost of facilities and support services for and in connection with any hearing (e.g. hearing rooms and equipment, transcription and interpretation services etc)
- SIAC's out-of-pocket expenses



Singapore International Arbitration Centre

ARBITRATOR'S FEES

For arbitrations conducted and administered under the Arbitration Rules of SIAC, this is the schedule of fees payable unless the parties have agreed to an alternative method of determining the Tribunal's fees pursuant to Rule 30.1.

The fee calculated in accordance with the Schedule below is the maximum amount payable to one arbitrator.

Sum in Dispute (S\$)	Arbitrator's Fees (S\$)
Up to 50,000	6,250
50,001 to 100,000	6,250 + 13.800% excess over 50,000
100,001 to 500,000	13,150 + 6.500% excess over 100,000
500,001 to 1,000,000	39,150 + 4.850% excess over 500,000
1,000,001 to 2,000,000	63,400 + 2.750% excess over 1,000,000
2,000,001 to 5,000,000	90,900 + 1.200% excess over 2,000,000
5,000,001 to 10,000,000	126,900 + 0.700% excess over 5,000,000
10,000,001 to 50,000,000	161,900 + 0.300% excess over 10,000,000
50,000,001 to 80,000,000	281,900 + 0.160% excess over 50,000,000
80,000,001 to 100,000,000	329,900 + 0.075% excess over 80,000,000
100,000,001 to 500,000,000	344,900 + 0.065% excess over 100,000,000
Above 500,000,000	605,000 + 0.040% excess over 500,000,000 up to a maximum of 2,000,000

EMERGENCY INTERIM RELIEF FEES

The following fees shall be payable in an Emergency Interim Relief application under Rule 26.2 and Schedule 1 of the Arbitration Rules of SIAC:

1. **Administration Fee for Emergency Arbitrator Applications:** An application under Rule 26.2 and Schedule 1 must be accompanied by a payment of:

Singapore Parties S\$5,350*

Overseas Parties S\$5,000

**Fee includes 7% GST.*

2. **Emergency Arbitrator's Fees:** The Emergency Arbitrator's fees shall be capped at 20% of a sole arbitrator's maximum fee calculated in accordance with the Schedule of Fees in force at the time of commencement of the arbitration, but shall be not less than S\$20,000, unless the Registrar otherwise determines. A deposit will be required from the applicant to cover the Emergency Arbitrator's fees and expenses shortly after the application is made.