TELECOMMUNICATIONS ACT
(CHAPTER 323)

CODE OF PRACTICE FOR COMPETITION IN THE PROVISION OF TELECOMMUNICATION SERVICES 2012

In exercise of the powers conferred by section 26 (1) of the Telecommunications Act, the Info-communications Development Authority of Singapore hereby issues the following Code:

TABLE OF CONTENTS

1. PRELIMINARY

1.1 Citation and Commencement

This Code may be cited as the Telecom Competition Code 2012 and shall come into operation on 23 April 2012.

1.2 Goals of this Code

This Code is intended to:

(a) promote the efficiency and competitiveness of the information and communications industry in Singapore;

(b) ensure that telecommunication services are reasonably accessible to all people in Singapore, and are supplied as efficiently and economically as practicable and at performance standards that reasonably meet the social, industrial and commercial needs of Singapore;

(c) promote and maintain fair and efficient market conduct and effective competition between persons engaged in commercial activities connected with telecommunication technology in Singapore;

(d) promote the effective participation of all sectors of the Singapore information and communications industry (in markets whether in Singapore or elsewhere);

(e) encourage, facilitate and promote industry self-regulation in the information and communications industry in Singapore; and

(f) encourage, facilitate and promote investment in and the establishment, development and expansion of the information and communications industry in Singapore.

1.3 Legal Effect of this Code

(a) Every entity to which the Info-communications Development Authority of Singapore ("IDA") grants a licence under section 5 of the Telecommunications Act ("Licensee") must comply with the applicable provisions of this Code. In addition, every non-licensed entity that seeks to acquire Equity Interests or Voting Power in a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust, or seeks to engage in a transaction that results in a Consolidation with a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust, must comply with the applicable provisions in Sections 10 and 11 of this Code.

(b) The obligations contained in this Code are in addition to those contained in the Info-communications Development Authority of Singapore Act (Cap. 137A) ("IDA Act"), the Telecommunications Act, as well as other regulations, licences or codes of practice issued by IDA. To the extent that any provision of this Code is inconsistent with the terms of the IDA Act,

Telecommunications Act, or the terms of any licence issued by IDA, the provisions of the IDA Act, Telecommunications Act or licences shall prevail. To the extent that this Code is inconsistent with the provision of any code of practice issued by IDA or its predecessor, the Telecommunication Authority of Singapore, the terms of this Code shall prevail. If any provision of this Code is held to be unlawful, all other provisions will remain in full force and effect.

1.4 Application of this Code to Licensees

Unless otherwise stated, the provisions of this Code shall apply to all Licensees. The following chart indicates the applicability of various provisions of this Code to different categories of Licensees.

Category of Licensee	Dominant Licensees	Non-dominant Facilities-based Licensees	Non-dominant Services-based Licensees that use Switching or Routing Equipment to provide Telecommunication Services to the Public	Services-based Licensees that do not use Switching or Routing Equipment to provide Telecommunication Services to the Public	Telecommunication Equipment Dealer Licensees
Dominant/Non-dominant classification (Section 2)	All Provisions	All Provisions	All Provisions	Not Applicable	Not Applicable
Consumer Protection (Section 3)	All Provisions	All Provisions	All Provisions	All Provisions	Not Applicable
Tariff Regime (Section 4)	All Provisions	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Interconnection and Infrastructure Sharing (Sections 5-7)	All Provisions	All Provisions (except Sub-sections 6.3 through 6.3.7)	Section 5 (except Sub-sections 5.4.2, 5.4.3, 5.7.5 and 5.7.6) and Section 6 (except Sub-sections 6.3 through 6.3.7) only	Not Applicable	Not Applicable
Competition (Sections 8-9)	All Provisions	All Provisions	All Provisions	All Provisions	All Provisions
Consolidation (Section 10)	All Provisions (apply to Designated Telecommunication Licensees), Designated Business Trusts and Designated Trusts)	All Provisions (apply to Designated Telecommunication Licensees), Designated Business Trusts and Designated Trusts)	All Provisions (apply to Designated Telecommunication Licensees), Designated Business Trusts and Designated Trusts)	All Provisions (apply to Designated Telecommunication Licensees), Designated Business Trusts and Designated Trusts)	Not Applicable
Administrative Procedures (Section 11)	All Provisions	All Provisions	All Provisions	All Provisions	All Provisions
Revocation, Savings and Transitional (Section 12)	All Provisions	All Provisions	All Provisions	All Provisions	All Provisions

1.5 Regulatory Principles

The following regulatory principles provide the foundation for this Code, and will guide IDA's implementation of its provisions:

1.5.1 Reliance on Market Forces

Market forces are generally far more effective than regulation in promoting consumer welfare. Competitive markets are most likely to provide consumers with a wide choice of services at just and reasonable prices. Therefore, to the extent that markets or market segments are competitive, IDA will place primary reliance on private negotiations and industry self-regulation, subject to minimum requirements designed to protect consumers and prevent anti-competitive conduct.

1.5.2 Promotion of Effective and Sustainable Competition

Recognising the effectiveness of market forces in promoting consumer welfare, IDA will take resolute measures to promote and maintain effective and sustainable competition. Such measures will include:

(a) removing or minimising any artificial form of impediment to market entry and exit;

(b) curtailing any concentration of Significant Market Power that has the effect of unreasonably restricting competition;

(c) eliminating anti-competitive behaviour by industry participants;

(d) ensuring that industry participants and consumers have easy access to information on market conditions; and

(e) ensuring that there is inter-operability and, where necessary, reasonable access to networks to prevent impediments to effective competition and market growth.

1.5.3 Promotion of Facilities-based Competition

Effective and sustainable competition will be best achieved through facilities-based competition. However, where there are technological, market or other impediments that will hamper competing Licensees' ability to deploy facilities, IDA will seek to strike a balance between providing the economic incentives to deploy facilities and taking pro-active measures to facilitate services-based competition.

1.5.4 Proportionate Regulation

To the extent that a given market is not yet competitive, significant *ex ante* regulatory intervention is likely to remain necessary. Where this is the case, IDA will seek to impose regulatory requirements that are carefully crafted to achieve clearly articulated results. Such requirements will be no broader than necessary to achieve IDA's stated goals.

1.5.5 Technological Neutrality

IDA's regulatory requirements will reflect the phenomenon of convergence, which is eroding historical differences among platforms such as wireline, cable, wireless and satellite. Regulatory requirements will be based on sound economic principles and, to the extent feasible, will be technology-neutral. As the phenomenon of convergence is in its early stages, with different platforms subject to differing degrees of competition, the objective application of these principles may result initially in the imposition of different regulatory obligations on service providers that use different platforms.

1.5.6 Transparent and Reasoned Decision Making

IDA will apply the provisions of this Code in a transparent manner. IDA will provide an opportunity for public comment in connection with material issues. Except to the extent that information submitted to IDA is confidential, proprietary, commercially sensitive or raises law enforcement or national security concerns, comments will be made available to the public. In arriving at its decisions, IDA will give full consideration to the comments received. IDA will generally make available to the public its decisions adopted pursuant to this Code, and will clearly explain the basis for its actions. IDA will generally also make public any enforcement action taken pursuant to this Code. Where feasible and appropriate, IDA will make available its decisions on its website (www.ida.gov.sg). IDA will also issue guidelines, where appropriate, clarifying the procedures and standards that it will use to implement this Code.

1.5.7 Avoidance of Unnecessary Delay

Recognising the need for Licensees to respond rapidly to changing market forces, IDA will strive to make all decisions pursuant to this Code within the timeframes specified herein and, in any case, as quickly as reasonably possible.

1.5.8 Non-discrimination

IDA's decisions will be non-discriminatory. IDA will treat similarly situated Licensees on an equivalent basis. Where appropriate, IDA's decisions will reflect relevant differences between Licensees or categories of Licensees.

1.5.9 Consultation With Other Regulatory Authorities

IDA, where feasible and appropriate, will consult with other regulatory authorities in Singapore in order to facilitate the development of a consistent regulatory policy that promotes fair and effective competition and serves the public interest.

1.6 Modification and Elimination of Provisions

IDA will modify and, where appropriate, eliminate the provisions of this Code to reflect changing market conditions. There are 3 ways in which the Code may be modified. In each case, IDA will seek public comment prior to adopting

any modification.

1.6.1 Regulatory Review

IDA will review this Code once every three years after the issuance of the Code. IDA intends to conduct the next triennial review three years after the Effective Date of this Code, whereby IDA will eliminate or modify provisions that it determines, based on experience and the growth and development of competition, are no longer necessary. IDA also will make any other changes necessary to achieve the goals of this Code.

1.6.2 Petitions for Elimination or Modification of Provisions of this Code

Licensees may petition IDA to eliminate or modify any provision of this Code. The Licensee must specify the provisions of this Code that it seeks to have eliminated or modified and must provide a clear statement of the reasons why the Licensee believes that such action is justified. The Licensee may propose alternative approaches that, if adopted, would achieve IDA's regulatory objectives in a less burdensome manner.

1.6.3 Right to Modify

IDA may modify this Code on its own initiative at any time.

1.7 Exemptions, Waivers and Suspensions

(a) IDA may exempt any individual Licensee or any specific categories of Licensees from, or waive the application of, all or any provisions of this Code in accordance with section 26(6) of the Act. An exemption or waiver shall be subject to such terms and conditions as IDA may specify and may, without limitation, be on a one-time basis, temporary, permanent, for a fixed period or effective until the occurrence of a specific event. IDA will seek public comment prior to granting any exemption or waiver.

(b) IDA may waive or suspend any provision of this Code that imposes an obligation on IDA in any situation in which such action is necessary in the public interest.

1.8 Rule of Construction

IDA will interpret this Code in a manner that is consistent with the ordinary meaning of the terms used. In case of any ambiguity, IDA will interpret this Code in the manner most consistent with the regulatory principles specified in Sub-sections 1.5 to 1.5.9 of this Code.

1.9 Definitions

This Sub-section defines specialised terms that are used in more than one Section of this Code. Specialised terms that are used in only one Section of this Code are defined at the start of the relevant Section. As used in this Code:

(a) An "Affiliate" of a Licensee, party or Acquiring Party means an entity:

(i) that has an attributable interest in any Licensee, party or Acquiring Party of 5 percent or more (parent);
(ii) in which a Licensee, party or Acquiring Party has an attributable interest of 5 percent or more (subsidiary); or
(iii) in which any parent of the Licensee, party or Acquiring Party has an attributable interest of 5 percent or more (sibling), provided that a Licensee will not be deemed an Affiliate of another Licensee based solely on the fact that both Licensees' ultimate parent has a passive ownership interest in both Licensees.

In determining a relevant party's attributable interest, IDA will use the "sum-the-percentages" methodology. This methodology will be applied successively at each level of the "ownership chain". For example, if the relevant party has legal or beneficial ownership of 100 percent of the voting shares of Entity A, and Entity A has legal or beneficial ownership of 50 percent of the voting shares of Entity B, and Entity B has legal or beneficial ownership of 50 percent of the voting shares of Entity C, then the relevant party will be deemed to have a 25 percent attributable interest in Entity C. In this case, Entity C will be deemed to be an "Affiliate" of the relevant party. Correspondingly, where a party is said to be "affiliated" with another party, the first party is an "Affiliate" of the second party.

(b) "Acquiring Party" has the meaning specified in Sub-section 10.1.1(c) of this Code;

(c) "Business Trust" has the meaning specified in Sub-section 10.1.1(h) of this Code; "Conciliation" means conciliation in accordance with the IDA conciliation procedures specified in Sub-section 11.2 of this Code;

(d) "Consolidation" has the meaning specified in Sub-section 10.1.1 (i) of this Code; "Corporation" has the meaning specified in Sub-section 10.1.1(k) of this Code;

(e) "Customer" means either an End User or another Licensee that purchases a Licensee's Service;

(f) "Designated Business Trust" has the meaning specified in Sub-section 10.1.1(m) of this Code;

(g) "Designated Telecommunication Licensee" has the meaning specified in Sub-section 10.1.1(n) of this Code;

(h) "Designated Trust" has the meaning specified in Sub-section 10.1.1(o) of this Code;

(i) "Dispute Resolution Procedure" means the IDA dispute resolution procedure specified in Sub-section 11.3 of this Code;

(j) "Dominant Licensee" means a Licensee that IDA has classified as dominant under Sub-section 2.2.1 of this Code;

(k) "Effective Date" means the date this Code comes into effect;

(l) "End User" means a business or residential subscriber of any Service in Singapore;

(m) "End User Service Agreement" means an agreement under which a Licensee provides Services to an End User;

(n) "Facilities-based Licensee" means a Licensee to which IDA has granted a

licence to provide Facilities-based Operations under Section 5 of the Telecommunications Act;

(o) "Interconnection Agreement" means a written agreement between Licensees governing interconnection and related arrangements;

(p) "Interconnection Related Services" means services specified by IDA under Sub-section 6.3.2 of this Code;

(q) "Licensee" means, unless otherwise specified in the relevant Sections of this Code, Facilities-based Licensees, Services-based Licensees and Telecommunication Equipment Dealer Licensees.

(r) "Mandated Wholesale Services" means services specified by IDA under Sub-section 6.3.2 of this Code;

(s) "Minimum Interconnection Duties" means the duties specified in Sub-sections 5.4 through 5.4.8 of this Code;

(t) "Reference Interconnection Offer" ("RIO") means the offer that the Dominant Licensee is required to make under Sub-section 6.2.1 of this Code;

(u) "Requesting Licensee" means a Licensee that seeks to obtain Interconnection Related Services and/or Mandated Wholesale Services from a Dominant Licensee;

(v) "Service" means any service for telecommunications (but excludes any broadcasting service), as well as services relating to the use of telecommunication systems;

(w) "Services-based Licensee" means a Licensee to which IDA has granted a licence to provide Services-based Operations under Section 5 of the Telecommunications Act; and

(x) "Significant Market Power" means the ability to unilaterally restrict output, raise prices, reduce quality or otherwise act, to a significant extent, independently of competitive market forces.

2. CLASSIFICATION OF LICENSEES

2.1 Introduction

2.1.1 Application

All provisions in this Section apply to Facilities-based Licensees and Services-based Licensees that use switching or routing equipment to provide Services to the public. In this Section, the term "Licensee" refers to a Facilities-based Licensee or a Services-based Licensee that uses switching or routing equipment to provide Services to the public.

2.1.2 Over-view

This Code distinguishes between Licensees that are subject to competitive market forces and Licensees whose conduct are not constrained adequately by competitive market forces. Most Licensees are subject to competitive market forces. Therefore, IDA will impose minimum regulatory "rules of the road", coupled with the *ex post* enforcement of general prohibitions on anti-competitive conduct, on these Licensees. By contrast, where a Licensee's conduct is not constrained by competitive market forces, IDA will require it to comply with more stringent regulatory requirements.

2.2 Initial Classification of Licensees

(a) At the time when IDA grants a licence, IDA will classify a Licensee as either a:

(i) Non-dominant Licensee; or

(ii) Dominant Licensee.

(b) The classification will be applied on a "licensed entity" basis. Thus, absent an exemption, a Licensee classified as dominant will be subject to Dominant Licensee obligations for all facilities that it operates, and for all services that it provides, pursuant to its licence.

(c) In any case in which IDA classifies a Licensee as dominant, IDA will issue a notice on the IDA website (www.ida.gov.sg) or by any other means of publication as IDA considers appropriate.

2.2.1 Dominant Licensees

A Licensee will be classified as dominant if:

(a) it is licensed to operate facilities used for the provision of Services in Singapore that are sufficiently costly or difficult to replicate such that requiring new entrants to do so would create a significant barrier to rapid and successful entry into the telecommunication market in Singapore by an efficient competitor; or

(b) it has the ability to exercise Significant Market Power in any market in

which it provides Services pursuant to its licence.

2.2.2 Non-dominant Licensees

In the absence of evidence to the contrary, IDA will presume that all Licensees are non-dominant.

2.3 Reclassification of Licensees

(a) IDA will reclassify a Dominant Licensee as non-dominant if IDA concludes, based on relevant evidence, that the Licensee no longer satisfies the conditions for dominant classification specified in Sub-sections 2.2.1 (*a*) and 2.2.1 (*b*) of this Code. IDA will reclassify a Non-dominant Licensee as dominant if IDA concludes, based on relevant evidence, that the Licensee satisfies any one of the conditions for dominant classification specified in Sub-section 2.2.1 (*a*) or 2.2.1 (*b*) of this Code.

(b) Reclassification can occur in any of the following ways:

(i) At the time when IDA renews a Licensee's licence, IDA will make an assessment as to whether the Licensee should be reclassified.

(ii) Where appropriate, IDA may initiate a proceeding to reclassify a Licensee. In such cases (excluding the situation set out in (iv) below), IDA will request the Licensee to provide information that will assist IDA in determining whether or not the Licensee meets the conditions specified in Sub-section 2.2.1 (*a*) and/or Sub-section 2.2.1 (*b*) of this Code.

(iii) A Licensee or other interested party may petition IDA to have a Licensee reclassified. A party seeking to have a Licensee reclassified must provide information demonstrating whether or not the Licensee meets the conditions specified in Sub-section 2.2.1 (*a*) and/or Sub-section 2.2.1 (*b*) of this Code.

(iv) Following an enforcement action taken against a Licensee for contravention of Sub-section 8.2, IDA may reclassify such a Licensee as a Dominant Licensee.

(c) Except in the case of Sub-section 2.3(b)(iv), IDA will seek public comments prior to reclassifying a Licensee.

(d) IDA will issue a notice on the IDA website (www.ida.gov.sg) or by any other means of publication as IDA considers appropriate in any case in which it reclassifies a Non-dominant Licensee as dominant or a Dominant Licensee as non-dominant.

2.4 Transfers of Facilities and Business by Dominant Licensees

(a) A Dominant Licensee may not avoid the special provisions applicable to Dominant Licensees specified in this Code by transferring to another entity the following:

(i) ownership or operational control of facilities that IDA has licensed the

Dominant Licensee to use to provide Services in Singapore; and/or

(ii) any business of the Dominant Licensee, as a going concern, relating to the provision of Services that IDA has licensed the Dominant Licensee to provide in Singapore.

(b) Where a Dominant Licensee wishes to transfer to another entity ownership or operational control of its facilities, and/or its business as a going concern, the Dominant Licensee must obtain IDA's approval prior to effecting the transfer. IDA may approve the transfer request in full or in part, and subject the approval to any appropriate condition that IDA may impose (including reclassifying the transferee as dominant where the criteria for dominant classification set out in Sub-section 2.2.1 of this Code is satisfied).

(c) Where a Dominant Licensee transfers to another entity ownership or operational control of its facilities, and/or its business as a going concern, without first obtaining IDA's approval, in addition to the enforcement measures that IDA may take against the Dominant Licensee for contravention of this Code, the transferee will be required to comply with the special provisions applicable to Dominant Licensees under this Code in relation to the transferred facilities and/or business.

2.5 Exemption from Application of Special Dominant Licensee Provisions

Dominant Licensees are subject to a number of special provisions in this Code. IDA recognises, however, that as competition develops, it may no longer be necessary to apply each of these provisions to every facility operated or service provided by the Dominant Licensee. IDA therefore will consider requests from Dominant Licensees to exempt them from these specific provisions. Where IDA grants a Dominant Licensee an exemption, IDA will issue a notice on the IDA website (www.ida.gov.sg) or by any other means of publication as IDA considers appropriate.

2.5.1 Request for Exemption

A Dominant Licensee that seeks exemption from any special provision applicable to Dominant Licensees must submit an application to IDA that identifies the specific provisions (with Sub-section numbers) of this Code from which the Dominant Licensee seeks exemption. The Dominant Licensee must demonstrate that the continued application of the provision to a specific facility or service is not necessary to protect End Users or to promote and preserve effective competition amongst Licensees. The Dominant Licensee must provide verifiable data to support its request.

2.5.2 IDA Review

IDA will not accept a request for exemption from any provision applicable to Dominant Licensees until the Dominant Licensee has provided the information required under Sub-section 2.5.1 of this Code. After receiving a request for exemption, IDA will notify the Dominant Licensee whether it must provide

additional information before the request can be accepted. IDA will notify the Dominant Licensee of the date on which it accepts the request. IDA will provide an opportunity for public comment before issuing a preliminary decision and a final decision granting or denying the request. In each case, IDA will seek to issue its preliminary and final decision within 90 days from the close of public consultation. IDA may grant the request in full or in part, and subject to any appropriate condition that IDA may impose. Where appropriate, IDA may extend the time by which IDA will issue its preliminary and final decision by providing a written notice to the Dominant Licensee before the end of each 90-day period.

2.6 Evidence to be Considered

A party seeking to demonstrate that a Licensee should, or should not, be classified as dominant, and a Dominant Licensee seeking exemption from any special provision applicable to Dominant Licensees, should submit the following evidence:

2.6.1 Ability of Competitors to Replicate Facilities

A party seeking to demonstrate whether or not a Licensee meets the conditions specified in Sub-section 2.2.1 (*a*) of this Code, and a Dominant Licensee seeking to be exempted from the application of any special provision applicable to Dominant Licensees in connection with a specific facility, should submit verifiable data regarding:

(a) the facilities that the Licensee has deployed to provide Services in Singapore;

(b) the cost to a new entrant to deploy facilities that perform a comparable function;

(c) the extent to which such facilities are commercially available;

(d) the extent to which there are technical, economic or regulatory obstacles to the competitive deployment of such facilities; and

(e) the extent to which competitive deployment has occurred and is likely to occur within the foreseeable future.

2.6.2 Ability of Licensee to Exercise Significant Market Power

A party seeking to demonstrate whether or not a Licensee meets the conditions specified in Sub-section 2.2.1 (*b*) of this Code, and a Dominant Licensee seeking an exemption from any special provision applicable to Dominant Licensees in connection with a specific service, should submit verifiable data regarding the Licensee's ability to exercise Significant Market Power. This should generally include:

(a) the relevant market(s) in which the Licensee provides the services, all services that the Licensee believes are in the same market and the basis on which the Licensee has formed this opinion;

(b) the participants in the market;

(c) the Licensee's market share;

(d) the estimated market shares of other major market participants;

(e) the level of concentration in the market;

(f) the barriers to entry into the market;

(g) the likelihood of timely and sufficient increases in output (either through new entry or the provision of additional services by current market participants) in response to a significant and non-transitory price increase by the Licensee;

(h) the likelihood that End Users would respond to a significant and non-transitory price increase by switching to a competing service provider;

(i) evidence of actual market competition — including new entry, changes in market share over time, price changes, introduction of new services and non-price competition; and

(j) any other relevant factors that could enhance or diminish the Dominant Licensee's ability to act anti-competitively.

3. DUTY OF LICENSEES TO THEIR END USERS

3.1 Introduction

3.1.1 Application

(a) All provisions in this Section apply to Facilities-based and Services-based Licensees.

(b) In this Section, the term:

(i) "Licensee" refers to a Facilities-based Licensee or a Services-based Licensee; and

(ii) "Service" shall, unless the context requires otherwise, include any equipment associated with the use of such service that has been provided by the Licensee to the End User.

(c) This Section governs the relationship between Licensees and their End Users. This Section does not govern the relationship between a Licensee that purchases Services from another Licensee to provide Services to third parties. Nothing in this Section is intended to limit any right that an End User may have under any applicable legislation.

3.1.2 Over-view

The growth of competition provides End Users with increased choice amongst telecommunication service providers. To the extent that Licensees are subject to effective competition, market forces, augmented by the minimal requirements and prohibitions contained in this Section, will generally be sufficient to ensure that Licensees provide Services to End Users on just, reasonable and non-discriminatory terms.

3.2 General Duties of Licensees

Licensees (as defined in Sub-section 3.1.1) must comply with the following consumer protection provisions:

3.2.1 Duty to Comply With IDA's Quality of Service Standards

Licensees must comply with any applicable minimum quality of service standards issued by IDA. However, a Licensee and an End User may agree to a lower quality of service standard. In such cases, the Licensee must clearly inform the End User of the service level that it will provide and the fact that it does not comply with IDA's minimum quality of service standards.

3.2.2 Duty to Disclose Prices, Terms and Conditions

Prior to providing any Service to an End User, a Licensee must disclose to that End User the prices, terms and conditions on which the Licensee provides such Service, including a Service provided on a free trial basis. In addition, a Licensee must also publish, in a form available to the public, the prices, terms and conditions of its

standard Services. The information must be published in a manner that is readily available, current and easy-to-understand.

3.2.3 Prohibition on Disproportionate Early Termination Charges

Licensees may enter into agreements under which they provide an End User with a discount or special consideration in return for the End User's agreement to commit to a minimum service period or a minimum revenue commitment. Such agreements may contain provisions providing for termination liability in the event that the End User ends the agreement prior to the agreed upon termination date. However, the amount of any early termination liability must be reasonably proportionate to the extent of the discount or special consideration that the Licensee has provided and the duration of the period during which the End User took the Service.

3.2.4 Restrictions on Service Termination or Suspension

The following procedures apply when a Licensee seeks to terminate an End User Service Agreement, or suspend the provision of Service to an End User:

3.2.4.1 Service Termination or Suspension With Prior Notice

In any case in which a Licensee seeks to terminate an End User Service Agreement, or suspend the provision of Service to an End User, on the grounds that the End User has breached any of the terms and conditions in that End User Service Agreement, the Licensee may do so, if:

(a) the Licensee has provided the End User with advance notice and a reasonable opportunity to remedy the breach; and

(b) the End User has failed to remedy the breach.

3.2.4.2 Service Termination or Suspension Without Prior Notice

A Licensee may terminate an End User Service Agreement, or suspend the provision of Service to an End User, without providing prior notice only in the following circumstances:

(a) the End User has created, or is likely to create, imminent physical harm (such as interruption, disruption or congestion) to the Licensee's network or has defrauded the Licensee;

(b) the Licensee is acting in compliance with a requirement of any relevant regulatory authority or law enforcement body;

(c) where the End User is an individual, the End User dies; or

(d) where the End User is a Corporation, the End User ceases to carry on its business.

3.2.4.3 Termination or Suspension For Illegal or Improper Activities

Notwithstanding Sub-sections 3.2.4.1 and 3.2.4.2 of this Code, a Licensee may not terminate an End User Service Agreement, or suspend the provision of Service to an End User under the Agreement on the ground that the End User is using the

Service to engage in illegal or improper activities. Instead, in such a situation, the Licensee should inform the relevant authority and act in conformity with that authority's directions or guidelines.

3.2.4.4 Restrictions on Termination or Suspension due to Breach of Another End User Service Agreement

Notwithstanding Sub-sections 3.2.4.1 and 3.2.4.2 of this Code, a Licensee may not terminate an End User Service Agreement, or suspend the provision of Service to an End User, on the grounds that the End User has breached any of the terms and conditions in another End User Service Agreement, where:

(a) the Service to be terminated or suspended is a Basic Telephone Service (where "Basic Telephone Service" means a fundamentally plain telephony service as may be identified by IDA in a Licensee's licence, which service enables an End User to make and receive voice calls within Singapore); or

(b) the other End User Service Agreement that has been breached is with a different Licensee.

3.2.4.5 Service Termination Due to a Licensee's Discontinuance of Operations or Specific Services

A Licensee that intends to discontinue operation or a specific Service must give reasonable advance notice to all affected End Users. In such cases, the Licensee must take all reasonable measures to avoid any service interruption to its End Users, including complying with any requirement specified by IDA. Where feasible, this may include giving End Users the option to transition service to another Licensee specified by the terminating Licensee or to another Licensee specified by the End Users. In any case in which an End User has made an advanced payment for Services provided by a Licensee, and the Licensee subsequently decides to discontinue operation or the specific Service, the Licensee must allocate a proportionate share of the advanced payment for refund to the End User.

3.2.5 Prohibition on "Slamming"

No Licensee may switch an End User from one Licensee's Service to another Licensee's Service without the prior consent of the End User. No Licensee may collect or retain any payment from an End User for any Service that the End User did not consent to receiving. In such cases, the Licensee that performed the unauthorised switching must also bear any cost necessary to switch the End User back to the End User's original service provider.

3.2.6 Duty to Prevent Unauthorised Use of End User Service Information

Licensees must take reasonable measures to prevent the unauthorised use of End User Service Information ("EUSI").

3.2.6.1 Definition of EUSI

EUSI consists of all information that a Licensee obtains as a result of an End User's

use of a Service provided by the Licensee. This includes, but is not limited to, information regarding:

(a) the End User's usage patterns (including number of calls, times of calls, duration of calls and parties called);

(b) the services used by the End User;

(c) the End User's telephone number and network configuration;

(d) the End User's location information; and

(e) the End User's billing name, address and credit history.

3.2.6.2 Prohibition on Unauthorised Use

(a) A Licensee must adopt appropriate procedures to ensure that, unless the End User has provided prior consent, the Licensee will not use EUSI for any purpose other than:

(i) planning, provisioning and billing for any Service provided by the Licensee;

(ii) managing bad debt and preventing fraud related to the provision of Services;

(iii) facilitating interconnection and inter-operability between Licensees for the provision of Services;

(iv) providing assistance to law enforcement, judicial or other government agencies; and/or

(v) complying with any regulatory requirement imposed by IDA authorising the use of EUSI (for example, for the provision of directory assistance services).

(b) The Licensee must further ensure that, unless the End User has provided consent, the Licensee will not provide EUSI to any third party (including its Affiliates) for the purposes of developing and marketing any goods or services.

3.2.6.3 Joint Marketing

Nothing in this Code prohibits a Licensee from allowing other entities to include promotional or other material in any mass mailing that the Licensee makes to all or a selected portion of its End Users, provided that the Licensee does not disclose the EUSI of any End User that has not provided consent.

3.2.7 Service Quality Information Disclosure Requirements

(a) Licensees must make publicly available, in a format that can be understood easily by End Users, a report indicating the number and type of complaints that the Licensee has received from its End Users and a statement as to the extent to which the Licensee has met all applicable quality of service standards issued by IDA.

(b) The Licensee must update this information at least once each year. The

Licensee may satisfy the obligation to make this information publicly available by posting the information on its website.

3.2.8 Prohibition on Charging for Unsolicited Services

A Licensee is prohibited from charging an End User for the provision of any Service that the End User has not consented to receive. For the purposes of Sub-sections 3.2.8 and 3.2.9, "charge" refers to any act which conveys the impression to the End User that he is liable to pay for a service such as the issuance of a bill, and "charging" shall be similarly construed.

3.2.9 Prohibition on Charging for Services Supplied on a Free Trial Basis

If a Licensee has provided an End User with Services on a free trial basis, the Licensee may not charge the End User for such Services after the end of the free trial period unless:

(a) the Licensee has notified the End User of the date on which the free trial period will end; and

(b) the Licensee has obtained the express agreement of the End User to continue the Service after the expiry of the free trial on the applicable prices, terms and conditions notified to the End User.

3.3 Mandatory Contractual Provisions

Licensees must include the provisions specified in Sub-sections 3.3.1 through 3.3.7 of this Code in their End User Service Agreements. An End User may bring a private legal action against a Licensee to enforce these contractual obligations pursuant to its End User Service Agreement with that Licensee. In addition, IDA will treat a Licensee's wilful, reckless, or repeated failure to fulfil these obligations as a contravention of this Code.

3.3.1 Billing Period

The End User Service Agreement must specify how often the Licensee will send a bill. Where the End User Service Agreement does not specify a recurrent period, the End User Service Agreement will be construed to provide that the Licensee will send the bill monthly. The End User Service Agreement must also commit the Licensee to providing clear and accurate bills.

3.3.2 Prices, Terms and Conditions on Which Service Will be Provided

The End User Service Agreement must clearly and comprehensively specify the prices, terms and conditions on which the Licensee will provide its service. The End User Service Agreement may make reference to any tariffs, price lists, or similar documents that are readily available to the public. The End User Service Agreement must further provide that the End User will not be bound by any price, term and condition that varies from those specified in the End User Service Agreement, unless:

(a) the End User provides prior written approval; or

(b) the End User Service Agreement clearly states that the Licensee may revise the prices, terms and conditions by providing reasonable advance notice to the End User.

3.3.3 No Charges for Unsolicited Services

In addition to the obligations set out in Sub-section 3.2.8, the End User Service Agreement must provide that the End User will not be liable to pay for any Service that the End User did not consent to receiving.

3.3.4 Procedures to Contest Charges

The End User Service Agreement must clearly indicate the procedures by which an End User can dispute any charge for Services that the End User reasonably believes to be incorrect. This includes situations in which the End User reasonably believes that the charge was improperly calculated as well as situations in which the End User reasonably believes that the Licensee has not provided the service that it has agreed to provide. At a minimum, the Licensee must require that:

(a) in the event of a dispute, the End User shall not be required to pay any reasonably disputed amounts pending the resolution of the dispute, provided that the End User informs the Licensee of any disputed charge prior to the date on which the payment becomes due. If the End User ultimately is found liable for the disputed amounts, any interest that the Licensee wants to recover from the End User must be set at a commercially reasonable rate. The End User Service Agreement must either specify the exact rate to be charged, or the methodology that the Licensee will use to establish the rate to be charged;

(b) an End User that pays a bill and subsequently chooses to contest the bill will have 1 year (starting from the date of the bill) to do so;

(c) an End User that purchases a pre-paid service who chooses to contest any charge will have 1 year (starting from the date on which the charge was deducted) to do so; and

(d) the Licensee will conduct a complete and objective review of the End User's complaint, and will provide a written response, within 30 days of receiving notification that the End User is contesting a charge.

3.3.5 Private Dispute Resolution

The End User Service Agreement must provide that, if the parties are unable to resolve any dispute, they may:

(a) refer the matter to the Small Claims Tribunal, if the matter is within that body's jurisdiction;

(b) jointly submit the dispute to arbitration; or

(c) submit the dispute to any court of competent jurisdiction.

3.3.6 Termination or Suspension of Service by Licensee

Consistent with Sub-sections 3.2.4.1 through 3.2.4.5 of this Code, the End User Service Agreement must specify prominently:

(a) any basis on which the Licensee reserves the right to terminate or suspend the End User Service Agreement; and

(b) the procedures by which the Licensee will provide the End User with advance notice of any proposed termination or suspension, the basis for the action and the means by which the End User can avoid such termination or suspension.

3.3.7 Use of End User Service Information

The End User Service Agreement must contain procedures regarding the Licensee's use of the End User's EUSI. In particular:

(a) The End User Service Agreement must provide that, unless the End User has provided consent, the Licensee will use the EUSI only for the purposes specified in Sub-section 3.2.6.2 of this Code.

(b) The End User Service Agreement must specify:

(i) the means by which an End User can grant the Licensee consent to use its EUSI for purposes other than those specified in Sub-section 3.2.6.2 of this Code;

(ii) the additional purposes for which, if granted consent, the Licensee may use the EUSI; and

(iii) the means by which an End User can subsequently withdraw consent to use its EUSI for purposes other than those specified in Sub-section 3.2.6.2 of this Code. Any such procedures must be clear and minimally burdensome. The Licensee must not impose any fee on an End User as a result of the End User's withdrawal of consent.

4. DUTY OF DOMINANT LICENSEES TO PROVIDE SERVICES ON JUST, REASONABLE AND NON-DISCRIMINATORY TERMS

4.1 Introduction

4.1.1 Application

All provisions in this Section apply to Dominant Licensees.

4.1.2 Over-view

To the extent that Licensees are not subject to competitive market forces, regulatory intervention is necessary to ensure that such Licensees provide services, both to End Users and to other Licensees, on just, reasonable and non-discriminatory prices, terms and conditions. This Section sets out the requirements with which Dominant Licensees must comply. This Section also establishes a tariff filing, review and publication regime designed to ensure compliance.

4.2 Duties of Dominant Licensees

4.2.1 Duties Applicable to the Provision of All Services

The following duties are applicable to the provision of all Services by a Dominant Licensee:

4.2.1.1 Duty to Provide Service at Just and Reasonable Prices, Terms and Conditions

A Dominant Licensee must provide Services to Customers at prices, terms and conditions that are just and reasonable.

4.2.1.2 Duty to Provide Service on a Non-discriminatory Basis

A Dominant Licensee:

(a) must provide Services to Customers at prices, terms and conditions that are not discriminatory; and

(b) must not discriminate in favour of itself, an Affiliate, or any other related entity in the provision of any Service that it provides pursuant to an effective tariff.

This requires that, except where otherwise permitted or required by IDA, differences in the prices, terms and conditions for comparable Services must be based on objective differences, such as, but not limited to, variations in the cost of the Service provided, variations in the quantity or quality of service provided or variations in the duration of the service agreement period.

4.2.1.3 Duty to Provide Unbundled Services

A Dominant Licensee must provide Services on an unbundled basis.

Specifically, the Dominant Licensee must not require a Customer that wants to purchase a specific Service, as a condition for purchasing that Service, to also purchase any other Services or non-telecommunication related services or equipment. However, the Dominant Licensee may offer Customers the option of purchasing a package that contains multiple Services and non-telecommunication related services or equipment.

4.2.2 Specific Duties Applicable to the Provision of End User Services

The following duties are applicable to the provision of End User Services by a Dominant Licensee:

4.2.2.1 Duty to Provide Service on Reasonable Request

A Dominant Licensee must provide Service to any End User upon reasonable request.

4.2.2.2 Duty to Allow Resale of End User Services

(a) A Dominant Licensee must allow any Licensee to purchase any Service that the Dominant Licensee makes available to End Users, on the same prices, terms and conditions that the Dominant Licensee makes such Service available to End Users. The Dominant Licensee may not prevent the Licensee from reselling the Service to other Licensees or End Users, and using the Service as an input for its provision of Services to other Licensees or End Users.

(i) A Dominant Licensee may comply with this obligation by filing tariffs for End User Services that do not expressly restrict resale and use as an input (or eliminating any restriction on resale and use as an input contained in its existing tariffs for End User Services).

(ii) Where an effective tariff for an End User Service restricts resale or use as an input, upon request by a Licensee, the Dominant Licensee must, within a reasonable time period, file a tariff that allows the Licensee to purchase the Service on the same (or, at the request of the Licensee seeking to acquire the Service, on substantially equivalent) prices, terms and conditions as End Users for the purpose of resale or use as an input.

(b) A Dominant Licensee must not require a Licensee that uses its End User Services as an input into other services to disclose that it is using the Dominant Licensee's Services.

4.2.2.3 Duty to Allow Sales Agency

If a Dominant Licensee provides a commission or fee or other consideration to any other Licensee (whether or not affiliated with the Dominant Licensee) that resells any of the Dominant Licensee's End User Services, the Dominant Licensee must, upon request, provide the same opportunity to any other Licensee on the same prices, terms and conditions.

4.3 Wholesale Services

Unless directed to do so by IDA, a Dominant Licensee is not required to offer any Service on a wholesale basis. If the Dominant Licensee chooses to do so, however, the Dominant Licensee:

(a) must offer the wholesale Service at prices, terms and conditions that are just, reasonable and non-discriminatory;

(b) must allow any Licensee to purchase the wholesale Service;

(c) must not restrict the ability of another Licensee to use the wholesale Service as an input into another service; and

(d) must not require the Licensee to disclose that it is using the Dominant Licensee's wholesale Service as an input.

4.4 Tariffing

4.4.1 Services for Which A Dominant Licensee Must File Tariffs

(a) A Dominant Licensee must file a tariff with IDA and obtain IDA's written approval prior to offering, or modifying the terms on which it offers, any of the following Services (including any offer on a trial basis):

(i) End User Services, including standardised Services designed for residential customers, standardised Services designed for business customers, Services designed for specific customers ("Customised Tariff") and promotional Services;

(ii) resale Services offered under Sub-section 4.2.2.2 of this Code;

(iii) wholesale Services offered under Sub-section 4.3 of this Code; and

(iv) any other Service that IDA directs the Dominant Licensee to offer pursuant to a tariff.

(b) A Dominant Licensee must obtain IDA's written approval prior to withdrawing any Service that it provides pursuant to an effective tariff.

4.4.2 Tariff Filing and Review

IDA will use the following process to review a Dominant Licensee's proposed tariff:

4.4.2.1 Information to be Included

Any proposed tariff filed by a Dominant Licensee for approval must:

(a) fully and clearly describe the Service to be offered;

(b) contain a clear statement of the prices, terms and conditions (including any eligibility requirements) on which the Dominant Licensee offers to provide the Service;

(c) list any discounts or special considerations that the Dominant Licensee will offer and the requirements that must be satisfied (such as minimum volume or

term requirements) to obtain those discounts;

(d) list the minimum period of time during which the Service will be available and the minimum period of time, if any, during which the Dominant Licensee will not increase the filed rates;

(e) be self-contained and must include charges for any Service or equipment not generally subject to tariff regulation when offered as part of a package; and

(f) be accompanied by a memorandum that describes the proposed offering or modification and provides sufficient information to demonstrate that the proposed offering or modification satisfies the relevant criteria specified in Sub-section 4.4.3.1 of this Code.

4.4.3 IDA Tariff Review Process

4.4.3.1 Review Criteria

In assessing whether a proposed tariff is just and reasonable, IDA will apply the following criteria:

(a) In the case of a tariff for an End User Service, IDA will assess whether the prices, terms and conditions are either excessive or inadequate. To assess whether the prices are excessive, IDA will determine whether the prices are competitive with those in a "basket" of jurisdictions, including neighbouring countries, newly industrialised countries, and major financial markets. To determine whether the prices are inadequate, IDA will assess whether the prices are either above average incremental cost or not less than those offered by Licensees that provide a comparable Service. IDA will also seek to determine whether the prices, terms and conditions are not discriminatory by comparing the prices, terms and conditions to those that the Dominant Licensee offers in other tariffs for comparable Services. In cases in which IDA determines that a Service has a widespread public impact, IDA may also consider other relevant factors.

(b) In the case of a resale tariff for an End User Service, IDA will seek to determine whether the Dominant Licensee is offering the Service on the same (or, where the tariff is filed to meet the request of a Licensee seeking to acquire the Service, on substantially equivalent) prices, terms and conditions as the Dominant Licensee's corresponding tariff for that End User Service.

(c) In the case of a tariff for wholesale Service offered under Sub-section 4.3 of this Code, IDA will seek to determine whether the prices, terms and conditions are no less favourable than the prices, terms and conditions on which the Dominant Licensee offers any comparable retail Service to its End Users.

4.4.3.2 Review Procedures

In general, within 7 working days, IDA will either accept or reject the proposed tariff. This period is shortened to 5 working days for joint promotional offerings or 3 working days for stand-alone promotions. A working day means Monday through

Friday, except public holidays. If IDA rejects the proposed tariff, it will provide a statement of the basis for its rejection. Where IDA determines that it would be appropriate, however, it may take any of the following actions:

(a) extend the review period;

(b) seek additional information from the Dominant Licensee (including inspecting the accounts and other documents of the Dominant Licensee);

(c) conduct an audit on the Dominant Licensee;

(d) seek public comments;

(e) allow the proposed tariff to go into effect on an interim basis, subject to retroactive adjustment if IDA concludes that any price, term or condition in the tariff contravenes this Code; and/or

(f) allow the proposed tariff to go into effect, subject to the Dominant Licensee's acceptance of specific conditions that IDA may impose.

4.5 Duty to Publish Tariffs

The Dominant Licensee must disclose, by publishing on its website, the effective tariff for any Service no later than the date on which the Licensee begins to provide such Service. The information must at the minimum include a service description, prices (including any discount structures), service suspension and termination provisions (including any early termination charges), and service availability and eligibility requirements.

4.6 Duty to Provide Service Consistent With Effective Tariffs

(a) Dominant Licensees must provide Services on the prices, terms and conditions specified in the applicable effective tariffs.

(b) In any case in which IDA allows a proposed tariff to go into effect, and a Dominant Licensee subsequently enters into an agreement on terms that differ from those in its effective tariff, IDA may:

(i) take enforcement action against the Dominant Licensee under Section 11 of this Code;

(ii) direct the Dominant Licensee to amend its agreement to comply with the prices, terms and conditions in its effective tariff; and/or

(iii) direct the Dominant Licensee to file a new tariff embodying the terms of the agreement.

(c) In any case in which a Dominant Licensee enters into an agreement based on the terms of an effective tariff, and IDA subsequently allows (or directs) the Dominant Licensee to modify the terms of such tariff, the Dominant Licensee must amend the agreement to be consistent with the modified tariff unless otherwise approved by IDA.

4.7 Review of Effective Tariffs

Once IDA allows a tariff to go into effect, IDA will presume that the prices, terms

and conditions are just, reasonable and non-discriminatory. IDA may review the effective tariff periodically to determine whether the prices, terms and conditions remain just, reasonable and non-discriminatory, and may direct the Dominant Licensee to make appropriate modifications. In addition, any person that believes that the prices, terms and conditions on which a Dominant Licensee is providing Services pursuant to an effective tariff are unjust, unreasonable or discriminatory may petition IDA to review those provisions. The petitioner must provide the basis for its belief. IDA may also take enforcement action if it concludes that an effective tariff, or the Dominant Licensee's implementation of an effective tariff, contravenes any provision of this Code.

5. REQUIRED COOPERATION AMONGST LICENSEES TO PROMOTE COMPETITION

5.1 Introduction

5.1.1 Application

(a) All provisions in this Section apply to Facilities-based Licensees. All provisions in this Section, except Sub-sections 5.4.2, 5.4.3, 5.7.5 and 5.7.6, apply to Services-based Licensees that use switching or routing equipment to provide Services to the public.

(b) In this Section, the term:

(i) "Licensee" refers to a Facilities-based Licensee or a Services-based Licensee that uses switching or routing equipment to provide Services to the public; and

(ii) "Dominant Licensee" refers to a Facilities-based Licensee that IDA has classified as dominant.

5.1.2 Over-view

In order to ensure the deployment of an integrated "network of networks" that provides seamless any-to-any communications throughout Singapore, Licensees are required to co-operate with each other in the manner specified in this Section.

5.2 Duty to Interconnect With Other Licensees

Licensees have a duty to interconnect with other Licensees. Interconnection may be either direct or indirect. IDA generally will not involve itself in interconnection negotiations between Non-dominant Licensees. Every Interconnection Agreement must be in writing.

5.3 Duty to Submit to IDA All Interconnection Agreements

(a) Licensees must submit to IDA a copy of all Interconnection Agreements into which they enter.

(i) Where one of the parties is a Dominant Licensee, the Licensees must provide that their Interconnection Agreement will not be effective until approved by IDA.

(ii) Where neither party is a Dominant Licensee, the Licensees may provide that their Interconnection Agreement will be effective upon submission to IDA. If the Licensees include such a provision, they must further provide that the Interconnection Agreement will remain effective unless IDA informs the Licensees that it rejects the Interconnection Agreement in accordance with Sub-section 5.3(b). If the Licensees do not want to include the above provisions, they must provide that their Interconnection Agreement will not be effective until approved by IDA.

(b) For an Interconnection Agreement where neither party is a Dominant Licensee, IDA may within 21 days of the date of submission, approve or reject the Interconnection Agreement or require the Licensees to provide additional information within such time specified by IDA. Where IDA requires additional information, the review period shall be extended by another 21 days from the date on which complete information is provided to IDA. If IDA does not take any action upon expiry of the review period, the Interconnection Agreement shall be deemed approved. Where the Licensees fail to provide complete information to IDA within the specified time, IDA may reject the Interconnection Agreement. (The process for review of Interconnection Agreements where one of the parties is a Dominant Licensee is set out in Sub-section 6.4).

(c) IDA will not publicly disclose Interconnection Agreements between Non-dominant Licensees.

5.4 Minimum Duties for Interconnection Agreements

(a) Where neither party is a Dominant Licensee, IDA will not reject any Interconnection Agreement that fulfils the Minimum Interconnection Duties specified in Sub-sections 5.4 through 5.4.8 of this Code (additional requirements applicable to Interconnection Agreements involving a Dominant Licensee are contained in Section 6 of this Code).

(b) In any case in which IDA rejects an Interconnection Agreement, it will direct the Licensees to make the necessary changes. Where one of the Licensees is a Dominant Licensee, the Licensees must make the required changes, unless both Licensees agree to withdraw the Interconnection Agreement. Where neither of the Licensees is a Dominant Licensee, the Licensees must make the required changes, unless either Licensee determines that it wants to withdraw the Interconnection Agreement.

5.4.1 Duty to Establish Compensation Agreements for the Origination, Transit and Termination of Telecommunication Traffic

The Interconnection Agreement must establish compensation arrangements governing the origination, transit and/or termination of telecommunication traffic. The Licensees may enter into any mutually acceptable compensation arrangement.

5.4.2 Duty to Provide Non-discriminatory Interconnection Quality

Where the Interconnection Agreement obligates a Facilities-based Licensee to provide direct interconnection to another Licensee, unless the Licensees expressly agree otherwise, the Interconnection Agreement must provide that the Facilities-based Licensee will provide sufficient points of interconnection and take other measures to ensure that, on a service-by-service basis, the services that the Facilities-based Licensee provides to other Licensees pursuant to any Interconnection Agreement are at least equivalent in quality to the quality that the Facilities-based Licensee provides to itself, its Affiliates, or any other Licensee.

5.4.3 Duty to Prevent Technical Harm to the Network

Where the Interconnection Agreement obligates a Facilities-based Licensee to directly interconnect with another Licensee, the Interconnection Agreement must provide that the interconnecting Licensees will take reasonable measures to ensure that the interconnection does not cause physical or technical harm to each other's network.

5.4.4 Duty to Provide Billing Information

The Interconnection Agreement must provide that the Licensees will provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other Licensee.

5.4.5 Duty to Preserve Confidential Information Provided by Other Licensees

The Interconnection Agreement must provide that each Licensee will:

(a) protect from disclosure any confidential or proprietary information provided by the other Licensee in the course of negotiating or implementing an Interconnection Agreement;

(b) use such information only for the provision of the specific Interconnection Related Services requested by the other Licensee; and

(c) adopt appropriate procedures to ensure that the information is not used for the development or marketing of other Services or telecommunication equipment by the Licensee, its Affiliates or third parties.

5.4.6 Duty to Obtain IDA Approval for Suspension or Termination

(a) The Interconnection Agreement must include a statement of the bases, if any, for which unilateral suspension or termination will be permitted. This can include situations where:

(i) one party has materially breached the agreement including, but not limited to, repeated failure to make required payments;

(ii) one party has become insolvent;

(iii) continued operation of the agreement would be unlawful; or

(iv) continued operation of the agreement would pose an imminent threat to life or property.

(b) The Interconnection Agreement also must provide that any unilateral suspension or termination, unless by operation of law, will only become effective when, and to the extent that, it is approved by IDA.

5.4.7 Duty to Amend

The Interconnection Agreement must provide that the Licensees will amend the Interconnection Agreement to incorporate any additional or modified Minimum Interconnection Duty that IDA adopts during the term of the Interconnection

Agreement.

5.4.8 Duty to Comply With Singapore Law

The Interconnection Agreement must provide that it will be governed by the laws of the Republic of Singapore.

5.5 Enforcement of Interconnection Agreements

Once an Interconnection Agreement becomes effective, IDA generally will not involve itself in the day-to-day implementation of the Interconnection Agreement.

5.5.1 Duty to Co-operate

Licensees have a duty to co-operate, in good faith and in a commercially reasonable manner, in implementing the terms of their Interconnection Agreements, avoiding unnecessary disputes and resolving disputes promptly and fairly.

5.5.2 Private Enforcement

Interconnection Agreements are private contracts between the Licensees. IDA will not resolve disputes arising out of Interconnection Agreements between Non-dominant Licensees. If the Non-dominant Licensees are unable to resolve any dispute regarding the implementation of their Interconnection Agreements, they may agree to binding arbitration or may seek relief from a court of competent jurisdiction. However, to the extent that the dispute turns on an interpretation of the Telecommunications Act, any subsidiary legislation made under it, any decision of IDA, or any provision of this Code, the Non-dominant Licensees may ask IDA to provide an interpretation.

5.6 Modification, Suspension or Termination of Interconnection Agreements

Whilst Interconnection Agreements will generally remain effective throughout their specified term, IDA recognises that there may be situations in which the parties will agree to modify, suspend or terminate such Interconnection Agreements.

5.6.1 Modification, Suspension or Termination by Mutual Agreement

The following provisions govern the modification, suspension or termination of Interconnection Agreements by mutual agreement:

5.6.1.1 Modification by Mutual Agreement

(a) An Interconnection Agreement may be modified at any time by mutual agreement of the Licensees.

(i) Where one of the parties is a Dominant Licensee, the Licensees must provide that the modification will not be effective unless approved by IDA.

(ii) Where neither party is a Dominant Licensee, the Licensees may provide that the modification will be effective upon submission to IDA. If the

Licensees include such a provision, they must further provide that the modification will remain effective unless IDA informs the Licensees in accordance with Sub-section 5.6.1.1(b) that either the Interconnection Agreement, as modified, no longer complies with the Minimum Interconnection Duties specified in Sub-sections 5.4 through 5.4.8 of this Code, or the modification is rejected. If the Licensees do not want to include the above provision, they must provide that the modification will not be effective unless approved by IDA.

(b) For an Interconnection Agreement where neither party is a Dominant Licensee, IDA may within 21 days of the date of submission, reject the modification or require the Licensees to provide additional information within such time specified by IDA. Where IDA requires additional information, the review period shall be extended by another 21 days from the date on which complete information is provided to IDA. If IDA does not take any action upon expiry of the review period, the modification shall be deemed approved. Where the Licensees fail to provide complete information to IDA within the specified time, IDA may reject the modification. (The process for review of modification to Interconnection Agreements where one of the parties is a Dominant Licensee is set out in Sub-section 6.4).

(c) Where IDA rejects a modification, it may direct the Licensees to make the necessary changes. Where one of the Licensees is a Dominant Licensee, the Licensees must make the required changes, unless both Licensees agree to withdraw the modification. Where neither of the Licensees is a Dominant Licensee, the Licensees must make the required changes, unless either Licensee determines that it wants to withdraw the modification.

5.6.1.2 Suspension or Termination by Mutual Agreement

An Interconnection Agreement may be suspended or terminated at any time by the mutual agreement of the Licensees. Upon any such suspension or termination, the Licensees must immediately notify IDA in writing and provide the reasons for the suspension or termination.

5.6.2 Unilateral Suspension or Termination of Interconnection Agreements

Except where imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, prior to unilaterally suspending or terminating an Interconnection Agreement, the Licensee that seeks to take such action must seek IDA's written approval of the action it proposes to take and provide the reason why it believes such action is appropriate. Upon reviewing such proposal, IDA will provide the other Licensee with an opportunity to submit its views regarding the proposed suspension or termination of the Interconnection Agreement. IDA will within 45 days of the initial notification, issue its decision, granting or denying, in whole or in part, the request or require the Licensees to provide additional information within such time specified by IDA. Where IDA requires additional information, the review period shall be extended by another 21 days from the date on which complete information is provided to

IDA. Any unilateral suspension or termination will only become effective when, and to the extent that, it is approved by IDA.

5.7 Other Duties

Even in the absence of an Interconnection Agreement, all Licensees have the following duties:

5.7.1 Duty to Disclose Information on Interfaces

A Licensee must make publicly available, in a clear format and in sufficient detail, information on all physical and logical interfaces of its network necessary to allow the development and deployment of Services and telecommunication equipment that can interconnect to, and interoperate with, that Licensee's network. A Licensee must also make publicly available, not less than 6 months prior to deployment, information on any change in logical or physical interfaces that could materially affect existing interconnection arrangements. A Licensee must not disclose this information to any Affiliate, whether licensed or not, prior to the time that the Licensee makes this information available to the public.

5.7.2 Duty to Comply With Mandatory Technical Standards

IDA recognises the potential benefits of adoption of technical standards. IDA will consult with the telecommunication industry to determine when such technical standards should be made mandatory. Licensees must comply, within a reasonable period, with any applicable mandatory technical standard adopted by IDA or, in the absence of such technical standards, with the technical standards adopted by the International Telecommunication Union ("ITU"). In the absence of an IDA or ITU technical standard, Licensees may provide any service or deploy any equipment that complies with a technical standard adopted by an official standards setting body, or that complies with an established industry specification or has been deployed by another Licensee without resulting in operational or other harm.

5.7.3 Duty to Facilitate Change of Service Providers

Licensees must take any reasonable action necessary to allow an End User that chooses to obtain Service from a different Licensee to do so with minimum difficulty. This includes the duty, where technically feasible, to allow the End User to retain the same telephone number or network address and to continue to receive Service using the same local loop.

5.7.4 Duty to Assist in the Provision of Integrated Directories and Directory Enquiry Service

A Licensee that provides voice telephony service over a wireline network must exchange the names, addresses and telephone numbers of its End Users with other wireline Licensees for the purpose of providing integrated directories and directory enquiry service. Licensees must update this information periodically. Licensees

receiving this information may use it solely for the purpose of providing integrated directories or directory enquiry services. In particular, Licensees receiving this information may not use this information for marketing or other competitive purposes.

5.7.5 Duty to Reject Discriminatory Preferences Regarding Support Facilities

A Facilities-based Licensee that is affiliated, directly or indirectly, with a non-licensed entity that controls towers, ducts or similar support facilities may not request or accept access to those facilities and any related services on prices, terms and conditions that are not available to all Facilities-based Licensees.

5.7.6 Duty to Reject Discriminatory Preferences Regarding Space and Support at End User Premises

A Facilities-based Licensee may not request or accept any special preference from a building owner or manager regarding the provision of space or support facilities for the Facilities-based Licensee's network equipment, where such preference would as a practical matter preclude additional Facilities-based Licensees from providing competing Services to the building occupants. In addition, a Facilities-based Licensee that places in the common space of a building equipment used to provide Services must, upon request from another Facilities-based Licensee that wants to place its equipment in the same space, take reasonable measures to allow the other Facilities-based Licensee to share the available space, when necessary to allow the competitive provision of Services. This may include reconfiguring its equipment in a manner that optimises the use of the common space.

6. INTERCONNECTION WITH DOMINANT LICENSEES

6.1 Introduction

6.1.1 Application

(a) All provisions in this Section apply to Dominant Facilities-based Licensees. All provisions in this Section, except Sub-sections 6.3 through 6.3.7 of this Code, apply to Non-dominant Facilities-based Licensees and Services-based Licensees that use switching or routing equipment to provide Services to the public.

(b) In this Section, the term:

(i) "Licensee" refers to a Facilities-based or a Services-based Licensee that uses switching or routing equipment to provide Services to the public; and

(ii) "Dominant Licensee" refers to a Facilities-based Licensee that IDA has classified as dominant.

6.1.2 Over-view

IDA strongly encourages Licensees to enter into Interconnection Agreements through commercial negotiations. IDA recognises, however, that it cannot rely solely on market forces to ensure that Dominant Licensees enter into Interconnection Agreements. IDA, therefore, will take a more active role in ensuring the adoption of just, reasonable and non-discriminatory Interconnection Agreements involving a Dominant Licensee.

6.2 Options for Entering into an Interconnection Agreement

A Dominant Licensee must provide Interconnection Related Services and Mandated Wholesale Services to other Licensees. A Requesting Licensee that seeks to obtain these services from a Dominant Licensee may do so by using any of the following 3 options:

6.2.1 Option 1: Interconnection Pursuant to an Approved Reference Interconnection Offer

A Requesting Licensee may obtain Interconnection Related Services and Mandated Wholesale Services from a Dominant Licensee on the terms specified in a Reference Interconnection Offer ("RIO") developed by the Dominant Licensee and approved by IDA. The Dominant Licensee must offer the RIO for a period of 3 years. By notice on the IDA website (www.ida.gov.sg) or by any other means of publication as IDA considers appropriate, IDA will specify the commencement date for the 3-year period. Thereafter, prior to the expiry of the 3-year period, IDA may by notice on the IDA website (www.ida.gov.sg) or by any other means of publication as IDA considers appropriate, specify any further 3-year period for which the Dominant Licensee must offer the RIO to Requesting Licensees. The

general requirements of the RIO are specified in Sub-sections 6.3.1 through 6.3.5 of this Code. IDA may require the Dominant Licensee to modify the RIO prior to the expiry of the 3-year period following the triennial review of this Code pursuant to Sub-section 1.6.1 of this Code or at any other appropriate time.

6.2.2 Option 2: Interconnection Pursuant to an Existing Interconnection Agreement

A Licensee may obtain Interconnection Related Services and Mandated Wholesale Services from a Dominant Licensee on the same prices, terms and conditions that the Dominant Licensee has agreed to with another similarly situated Licensee in any Interconnection Agreement. For the purposes of this Section, a Services-based Licensee and a Facilities-based Licensee will not be deemed to be similarly situated. The Interconnection Agreement between the Requesting Licensee and the Dominant Licensee will terminate on the day the agreement that the Requesting Licensee "opted-into" terminates.

6.2.3 Option 3: Interconnection Pursuant to an Individualised Interconnection Agreement

A Licensee may obtain Interconnection Related Services and Mandated Wholesale Services from a Dominant Licensee pursuant to the prices, terms and conditions of an Individualised Interconnection Agreement between the 2 parties. Such agreements may be arrived at through voluntary negotiations or via the dispute resolution process specified in Sub-sections 6.4.3 through 6.4.3.3 of this Code.

6.3 The Reference Interconnection Offer

The following provisions govern a Dominant Licensee's RIO:

6.3.1 Duty to Develop a Reference Interconnection Offer

Within 60 days of being directed to do so by IDA, Dominant Licensees must submit a proposed RIO to IDA for approval.

6.3.2 Services That Must be Offered under RIO

(a) IDA will specify, in Appendix 2 of this Code, the Interconnection Related Services and Mandated Wholesale Services that the Dominant Licensee must offer under the RIO, and their applicable requirements by which the Dominant Licensee must provide these services. IDA may specify a limited period during which the Dominant Licensee must offer these services.

(b) IDA may, at any appropriate time, review and revise (by adding to, eliminating from or modifying) the list of Interconnection Related Services and Mandated Wholesale Services, and their applicable requirements specified in Appendix 2 of this Code. In each case, IDA will seek public comment prior to adopting any modification.

(c) IDA will require a Dominant Licensee to offer a service as a Mandated Wholesale Service where IDA concludes that:

(i) the service is a necessary input for the provision of competitive Services in Singapore; and

(ii) providing the service is sufficiently costly or difficult that requiring other Licensees to do so would create a significant barrier to the provision of competitive Services in Singapore by an efficient competitor.

6.3.3 Substantive Requirements of RIO

The RIO must comply with the following substantive requirements:

6.3.3.1 Absolute Prohibition on Discrimination

A Dominant Licensee must offer to provide all Interconnection Related Services and Mandated Wholesale Services to Requesting Licensees on prices, terms and conditions that are no less favourable than the prices, terms and conditions on which it provides comparable services to itself, its Affiliates or other Customers.

6.3.3.2 RIO Must be Clear, Complete and Modular

(a) The RIO must:

(i) contain a comprehensive and complete written statement of the prices, terms and conditions on which the Dominant Licensee is prepared to provide Interconnection Related Services and Mandated Wholesale Services to any Requesting Licensee (including a complete technical description of the Interconnection Related Services and Mandated Wholesale Services offered, the procedures that will be used to order and provide such services, and the timeframes that will apply);

(ii) be clearly written and organised in a logical and consistent manner;

(iii) be modular, allowing a Requesting Licensee to purchase only those Interconnection Related Services and Mandated Wholesale Services that it wants to obtain;

(iv) be sufficiently detailed to enable a Requesting Licensee that is willing to accept its prices, terms and conditions to obtain Interconnection Related Services and Mandated Wholesale Services without having to engage in negotiations with the Dominant Licensee; and

(v) comply with the specific requirements specified in Appendix 1 and Appendix 2 of this Code.

(b) If a Requesting Licensee accepts the RIO, further discussions will be limited to implementing the accepted prices, terms and conditions. Such discussions should last no more than 30 days.

6.3.3.3 Additional Required Terms

In addition, the RIO must contain the following:

(a) a description of the quality of service that the Dominant Licensee will provide — including the means by which quality of service will be measured, the

timeframe within which any short-comings will be corrected, and the amount and manner in which the Requesting Licensee will be compensated for any failure by the Dominant Licensee to meet the quality of service standards;

(b) a description of any operational and technical requirements that the Requesting Licensee must comply with to avoid harm to the Dominant Licensee's network;

(c) a description of the means by which the Dominant Licensee will provide information (including call type, duration, and points of origination and termination) necessary to allow the Requesting Licensee to bill for Services that it provides to its End Users;

(d) a statement of the terms on which the Dominant Licensee will protect confidential information provided by the Requesting Licensee, and the terms on which the Dominant Licensee requires the Requesting Licensee to protect its confidential information, in connection with any Interconnection Agreement — including a description of the standards to be used to determine whether information is confidential;

(e) a description of the means by which the Dominant Licensee will work with the Requesting Licensee to enable its End Users to keep their current telephone numbers or network addresses if they switch to the Services provided by the Requesting Licensee;

(f) a description of the means by which a Requesting Licensee can order currently available Interconnection Related Services and Mandated Wholesale Services on an unbundled basis — including the contact person, the expected number of days from order to provisioning, the means by which provisioning will be monitored (including quality of service testing procedures), the procedures for reporting operational and technical problems, the procedures and timeframes for correcting any such problems, and the amount and means by which the Dominant Licensee will compensate the Requesting Licensee for any unreasonable provisioning delays;

(g) where applicable, information regarding the availability of Interconnection Related Services — including the address of each exchange, the geographical boundaries of the area served by each exchange, the extent to which copper loops are available at each exchange — and the procedures that the Dominant Licensee will use to notify the Requesting Licensee in the event any Interconnection Related Service ceases to become available at any location;

(h) the means by which the Requesting Licensee can request additional Interconnection Related Services not currently specified in the RIO — including the timeframe, procedures, processes and standards that the Dominant Licensee will use to assess such requests;

(i) a list and description of any reasonable restriction or condition that the Dominant Licensee intends to impose on the terms of the offer contained in the RIO — including any situations in which capacity, technical or

operational constraints will limit the ability of the Dominant Licensee to meet requests for Interconnection Related Services and Mandated Wholesale Services, and any situation in which a Dominant Licensee will not offer (or will limit or condition an offer of) interconnection to a Licensee or class of Licensees;

(j) a provision stating that the Licensees will refer disputes regarding interconnection arising from the implementation of the Interconnection Agreement to IDA for resolution and will seek IDA's written approval before unilaterally suspending or terminating the Interconnection Agreement;

(k) statements that:

(i) if the RIO is accepted, the Interconnection Agreement will constitute the entire agreement between the Licensees;

(ii) if any provision of the Interconnection Agreement is held to be unlawful or is required to be amended, all other provisions of the agreement will survive;

(iii) any disputes between the Licensees will be governed by the laws of Singapore, including this Code;

(iv) the Dominant Licensee will not unreasonably withhold consent from a Licensee seeking to assign its rights and obligations to another Licensee; and

(l) any other provision required to be included in an Interconnection Agreement to satisfy the Minimum Interconnection Duties specified in Sub-sections 5.4 through 5.4.8 of this Code.

6.3.4 Pricing of Interconnection Related Services and Mandated Wholesale Services

The relevant pricing methodologies are described in Appendix 1 of this Code. In particular:

(a) The prices at which a Dominant Licensee offers to provide all Interconnection Related Services pursuant to its RIO must be cost-based. The Dominant Licensee must use the pricing methodology specified by IDA, pursuant to Appendix 1 of this Code.

(b) Where a Dominant Licensee is required by IDA to provide a Mandatory Wholesale Service, IDA will specify the applicable pricing methodology to be adopted by the Dominant Licensee, pursuant to Appendix 1 of this Code.

6.3.5 Modification and Duration of RIO Agreement

The Dominant Licensee must provide that:

(a) unless IDA authorises the Dominant Licensee to withdraw its RIO and terminate any Interconnection Agreement adopted pursuant to its RIO, any Interconnection Agreement arrived at by accepting the RIO shall be effective for such period as the Dominant Licensee is required to offer the RIO to Requesting Licensees under Sub-section 6.2.1 of this Code; and

(b) the prices, terms and conditions contained in any Interconnection

Agreement arrived at by accepting the RIO will be effective for the duration of the Interconnection Agreement unless either:

(i) the Dominant and Requesting Licensees agree to modify their Interconnection Agreement pursuant to Sub-section 5.6.1.1 of this Code, in which case the parties' Interconnection Agreement will be treated as an Individualised Interconnection Agreement for the purposes of this Code; or

(ii) IDA directs the Dominant Licensee to modify any provision of its RIO, or approves a modification proposed by the Dominant Licensee, in which case the Licensees must amend the Interconnection Agreement to conform to the modifications in the RIO.

6.3.6 IDA Review of the Proposed RIO

(a) IDA will review the proposed RIO to determine whether it satisfies the requirements specified in Sub-sections 6.3.2 through 6.3.5 of this Code (including the requirements specified in Appendix 2 of this Code pursuant to Sub-section 6.3.2 of this Code), and serves the public interest. IDA will promptly seek public comments regarding the proposed RIO, which must be filed within 30 days from the date on which IDA seeks comments. Within 60 days from the date on which IDA receives the proposed RIO, IDA will notify the Dominant Licensee of its approval or rejection of the proposed RIO, or that IDA requires an additional 30 days for its review.

(b) If IDA rejects any portion of the proposed RIO, it will provide the Dominant Licensee with a written explanation of the basis for the rejection and the modifications required to bring the proposed RIO into compliance with IDA's requirements. The Dominant Licensee will have 30 days from the date on which IDA provides notification to submit a revised proposed RIO that incorporates the modifications required by IDA. IDA will have 30 days from the date on which it receives the revised proposed RIO to approve the RIO or direct the Dominant Licensee to incorporate specific language.

(c) A Dominant Licensee must notify IDA and obtain IDA's written approval before making any changes to its RIO.

6.3.7 Model Confidentiality Agreement

(a) Within 15 days of being directed to do so by IDA, the Dominant Licensee must submit a Model Confidentiality Agreement to IDA for approval. The Model Confidentiality Agreement must contain provisions, which must be no broader than necessary to protect the Licensees' legitimate commercial interests, governing preservation of proprietary or commercially sensitive information disclosed by either Licensee during any negotiation related to the adoption of an Individualised Interconnection Agreement. This must include provisions barring either Licensee from disclosing confidential information to Affiliates or third parties, except to the extent necessary to adopt and implement the Individualised Interconnection

Agreement under negotiation.

(b) IDA will provide 10 days for public comment and, within 21 days from the submission of the proposed Model Confidentiality Agreement, will accept, reject or require modification to the proposed Model Confidentiality Agreement. The Dominant Licensee will have 7 days from the date IDA provides notification to submit a revised proposed Model Confidentiality Agreement that incorporates the modifications required by IDA. IDA will have 7 days from the date on which it receives the revised proposed Model Confidentiality Agreement to approve the Model Confidentiality Agreement or direct the Dominant Licensee to incorporate specific language.

(c) A Dominant Licensee must notify IDA and obtain IDA's written approval before making any changes to its Model Confidentiality Agreement.

6.4 Interconnection Pursuant to an Individualised Interconnection Agreement

A Requesting Licensee may seek to enter into an Individualised Interconnection Agreement with a Dominant Licensee through the parties' voluntary negotiations, and if unable to do so, via the dispute resolution process specified in Sub-sections 6.4.3 through 6.4.3.3 of this Code.

6.4.1 The Negotiation Process

The following procedures govern the Licensees' voluntary negotiations:

6.4.1.1 Request for Negotiation

The Requesting Licensee must submit to the Dominant Licensee a written request to negotiate an Individualised Interconnection Agreement ("Request"). The Request must specify the Interconnection Related Services and/or Mandated Wholesale Services requested, a contact person and a time and place for initial negotiations.

6.4.1.2 Notification to IDA

At the time it submits the Request to the Dominant Licensee, the Requesting Licensee must submit a copy of the Request to IDA.

6.4.1.3 Confidentiality Agreement

The Licensees must enter into a confidentiality agreement governing the negotiation process. If they fail to agree to a confidentiality agreement within 7 days of the receipt of the Request, both Licensees must adopt the Model Confidentiality Agreement referred to in Sub-section 6.3.7 of this Code.

6.4.1.4 Initiation of Negotiations

Unless the Licensees agree otherwise, they must begin negotiations for an Individualised Interconnection Agreement within 7 days after entering into a confidentiality agreement.

6.4.1.5 Duty to Negotiate in Good Faith

The Dominant Licensee and the Requesting Licensee each have a duty to negotiate in good faith. The Dominant Licensee must not refuse to provide any Interconnection Related Service and/or Mandated Wholesale Service. However, the parties may agree that the Dominant Licensee will provide these services on prices, terms and conditions that differ from those in the Dominant Licensee's RIO.

6.4.1.6 Interim Interconnection Pursuant to the RIO

At the time it submits its Request, the Requesting Licensee may require the Dominant Licensee to provide interconnection pursuant to the prices, terms and conditions of the RIO, pending the outcome of the requested negotiations. The Licensees must negotiate appropriate arrangements governing the transition from the RIO to the prices, terms and conditions of their Individualised Interconnection Agreement.

6.4.1.7 IDA Conciliation

For the purposes of facilitating the parties' negotiation in reaching a voluntary Individualised Interconnection Agreement, the Licensees may request IDA to provide Conciliation pursuant to Sub-section 11.2 of this Code.

6.4.2 Voluntary Agreements

The following provisions govern the adoption of an Individualised Interconnection Agreement by voluntary agreement:

6.4.2.1 Terms of Agreement

The Licensees are free to enter into an Individualised Interconnection Agreement on any mutually agreeable price, term and condition, provided that they satisfy the Minimum Interconnection Duties specified in Sub-sections 5.4 through 5.4.8 of this Code and do not unreasonably discriminate against any other Licensee.

6.4.2.2 IDA Review

(a) The Individualised Interconnection Agreement must specify that it will be submitted to, and will not become effective until approved by, IDA.

(b) IDA may within 21 days of the date of submission, reject the Individualised Interconnection Agreement or require the Licensees to provide additional information within such time specified by IDA. Where IDA requires additional information, the review period shall be extended by another 21 days from the date on which complete information is provided to IDA. If IDA does not take any action upon expiry of the review period, the Individualised Interconnection Agreement shall be deemed approved. Where the Licensees fail to provide complete information to IDA within the specified time, IDA may reject the Individualised Interconnection Agreement. IDA will also reject an Individualised Interconnection Agreement if it determines that the

agreement does not fulfil the Minimum Interconnection Duties specified in Sub-sections 5.4 through 5.4.8 of this Code, or discriminates unreasonably against any other Licensee.

(c) In any case in which IDA rejects an Individualised Interconnection Agreement, it may direct the Licensees to make the necessary changes. In such cases, the Licensees must make the required changes, unless both Licensees agree to withdraw the Individualised Interconnection Agreement.

6.4.3 Agreements Arrived at via Dispute Resolution

If the Dominant and Requesting Licensees fail to voluntarily reach agreement regarding the Individualised Interconnection Agreement within 90 days of the date on which the Requesting Licensee submitted its Request, either Licensee may request IDA to resolve the dispute pursuant to the Dispute Resolution Procedure specified in Sub-section 11.3 of this Code.

6.4.3.1 Scope of the Dispute Resolution Procedure

Provided that they satisfy the Minimum Interconnection Duties specified in Sub-sections 5.4 through 5.4.8 of this Code, and do not unreasonably discriminate against any other Licensee, IDA will not re-open any issue on which the Licensees have reached agreement. Instead, the dispute resolution will be limited to those issues on which the Licensees are unable to reach agreement.

6.4.3.2 Standards to be Applied

Any decision resolving a dispute referred by the Licensees will require compliance with the Minimum Interconnection Duties specified in Sub-sections 5.4 through 5.4.8 of this Code. To the extent that an issue in dispute is addressed by the prices, terms and conditions of the Dominant Licensee's approved RIO, IDA will apply those provisions. To the extent that an issue in dispute is not addressed by the RIO, IDA retains full discretion to impose any solution that it deems appropriate (including solutions not advocated by either Licensee).

6.4.3.3 Implementation of Dispute Resolution Decision by Licensees

Within 15 days of the date on which IDA issues its decision, the Licensees must submit to IDA an Individualised Interconnection Agreement that complies with the decision. IDA will have 15 days to either approve the agreement or to direct the parties to amend the agreement by including provisions specified by IDA that fully implement its decision.

6.5 Publication of Interconnection Agreements

All Interconnection Agreements involving a Dominant Licensee will be published by IDA. However, IDA may, on its own motion or at the request of either of the Licensees, withhold from publication any portion of an Interconnection Agreement if IDA determines that it contains proprietary or commercially

sensitive information.

6.6 Enforcement of Agreements

In the event of a dispute arising out of any Interconnection Agreement with a Dominant Licensee:

(a) both parties may request IDA to provide Conciliation, pursuant to Sub-section 11.2 of this Code; and

(b) either party may request IDA to resolve the dispute pursuant to the Dispute Resolution Procedure specified in Sub-section 11.3 of this Code. If IDA declines to intervene, the Licensees may resolve the dispute in any mutually agreeable manner.

7. INFRASTRUCTURE SHARING

7.1 Introduction

7.1.1 Application

All provisions in this Section apply to Facilities-based Licensees. In this Section, the term "Licensee" refers to a Facilities-based Licensee.

7.1.2 Over-view

In general, a Licensee is not required to "share" the use of any infrastructure that it controls with its competitors. Instead, each Licensee is expected to build or lease the use of the infrastructure that it requires. However, where IDA finds that specific infrastructure constitutes Critical Support Infrastructure as defined in Sub-section 7.3.1 of this Code, or where IDA concludes that it is in the public interest, IDA may mandate that a Licensee share the use of the infrastructure with other Licensees.

7.2 Definition of Sharing

Infrastructure sharing refers to an arrangement under which a Licensee that controls infrastructure used to support the provision of Services allows other Licensees to jointly use the same infrastructure, at cost-based prices, and on non-discriminatory terms and conditions.

7.3 Standards by Which IDA Will Determine Whether to Require Sharing

IDA will use the following standards to determine whether any infrastructure must be shared:

7.3.1 Critical Support Infrastructure

IDA will require sharing of any infrastructure that it determines is Critical Support Infrastructure ("CSI"). IDA will not deem an infrastructure to be CSI based solely on evidence that allowing a Licensee that wants to share the infrastructure would reduce its costs, or allow it to provide Services more expediently. Instead, IDA will only deem the infrastructure to constitute CSI if it concludes that:

(a) the infrastructure is required to provide Services;

(b) an efficient new entrant would neither be able to replicate the infrastructure within the foreseeable future, nor obtain it from a third-party through a commercial transaction, at a cost that would allow market entry;

(c) the Licensee that controls the infrastructure has sufficient current capacity to share with other Licensees;

(d) the Licensee that controls the infrastructure has no legitimate justification for refusing to share the infrastructure with other Licensees; and

(e) failure to share the infrastructure would unreasonably restrict competition in any telecommunication market in Singapore.

7.3.2 Public Interest

In certain cases, IDA may determine that the public interest requires that infrastructure to be shared. Therefore, even if such infrastructure does not constitute CSI, IDA may, in consultation with other government agencies where appropriate, require the sharing of such infrastructure.

7.4 Procedures for Requesting Sharing

The following procedures govern requests by a Licensee ("Licensee Requesting Sharing") to share infrastructure controlled by another Licensee:

7.4.1 Request to Licensee Controlling the Infrastructure

The Licensee Requesting Sharing must first submit to the Licensee that controls the infrastructure a written request to negotiate an agreement to share the infrastructure ("Sharing Agreement"). The Licensees may jointly request IDA to provide Conciliation, pursuant to Sub-section 11.2 of this Code.

7.4.2 Request to IDA to Designate Infrastructure as Infrastructure That Must be Shared

If the Licensees are unable to reach a voluntary Sharing Agreement within 60 days after the Licensee Requesting Sharing sends the request to the other Licensee, the Licensee Requesting Sharing may (but is not required to) submit a written request to IDA to designate the infrastructure as infrastructure that must be shared ("Designation Request"). The Licensee Requesting Sharing must provide a clear explanation of the specific infrastructure that it seeks to share, the means by which it proposes to share it, and the reasons why it believes it should be given a right to share the infrastructure at cost-based prices. The Licensee Requesting Sharing must provide the Licensee that controls the infrastructure with a copy of the Designation Request at the same time that the Licensee Requesting Sharing provides the Designation Request to IDA. IDA will provide public notice upon receipt of any Designation Request and, where the Designation Request raises issues likely to be of concern to other parties, IDA will provide an opportunity for public comments.

7.4.3 Response by Licensee

Unless IDA dismisses the Designation Request on its own motion, the Licensee that controls the infrastructure will have 15 days from the date on which the Designation Request is filed with IDA to submit to IDA a written reply. The Licensee must simultaneously provide a copy of the reply to the Licensee Requesting Sharing. The Licensee must respond to all points made by the Licensee Requesting Sharing, and must provide a full explanation as to the reasons why it does not believe it should be required to share the requested infrastructure at cost-based prices, or, if the Licensee acknowledges that it should be required to share the requested infrastructure at cost-based prices, a full explanation as to the reasons why it has been unable to reach an agreement regarding prices, terms and conditions of sharing.

7.4.4 IDA Decision

IDA may request either Licensee to submit additional information, pursuant to the information gathering and confidentiality provisions contained in Sub-sections 11.6 and 11.7 of this Code. Within 60 days of receiving all necessary information, IDA will consider whether the standards specified in Sub-section 7.3.1 or 7.3.2 of this Code are met, and will issue its decision on whether the Licensee that controls the infrastructure is required to share it.

7.5 Designation by IDA of Infrastructure That Must be Shared

IDA may, on its own initiative, designate infrastructure as infrastructure that must be shared if IDA determines that the standards specified in Sub-section 7.3.1 or 7.3.2 of this Code are met. Prior to designating infrastructure as infrastructure that must be shared, IDA will generally seek public comments. IDA will provide notification as to the specific infrastructure (or categories of infrastructure) that must be shared, and the basis on which sharing is imposed.

7.5.1 Designation of Specific Infrastructure

The following types of infrastructure must be shared:

(a) radio distribution systems for mobile coverage in train or road tunnels;

(b) in-building cabling (where the occupant elects to take Service from another service provider);

(c) lead-in ducts and associated manholes;

(d) monopoles; and

(e) radio towers (excluding towers used for the operation of any broadcasting service).

7.6 Implementation of Decisions of IDA

The following procedures must be used to implement IDA's decision or designation:

7.6.1 Voluntary Negotiations

Once IDA has decided or designated a specific infrastructure to be shared, the Licensee that controls such infrastructure must, when requested by any Licensee, negotiate a Sharing Agreement ("Negotiation Request"). The parties must negotiate in good faith.

7.6.2 Dispute Resolution Procedure

If the Licensees are unable to reach a mutually acceptable Sharing Agreement within 60 days of the date on which the Licensee Requesting Sharing submitted its Negotiation Request, either Licensee may request IDA to resolve the dispute in accordance with the Dispute Resolution Procedure specified in Sub-section 11.3 of this Code. Pending resolution of the dispute, IDA may require infrastructure sharing

on an interim basis.

7.6.3 Compensation for Sharing

Where the Licensees are not able to reach agreement regarding compensation for infrastructure sharing, IDA will establish cost-based, non-discriminatory rates using the costing methodology described in Appendix 1, where appropriate.

8. ABUSE OF DOMINANT POSITION AND UNFAIR METHODS OF COMPETITION

8.1 Introduction

8.1.1 Application

(a) All provisions in this Section apply to all Licensees.

(b) In this Section, a Licensee's dominant position in a market refers to the Licensee's Significant Market Power in that market.

(c) A Licensee that has been classified as a Dominant Licensee under Section 2 shall be presumed to have Significant Market Power in all telecommunication markets in which it participates, except in any specific telecommunication market where it has been exempted from all Dominant Licensee obligations as set out in Section 4 of this Code in relation to that market.

8.1.2 Over-view

Once a Licensee has complied with the applicable provisions contained in Sections 3 through 7 of this Code, IDA generally will not intervene in a Licensee's day-to-day operations. However, Licensees must not act in a manner that can impede competition. Where this occurs, IDA (either on its own motion or at the request of a private party) may initiate an enforcement action, pursuant to the procedures set out in Section 11 of this Code. This Section provides standards that IDA will use to determine whether a Licensee has contravened this Code by acting anti-competitively.

8.2 Abuse of Dominant Position in the Singapore Market

A Licensee that has Significant Market Power in any telecommunication market in Singapore must not use its dominant position in that market in a manner that unreasonably restricts, or is likely to unreasonably restrict, competition in any telecommunication market in Singapore. The following Sub-sections provide examples of practices that would constitute an abuse of dominant position by such a Licensee:

8.2.1 Pricing Abuses

A Licensee that has Significant Market Power in a telecommunication market must not abuse its dominant position in that market by pricing services and equipment in a manner that is likely to unreasonably restrict competition. In particular, a Licensee must not engage in the following types of anti-competitive pricing:

8.2.1.1 Predatory Pricing

A Licensee that has Significant Market Power in a telecommunication market must not abuse its dominant position in that market by engaging in predatory pricing. IDA will find that the Licensee has engaged in predatory pricing and, therefore, has

abused its dominant position, if:

(a) the Licensee is selling its service and equipment at a price that is less than average incremental cost;

(b) the Licensee's pricing is likely to drive efficient rivals from the market or deter future efficient rivals from entering the market; and

(c) entry barriers are so significant that, after driving rivals from the market or deterring entry, the Licensee could impose an increase in prices sufficient (in amount and duration) to enable the Licensee to recoup the full amount of the loss that it incurred during the period of price cutting.

8.2.1.2 Price Squeezes

A Licensee that has Significant Market Power in a telecommunication market must not abuse its dominant position in that market by engaging in price squeezing. IDA will find that the Licensee has engaged in a price squeeze and, therefore, has abused its dominant position, if the Licensee provides a Service or telecommunication equipment or facility that a "down-stream" Licensee requires in order to provide a Service or telecommunication equipment, at a price that is so high that the Licensee's down-stream business or Affiliate could not profitably sell its product if it were required to pass on to its customers the full price of the service, equipment or facility.

8.2.1.3 Cross-subsidisation

A Licensee that has Significant Market Power in a telecommunication market must not abuse its dominant position in that market by engaging in cross-subsidisation. IDA will find that the Licensee has engaged in cross-subsidisation and, therefore, has abused its dominant position, if the Licensee uses revenues from the provision of a Service or telecommunication equipment that is not subject to effective competition to cross-subsidise the price of any Service and telecommunication equipment that is subject to effective competition where this would unreasonably restrict competition in any telecommunication market in Singapore.

8.2.2 Other Abuses

A Licensee that has Significant Market Power in a telecommunication market is also precluded from taking any other action that abuses its dominant position in that market. In particular, a Licensee must not engage in the following practices:

8.2.2.1 Discrimination

A Licensee that has Significant Market Power in a telecommunication market must not abuse its dominant position in that market by engaging in discrimination. IDA will find that a Licensee has engaged in discrimination, and therefore has abused its dominant position, if the Licensee provides its Affiliate with access to infrastructure, systems, services, equipment or information that, as a practical matter, are necessary to non-affiliated Licensees to provide Services or telecommunication equipment, on prices, terms or conditions that are more

favourable than the prices, terms and conditions on which the Licensee provides those infrastructure, systems, services, equipment or information to non-affiliated Licensees.

8.2.2.2 Predatory Network Alteration

A Licensee that has Significant Market Power in a telecommunication market must not abuse its dominant position in that market by engaging in predatory network alteration. IDA will find that a Licensee has engaged in predatory network alteration and, therefore, has abused its dominant position, if the Licensee alters the physical or logical interfaces of its network in a manner that imposes significant costs on interconnected Licensees, absent a legitimate business, operational or technical justification.

8.3 Anti-competitive Preferences

(a) A Licensee that is affiliated with an entity that has Significant Market Power (whether in the provision of a Service, telecommunication equipment or a non-telecommunication related service), or that has Significant Market Power in a non-telecommunication market, is prohibited from using the market position of its Affiliate, or of its non-telecommunication business, in a manner that enables it to, or is likely to enable it to, unreasonably restrict competition in any telecommunication market in Singapore. Entities with Significant Market Power may include:

(i) Licensees;

(ii) Non-licensed entities within Singapore; and

(iii) Non-licensed entities located outside Singapore.

(b) In particular, a Licensee must not engage in any of the following practices:

(i) A Licensee that uses an input, that is provided by an Affiliate that has Significant Market Power in the market for an input that other Licensees require in order to provide a Service or telecommunication equipment, must not obtain the input at a price that is so high that efficient competing non-affiliated Licensees could not profitably sell their end-product if they were required to purchase the input at the same price as the Licensee.

(ii) A Licensee may not accept any cross-subsidisation from an Affiliate that has Significant Market Power, where this would enable the Licensee to engage in predatory pricing. IDA will find that a Licensee has engaged in predatory pricing based on the standards specified in Sub-section 8.2.1.1 of this Code.

(iii) A Licensee that is affiliated with an entity that has Significant Market Power and that controls infrastructure, systems, services, equipment or information that, as a practical matter, are necessary to provide Services and telecommunication equipment, may not accept access to the infrastructure, systems, services, equipment or information unless the Affiliate offers to the Licensee's competitors access to those

infrastructure, systems, services, equipment or information on non-discriminatory prices, terms and conditions.

8.4 Unfair Methods of Competition

8.4.1 General Prohibition

A Licensee must not engage in unfair methods of competition. An unfair method of competition is an improper practice by which a Licensee seeks to obtain a competitive advantage for itself or an Affiliate in the telecommunication market in Singapore, for reasons unrelated to the availability, price or quality of the service or equipment that the Licensee or its Affiliate offers. The following Sub-sections provide examples of practices that would constitute unfair methods of competition:

8.4.2 Specific Prohibited Practices

The following practices constitute unfair methods of competition and are specifically prohibited:

8.4.2.1 Degradation of Service Availability or Quality

A Licensee must not take any action, or induce any other party to take any action, that has the effect of degrading the availability or quality of another Licensee's Service or telecommunication equipment, or raising the other Licensee's costs, without a legitimate business, operational or technical justification.

8.4.2.2 Provision of False or Misleading Information to Competitors

Whilst Licensees are not required to disclose proprietary or commercially sensitive information to their competitors, a Licensee must not provide information to other Licensees that is false or misleading.

8.4.2.3 Improper Use of Information Regarding a Competing Licensee's Customers

A Licensee that receives information from another Licensee about the other Licensee's Customers in order to fulfil any duty under this Code must not use that information for any purpose other than the purpose for which it was provided. In particular, the Licensee must not use the information that it receives to market services or equipment to the other Licensee's Customers or otherwise interfere in the other Licensee's existing relationship with its Customers.

9. AGREEMENTS INVOLVING LICENSEES THAT UNREASONABLY RESTRICT COMPETITION

9.1 Introduction

9.1.1 Application

All provisions in this Section apply to all Licensees.

9.1.2 Over-view

IDA will not routinely review agreements entered into by Licensees (other than Interconnection Agreements). However, pursuant to the procedures in Section 11 of this Code, IDA may take enforcement action (on its own motion or pursuant to a request from a private party) against any Licensee that enters into an agreement with another Licensee or any non-licensed entity that has the effect of unreasonably restricting competition in the Service or telecommunication equipment market in Singapore. Certain types of agreements are so clearly anti-competitive that IDA will determine that a Licensee that has entered into such an agreement has contravened the Code, regardless of the actual competitive effect of the agreement. IDA will assess whether other agreements contravene the Code based on their likely competitive effect. If IDA determines that an agreement contravenes the Code, it may:

(a) direct the Licensee to revise the agreement to eliminate the contravening terms or terminate the agreement; and/or

(b) take any other appropriate enforcement action.

9.2 Determining the Existence of an Agreement

For the purposes of this Section, an agreement can be established in any of 3 ways. First, an agreement can be established through direct evidence of an express agreement, such as a signed document. Second, an agreement can be established using circumstantial evidence that demonstrates the existence of an express agreement. Finally, an agreement may be tacit (i.e., even in the absence of an actual agreement, Licensees may co-ordinate their production and pricing decisions in order to reduce aggregate output and raise market prices). IDA will not find a tacit agreement where Licensees have done nothing more than make similar output and pricing decisions, which could reflect an efficient response to changing market conditions. Instead, IDA will only find that there has been a tacit agreement if the Licensees have employed "signalling devices", such as the sharing of price and output information, and that these devices have facilitated coordinated behaviour.

For the purposes of this Section, an arrangement between a Licensee and an Affiliate over which it can exercise effective control (i.e., the ability to cause the Affiliate to take, or prevent the Affiliate from taking, a decision regarding the management and major operating decisions of the Licensee) does not constitute an

agreement. Nor does this Section restrict the ability of a Licensee to enter into an arrangement with another entity in which the second entity acts as a *bona fide* agent of the Licensee.

9.3 Agreements Between Licensees Providing Competing Services and Telecommunication Equipment (Horizontal Agreements)

The following provisions are applicable to agreements between or amongst Licensees that provide, or have the potential to provide, competing Services and telecommunication equipment ("Competing Licensees"):

9.3.1 General Prohibition

Competing Licensees are prohibited from entering into agreements that unreasonably restrict, or are likely to unreasonably restrict, competition in any telecommunication market in Singapore.

9.3.2 Specific Prohibited Agreements

The following types of agreements between or amongst Competing Licensees constitute unreasonable restrictions of competition and are specifically prohibited, even in the absence of evidence of anti-competitive effect:

9.3.2.1 Price Fixing/Output Restrictions

Competing Licensees must not enter into agreements to fix prices or restrict output, regardless of the levels to which the Licensees agree.

9.3.2.2 Bid Rigging

Competing Licensees must not enter into agreements to co-ordinate separate bids for assets, resources or rights auctioned by IDA, or for any input into the Licensees' services or equipment or for the provision by the Licensee of any Service or telecommunication equipment, regardless of the price levels to which the Licensees agree.

9.3.2.3 Market and Customer Divisions

Competing Licensees must not enter into agreements not to compete to provide Services or telecommunication equipment to specific Customers or not to compete in specific areas, regardless of the terms and conditions on which the Licensees agree.

9.3.2.4 Group Boycotts

Competing Licensees must not agree to refuse to do business with a specific supplier, competitor or Customer.

9.3.3 Agreements Necessary for Legitimate Collaborative Ventures

Nothing in Sub-sections 9.3.2.1 through 9.3.2.4 of this Code prohibits agreements

amongst Competing Licensees that are ancillary to efficiency-enhancing integration of economic activity, where such agreements are no broader than necessary to achieve the pro-competitive benefit. For example, if Licensees establish a joint purchasing or production venture designed to increase total output and lower prices, the permissibility of an agreement between the 2 Licensees regarding the prices to be paid or charged by the joint venture would be assessed, pursuant to Sub-sections 9.4 through 9.4.3 of this Code, based on its likely or actual competitive effect.

9.4 Agreements Between Competing Licensees That Will be Assessed Based on Their Actual or Likely Competitive Effect

Unlike the types of agreements described in Sub-sections 9.3.2.1 through 9.3.2.4 of this Code, many agreements between competitors have the potential to increase produce inputs used by multiple Licensees, to produce Services and telecommunication equipment sold to Customers, to jointly market Services and telecommunication equipment, to jointly purchase inputs or to engage in joint research and development activities. If such agreements are challenged in an enforcement proceeding, IDA will assess whether the agreements contravene this Code based on their actual or likely effect on competition:

(a) Where there is evidence that the agreement actually has unreasonably restricted competition, IDA will find it to be in contravention of this Code.

(b) Where there is no evidence of actual market effect because the agreement is relatively recent, IDA will determine the permissibility of the agreement by seeking to assess whether it is likely to unreasonably restrict competition. In conducting this assessment, IDA will consider the following factors:

9.4.1 Business Purpose of the Agreement

In reviewing an agreement, IDA will make a preliminary assessment of its likely competitive impact (i.e., IDA will attempt to determine whether the agreement is likely to lead to a reduction in output or an increase in prices of Services and telecommunication equipment). If the agreement is between or amongst a small number of Non-dominant Licensees, and the business purpose of the agreement appears to be to increase output and reduce prices, IDA will generally conclude, without conducting any further analysis, that the agreement does not contravene this Code.

9.4.2 Likelihood of Competitive Harm

Where an agreement involves a more significant number of Non-dominant Licensees, or a Dominant Licensee, or where an agreement has the potential to result in higher prices or reductions in output of Services or telecommunication equipment, IDA will conduct a more detailed assessment. In particular, IDA will consider the following factors:

(a) whether (and, if so, to what extent) the Licensees retain the ability to act independently of the agreed-upon venture;

(b) the duration of the agreement;

(c) whether, in the event the Licensees acted anti-competitively, new entry into the market would be likely, sufficient and timely enough to deter or counter-act any competitive harm; and

(d) any other factors that help predict the likely competitive effect of the agreement.

If, after assessing these factors, IDA concludes that the agreement poses no risk of competitive harm, IDA will conclude that the agreement does not contravene this Code.

9.4.3 Efficiencies

If IDA's review demonstrates that the agreement has the potential to result in a reduction in output or an increase in prices of Services and telecommunication equipment, IDA will consider whether the agreement is necessary to achieve efficiencies, which are likely to be passed on to Customers. Such efficiencies could include reductions in the cost of developing, producing, marketing and delivering Services and telecommunication equipment. If such efficiencies offset the potential anti-competitive effect, and could not reasonably be achieved through measures that reduce competition to a lesser extent, IDA will conclude that the agreement does not contravene this Code. If such efficiencies do not offset the potential anti-competitive effect, or could reasonably be achieved through measures that reduce competition to a lesser extent, IDA will conclude that the agreement contravenes this Code.

9.5 Agreements Between Licensees and Entities That Are Not Direct Competitors (Non-horizontal Agreements)

The following provisions apply to agreements between a Licensee and other entities (whether or not licensed) that are not Competing Licensees, such as suppliers or distributors:

9.5.1 General Prohibition

Licensees are prohibited from entering into agreements with entities (whether licensed or not) that are not Competing Licensees, which unreasonably restrict, or are likely to unreasonably restrict, competition in any telecommunication market in Singapore.

9.5.2 Agreements That Will be Assessed Based on Competitive Effect

The permissibility of the following agreements will be based on their likely effect on competition:

9.5.2.1 Resale Price Maintenance

A Licensee must not agree with another Licensee as to the price that the second Licensee can charge Customers to which it resells the first Licensee's Service or

telecommunication equipment where this unreasonably restricts, or is likely to unreasonably restrict, competition in any telecommunication market in Singapore.

9.5.2.2 Vertical Market Allocation

A Licensee must not assign specific Customers to, or allocate specific markets amongst, Licensees that resell its services or equipment, where this unreasonably restricts, or is likely to unreasonably restrict, competition in any telecommunication market in Singapore.

9.5.2.3 Exclusive Dealing

A Licensee must not enter into an agreement in which one entity agrees to:

(a) supply goods or services to;

(b) purchase goods or services from; or

(c) distribute goods or services produced by,

the other entity on an exclusive basis, where this unreasonably restricts, or is likely to unreasonably restrict, competition in any telecommunication market in Singapore.

10. ACQUISITIONS AND CONSOLIDATIONS INVOLVING DESIGNATED TELECOMMUNICATION LICENSEES, DESIGNATED BUSINESS TRUSTS AND DESIGNATED TRUSTS

10.1 Introduction and Application

(a) Where an entity seeks to carry out a telecommunication business in Singapore, such entity would typically organise itself as a Corporation which owns the underlying telecommunication assets and holds a telecommunication licence issued by IDA. However, IDA recognises that there are other legal structures by which an entity may organise itself to carry out its telecommunication business, including establishing a Business Trust or a trust. In such cases, the legal and beneficial ownership of the underlying telecommunication assets, the management of the business and the holding of the telecommunication licence may be vested in different entities. For example, in the case of a Business Trust, the Trustee-Manager would hold the telecommunication licence and manage the Business, but the Unitholders would be the beneficial owners of the Business.

This section applies to telecommunication licensees, Business Trusts and trusts that have been declared by IDA pursuant to Section 32A(2) of the Telecommunications Act to be Designated Telecommunication Licensees, Designated Business Trusts and Designated Trusts. While all telecommunication licensees are subject to IDA's regulatory purview, IDA will determine the telecommunication licensees to be declared to be Designated Telecommunication Licensees, and the Business Trusts and trusts to be declared Designated Business Trusts and Designated Trusts, and which are, therefore, required to comply with the requirements specified in this section.

In some cases, parties seek to acquire an Equity Interest or Voting Power in a Designated Telecommunication Licensee, a Designated Business Trust or a Designated Trust even if it would not result in such parties being able to exercise Effective Control over the Designated Telecommunication Licensee, Designated Business Trust or Designated Trust. In other cases, parties may seek to acquire sufficiently significant Equity Interest or Voting Power, or engage in other transactions, that result in the Designated Telecommunication Licensee, Designated Business Trust or Designated Trust ceasing to operate as a separate economic entity and thereby becoming a single economic entity with such parties. In many such cases, such transactions can have pro-competitive effects, such as creating economies of scale and scope. However, such transactions may also harm competition. For example, such transactions could create an entity that is not subject to competitive market forces or could facilitate unlawful collusion among competing telecommunication licensees.

(b) Section 10 applies to —

(i) Facilities-based Licensees and Services-based Licensees that IDA has declared to be a Designated Telecommunication Licensee pursuant to Section 32A(2) of the Telecommunications Act;

(ii) Trustee-Managers of Designated Business Trusts;

(iii) trustees of Designated Trusts; and

(iv) any person that will acquire Equity Interest or Voting Power in a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust, or will enter into a Consolidation, and such person's Associates.

(c) Among other matters, Section 10 describes —

(i) the procedures for a Designated Telecommunication Licensee to notify IDA in connection with transactions resulting in a person holding Voting Shares or being in control of Voting Power in the Designated Telecommunication Licensee of at least 5% but less than 12%;

(ii) the procedures for every Acquiring Party and a Designated Telecommunication Licensee to obtain IDA's approval for such Acquiring Party to become a 12% Controller of the Designated Telecommunication Licensee;

(iii) the procedures for every Acquiring Party and a Designated Telecommunication Licensee to obtain IDA's approval for such Acquiring Party to become a 30% Controller of the Designated Telecommunication Licensee or otherwise enter into a Consolidation with the Designated Telecommunication Licensee;

(iv) the procedures for the Trustee-Manager of a Designated Business Trust to notify IDA in connection with transactions resulting in a person holding Units or being in control of Voting Power in the Designated Business Trust of at least 5% but less than 12%;

(v) the procedures for every Acquiring Party, the Trustee-Manager and the Designated Telecommunication Licensee of a Designated Business Trust to obtain IDA's approval for such Acquiring Party to become a 12% Controller of the Designated Business Trust;

(vi) the procedures for every Acquiring Party, the Trustee-Manager and the Designated Telecommunication Licensee of a Designated Business Trust to obtain IDA's approval for such Acquiring Party to become a 30% Controller of the Designated Business Trust or otherwise enter into a Consolidation with the Designated Business Trust;

(vii) the procedures for a trustee of a Designated Trust to notify IDA in connection with transactions resulting in a person holding Equity Interest or being in control of Voting Power in the Designated Trust of at least 5% but less than 12%;

(viii) the procedures for every Acquiring Party, the trustee and the Designated Telecommunication Licensee of a Designated Trust to obtain IDA's approval for such Acquiring Party to become a 12% Controller of the Designated Trust;

(ix) the procedures for every Acquiring Party, the trustee and the Designated Telecommunication Licensee of a Designated Trust to obtain IDA's approval for each Acquiring Party to become a 30% Controller of the

Designated Trust or otherwise enter into a Consolidation with the Designated Trust;

(x) the conditions that IDA may impose in granting approval for a Request or Consolidation Application; and

(xi) the enforcement actions and remedial measures that IDA may take against the parties in the event of any breach of the provisions of this Section 10 and to address any competitive concerns.

(d) IDA may issue advisory guidelines under Section 28 of the Telecommunications Act to describe and elaborate on the standards and procedures that IDA will apply in reviewing, and deciding whether to approve or deny a Request or a Consolidation Application.

10.1.1 Definitions

In Section 10, unless the context otherwise requires —

(a) "12% Controller" means —

(i) in relation to a Designated Telecommunication Licensee, a person who, alone or together with his Associates —

(A) holds 12% or more but less than 30% of the total number of Voting Shares in the Designated Telecommunication Licensee; or

(B) is in a position to control 12% or more but less than 30% of the Voting Power in the Designated Telecommunication Licensee;

(ii) in relation to a Designated Business Trust, a person who, alone or together with his Associates —

(A) holds 12% or more but less than 30% of the total number of Units in the Designated Business Trust; or

(B) is in a position to control 12% or more but less than 30% of the Voting Power in the Designated Business Trust; or

(iii) in relation to a Designated Trust, a person who, alone or together with his Associates —

(A) holds 12% or more but less than 30% of the Equity Interests in the Designated Trust; or

(B) is in a position to control 12% or more but less than 30% of the Voting Power in the Designated Trust;

(b) "30% Controller" means —

(i) in relation to a Designated Telecommunication Licensee, a person who, alone or together with his Associates —

(A) holds 30% or more of the total number of Voting Shares in the Designated Telecommunication Licensee; or

(B) is in a position to control 30% or more of the Voting Power in the Designated Telecommunication Licensee;

(ii) in relation to a Designated Business Trust, a person who, alone or together with his Associates —

(A) holds 30% or more of the total number of Units in the Designated Business Trust; or

(B) is in a position to control 30% or more of the Voting Power in the Designated Business Trust; or

(iii) in relation to a Designated Trust, a person who, alone or together with his Associates —

(A) holds 30% or more of the Equity Interests in the Designated Trust; or

(B) is in a position to control 30% or more of the Voting Power in the Designated Trust;

(c) "Acquiring Party" means any party, whether alone or together with its Associates, that acquires Equity Interest or Voting Power in a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust;

(d) "Affiliate" in relation to a Designated Telecommunication Licensee, Designated Business Trust, Designated Trust, party or an Acquiring Party, means an entity —

(i) that has an attributable interest in the Designated Telecommunication Licensee, Designated Business Trust, Designated Trust, party or Acquiring Party of 5% or more (*parent*);

(ii) in which the Designated Telecommunication Licensee, Designated Business Trust, Designated Trust, party or Acquiring Party has an attributable interest of 5% or more (*subsidiary*); or

(iii) in which any parent of the Designated Telecommunication Licensee, Designated Business Trust, Designated Trust, party or Acquiring Party has an attributable interest of 5% or more (*sibling*), provided that one party will not be deemed an Affiliate of another based solely on the fact that both parties' ultimate parent has a passive interest in both of them;

For the purposes of this definition, "interest" means any right or interest, whether legal or equitable, which gives the holder of that right or interest voting power. This includes shares in a Corporation, units in a business trust and equitable interest in a trust.

(In determining a relevant party's attributable interest, IDA will use the "sum-the-percentages" methodology. This methodology will be applied successively at each level of the "ownership chain". For example, if the relevant party has legal or beneficial ownership of 100% of the shares or units or equity interest of entity A, and entity A has legal or beneficial ownership of 50% of the shares or units or equity interest of entity B, and entity B has legal or beneficial ownership of 50% of the shares or units or equity interest of entity C, then the relevant party will be deemed to have a 25% attributable shares or units or equity interest in entity C. In this case, entity C will be deemed to be an "Affiliate" of the relevant party. Correspondingly, where a party is said to be "affiliated" with another party, the first party is an "Affiliate" of the second party.)

(e) “Applicant” means a party that is required to submit an application for IDA’s approval in respect of transactions identified at Sections 32B (5), (6) and (7) of the Telecommunications Act and includes every Acquiring Party, the Designated Telecommunication Licensee, and, as the case may be, the Trustee-Manager of the Designated Business Trust or the trustee of the Designated Trust;

(f) "Associate" has the same meaning as in Section 32A(4) of the Telecommunications Act;

(g) "business", means —

(i) in relation to a Designated Telecommunication Licensee, the business of the Designated Telecommunication Licensee conducted pursuant to a telecommunication licence granted by IDA;

(ii) in relation to a Designated Business Trust, the business relating to the trust property of the Designated Business Trust and managed and operated by the Trustee-Manager of the Designated Business Trust in its capacity as Trustee-Manager of the Designated Business Trust; or

(iii) in relation to a Designated Trust, such business relating to the trust property of the Designated Trust;

(h) "Business Trust" has the same meaning as in Section 2 of the Business Trusts Act (Cap. 31A);

(i) "Consolidation" means any transaction —

(i) that results in a person —

(A) becoming a 30% Controller of a Designated Telecommunication Licensee, Designated Business Trust, or a Designated Trust;

(B) acquiring any business of a Designated Telecommunication Licensee, Designated Business Trust or a Designated Trust, conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a going concern; or

(C) obtaining Effective Control over a Designated Telecommunication Licensee, Designated Business Trust or a Designated Trust;

or

(ii) that is prescribed by regulations made under Section 74 of the Telecommunications Act, or that falls within a class of transactions prescribed in such regulations;

(j) “Consolidation Agreement” means an agreement for a transaction that constitutes a Consolidation;

(k) “Corporation” has the same meaning as in Section 4(1) of the Companies Act (Cap. 50);

(l) “Consolidation Application” means an application for approval for every Acquiring Party to enter into a Consolidation, submitted pursuant to Sub-sections 10.3.6 and 10.4.6 of this Code;

(m) “Designated Business Trust” means a Business Trust that —

(i) is established wholly or partly in respect of a telecommunication system (or any part thereof) operated by a telecommunication system licensee; and

(ii) has been declared by IDA to be a Designated Business Trust;

(n) "Designated Telecommunication Licensee" means a telecommunication licensee that is a Corporation and that —

(i) has been declared by IDA to be a Designated Telecommunication Licensee; or

(ii) belongs to a class of telecommunication licensees which has been declared by IDA to be a class of Designated Telecommunication Licensees;

(o) "Designated Trust" means a trust that —

(i) is prescribed, or belongs to a class of trusts prescribed, by any regulations made under Section 74 of the Telecommunications Act;

(ii) is established wholly or partly in respect of a telecommunication system (or any part thereof) operated by a telecommunication system licensee; and

(iii) has been declared by IDA to be a Designated Trust;

(p) "Effective Control" means —

(i) in relation to a Designated Telecommunication Licensee, the ability to cause the Designated Telecommunication Licensee to take, or to refrain from taking, a major decision regarding the management or operations of the Designated Telecommunication Licensee;

(ii) in relation to a Designated Business Trust, the ability to cause the Trustee-Manager of the Designated Business Trust to take, or to refrain from taking, a major decision regarding the management or operations of the Designated Business Trust; or

(iii) in relation to a Designated Trust, the ability to cause the trustee of the Designated Trust to take, or to refrain from taking, a major decision regarding the management or operations of the Designated Trust;

For the avoidance of doubt, Effective Control includes such control as may be acquired via contracts, agreements or any other arrangements, or control exercised over the telecommunication licensee or independent entity (as the case may be) by a 30% controller of the telecommunication licensee or independent entity (as the case may be).

(q) "Equity Interest" means —

(i) in relation to a Corporation, a Voting Share in that Corporation;

(ii) in relation to a Designated Business Trust, a Unit in that Designated Business Trust; or

(iii) in relation to a Designated Trust, any right or interest, whether legal or equitable, in that Designated Trust which gives the holder of that right or interest Voting Power in that Designated Trust;

(r) "Equity Interest Buyback" means a purchase by a trustee of a Designated Trust of any portion of its Equity Interest held by holders of Equity Interest, regardless of whether those Equity Interests are traded on a securities exchange;

(s) "holder" of Equity Interest has the same meaning as in Section 32A(5) of the Telecommunications Act;

(t) "Licence Assignment" means any transaction that results in a Designated Telecommunication Licensee assigning, transferring, sub-letting or otherwise disposing of any of its rights, duties, liabilities, obligations or privileges under a licence granted by IDA to the Designated Telecommunication Licensee under the Telecommunications Act;

(u) "Open Market Transaction" means a purchase of Equity Interest via a securities exchange, whether located in Singapore or elsewhere, and includes an acquisition of Equity Interest by means of a Tender Offer;

(v) "Post-Consolidation Entity" means the economic entity that will be created as a result of a Consolidation;

(w) "Request" means any application for approval for every Acquiring Party to become a 12% Controller of a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust, submitted pursuant to Sub-sections 10.3.5 and 10.4.5 of this Code;

(x) "Share" has the same meaning as in Section 4(1) of the Companies Act;

(y) "Share Buyback" means a purchase by a Designated Telecommunication Licensee of any portion of its issued Shares held by its shareholders, regardless of whether those Shares are traded on a securities exchange;

(z) "Take-Over Code" means the Singapore Code on Take-Overs and Mergers issued by the Monetary Authority of Singapore under Section 321 of the Securities and Futures Act (Cap. 289);

(aa) "Tender Offer" means an offer made to the public to acquire some or all of the Equity Interests of a Designated Telecommunication Licensee, a Designated Business Trust or Designated Trust (as the case may be), via a securities exchange;

(ab) "Treasury Share" has the same meaning as in Section 4(1) of the Companies Act;

(ac) "Trustee-Manager" has the same meaning as in Section 2 of the Business Trusts Act;

(ad) "Unit" has the same meaning as in Section 2 of the Business Trusts Act;

(ae) "Unitholder" has the same meaning as in Section 2 of the Business Trusts Act;

(af) "Unit Buyback" means a purchase by a Trustee-Manager of a Designated Business Trust of any portion of its issued Units held by its Unitholders, regardless of whether those Units are traded on a securities exchange;

(ag) "Voting Power" and a reference to control of a percentage of voting power in an entity is a reference to control that is direct or indirect, including control that is exercisable as a result of or by means of arrangements or practices,

whether or not having legal or equitable force and whether or not based on legal or equitable rights, of that percentage of the total number of votes that may be cast in a general meeting of that entity, as the case may be; and

(ah) "Voting Share" has the same meaning as in Section 4(1) of the Companies Act;

For the purposes of this Section 10, unless the context otherwise requires, words importing the singular include the plural and vice versa.

10.1.2 Compliance with Licence Conditions for Licence Assignments

In addition to the requirements specified in Section 10 of this Code, if an acquisition of Equity Interest or Voting Power in a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust involves a Licence Assignment, the Designated Telecommunication Licensee must also comply with the applicable provisions relating to Licence Assignments in the licence granted by IDA.

10.1.3 Presumption of Effective Control

(a) For the purposes of this Section 10, IDA will presume that any person who holds 30% or more of the Voting Shares/Units/Equity Interest or is in a position to control 30% or more of the Voting Power in an entity will be able to exercise effective control over that entity.

(b) In this regard, IDA will presume that —

(i) any person who holds 30% or more of the Voting Shares or is in a position to control 30% or more of the Voting Power in the Designated Telecommunication Licensee, will be in a position to exercise Effective Control over the Designated Telecommunication Licensee;

(ii) any person who holds 30% or more of the Units or is in a position to control 30% or more of the Voting Power in the Designated Business Trust, will be in a position to exercise Effective Control over the Designated Business Trust; and

(iii) any person who holds 30% or more of the Equity Interest or is in a position to control 30% or more of the Voting Power in the Designated Trust will be in a position to exercise Effective Control over the Designated Trust.

(c) Where a person holds 30% or more of the Voting Shares/Units/Equity Interest or is in a position to control 30% or more of the Voting Power in entity A, in the situation where entity A is in the position to control X% of Voting Power in another entity B, that person will be presumed to control that same X% of Voting Power in entity B.

In addition, where a person holds 30% or more of the Voting Shares/Units/Equity Interest or is in a position to control 30% or more of the Voting Power in entity A, in the situation where IDA has presumed entity A to be able to exercise effective control over another entity B, that person will be presumed to be able to exercise effective control over B.

10.2 Declaration of Designated Telecommunication Licensees, Designated Business Trusts and Designated Trusts

IDA may, in accordance with Section 32A(2) of the Telecommunications Act do any of the following —

(a) declare any telecommunication licensee to be a Designated Telecommunication Licensee;

(b) declare any class of telecommunication licensees to be a class of Designated Telecommunication Licensees;

(c) declare any business trust to be a Designated Business Trust, if the business trust is established wholly or partly in respect of a telecommunication system (or any part thereof) operated by a telecommunication system licensee;

(d) declare any trust to be a Designated Trust, if the trust —

(i) is prescribed, or belongs to a class of trusts prescribed, by any regulations made under Section 74 of the Telecommunications Act; and

(ii) is established wholly or partly in respect of a telecommunication system (or any part thereof) operated by a telecommunication system licensee;

(e) vary or revoke any declaration of a Designated Telecommunication Licensee, a Designated Business Trust or a Designated Trust; and

(f) vary or revoke any declaration of a class of Designated Telecommunication Licensees.

10.2.1 Criteria for Designation

(a) Pursuant to Section 32A (2) of the Telecommunications Act, by notice in the Gazette, IDA will declare:

(i) all Facilities-based Licensees and certain Services-based Licensees as Designated Telecommunication Licensees; and

(ii) a Business Trust as a Designated Business Trust, or a trust as a Designated Trust respectively, if such Business Trust or trust is established wholly or partly in respect of a telecommunication system (or any part thereof) operated by a Designated Telecommunication Licensee.

(b) IDA will designate a Services-based Licensee as a Designated Telecommunication Licensee in those cases in which IDA determines that the Services-based Licensee is a significant participant in a concentrated market. In a case where there is a trust or Business Trust established in respect of a telecommunication system (or any part thereof) operated by such a Services-based Licensee, IDA will also correspondingly designate such trust or Business Trust as a Designated Trust or a Designated Business Trust respectively.

(c) IDA will presume that a Services-based Licensee is a significant participant in a concentrated market if the Licensee has a market share of at least 10 percent in the market for any service which IDA has licensed it to provide, and if the 3

largest participants in that market collectively have a market share in excess of 75 percent.

10.2.2 Procedures for Designation of certain Services-based Licensee and any corresponding Business Trust or Trust

Prior to designating any (a) Services-based Licensee; and (b) Business Trust or trust (established in respect of a telecommunication system operated by a Services-based Licensee), as a Designated Telecommunication Licensee, Designated Business Trust or a Designated Trust respectively, IDA will provide such party with written notice regarding the basis on which IDA proposes to designate it as a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust. Such party will have 30 days from the date of IDA's written notice to submit a written representation to IDA with supporting evidence as to why IDA should not make such a designation. Where appropriate, IDA may request such party to submit additional information. Within 30 days of receiving all the necessary information, IDA will notify such party of its determination. If IDA decides to designate such party as a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust, IDA will publish the designation in the Gazette. A Designated Telecommunication Licensee, Designated Business Trust or Designated Trust may petition IDA, at any time, for removal of its designated status. To do so, the party must provide information demonstrating that it no longer meets the criteria specified in Sub-section 10.2.1 of this Code.

In all other cases involving Facilities-based Licensees and trusts or Business Trusts (established in respect of a telecommunication system operated by a Facilities-based Licensee), no action needs to be taken by IDA as they will be or will have been designated by notice in the Gazette with effect from such date as may be specified therein.

10.3 Designated Telecommunication Licensees: Acquisitions of Voting Shares or Voting Power in a Designated Telecommunication Licensee

10.3.1 Duty of Acquiring Party and Designated Telecommunication Licensee in Connection with Acquisition of Voting Shares or Voting Power in a Designated Telecommunication Licensee

Every Acquiring Party and the Designated Telecommunication Licensee must comply with the following provisions in connection with acquisitions of Voting Shares or Voting Power in the Designated Telecommunication Licensee.

10.3.1.1 General Duty to Notify and Seek Approval for Acquisitions of Voting Shares or Voting Power in Designated Telecommunication Licensee and Consolidation with Designated Telecommunication Licensee

(a) Every Designated Telecommunication Licensee must give notice in writing to IDA on the occasion when a person, whether by a series of transactions over a period of time or otherwise —

(i) holds 5% or more but less than 12% of the Voting Shares in the Designated Telecommunication Licensee; or

(ii) is in a position to control 5% or more but less than 12% of the Voting Power in the Designated Telecommunication Licensee.

(b) Every Acquiring Party and the Designated Telecommunication Licensee must seek IDA's approval in connection with the acquisition of Voting Shares or Voting Power in the Designated Telecommunication Licensee that would result in such Acquiring Party becoming a 12% Controller of the Designated Telecommunication Licensee.

(c) Every Acquiring Party and the Designated Telecommunication Licensee must seek IDA's approval in connection with the acquisition of Voting Shares or Voting Power in the Designated Telecommunication Licensee that would result in a Consolidation with the Designated Telecommunication Licensee or any other transaction that results in a Consolidation with the Designated Telecommunication Licensee.

(d) In respect of (b) and (c), in the situation where as a result of a transaction, persons acquire sufficient Voting Shares or Voting Power thereby requiring IDA's approval under Section 32B (5), (6) or (7) of the Telecommunications Act, every Acquiring Party and the Designated Telecommunication Licensee must *jointly* submit a single Request or Consolidation Application to IDA.

10.3.1.2 Exemption from Section 32B of the Telecommunication Act

As set out in Section 32B (9), (10) and (11) of the Telecommunications Act, as well as Regulation 2 of the Telecommunications (Prescribed Transactions) Order 2012 —

(a) A notice in writing need not be given to IDA under Section 32B(1) of the Telecommunications Act in the event where any person, whether by a series of transactions over a period of time or otherwise —

(i) holds 5% or more but less than 12% of the total number of Voting Shares in the Designated Telecommunication Licensee; or

(ii) is in a position to control 5% or more but less than 12% of the Voting Power in the Designated Telecommunication Licensee.

if the event occurs by virtue only of any of the transactions prescribed by the Minister by order published in the *Gazette***.**

(b) Any person may, without obtaining the prior written approval of IDA, become, whether through a series of transactions over a period of time or otherwise, a 12% Controller or a 30% Controller of a Designated Telecommunication Licensee, if that event occurs by virtue only of any transaction prescribed by the Minister by order published in the *Gazette.*

(c) A Designated Telecommunication Licensee shall give notice in writing to IDA, within 7 days after the Designated Telecommunication Licensee first becomes aware of the event, in the event that any person —

(i) becomes, whether through a series of transactions over a period of time or otherwise, a 12% Controller or a 30% Controller of the Designated Telecommunication Licensee;

(ii) acquires any business of the Designated Telecommunication Licensee that is conducted pursuant to a telecommunication licence granted under Section 5 of the Telecommunications Act, or any part of any such business, as a going concern; or

(iii) obtains Effective Control over the Designated Telecommunication Licensee,

by virtue only of any transaction prescribed by the Minister for the purposes of this Sub-section by order published in the *Gazette*.

(d) The transactions prescribed by the Minister and published in the *Gazette* include the transactions which —

(i) result in the transfer of Shares in a Designated Telecommunication Licensee —

(A) from any person to a Corporation, any Shares in which are owned or any Voting Power in which is controlled by that person, without any change in the percentage of the Voting Power in the Designated Telecommunication Licensee controlled by that person;

(B) from a Corporation to any shareholder of the Corporation, without any change in the percentage of the Voting Power in the Designated Telecommunication Licensee controlled by that shareholder;

(C) from a Corporation to its wholly owned subsidiary, or to a Corporation from its wholly owned subsidiary, whether or not the subsidiary is a direct subsidiary of the Corporation; or

(D) from one Corporation, any Shares in which are owned or any Voting Power in which is controlled by any person, to another Corporation, any Shares in which are owned or any Voting Power in which is controlled by that person, without any change in the percentage of the Voting Power in the Designated Telecommunication Licensee controlled by that person; or

(ii) do not change the percentage of the Voting Power in the Designated Telecommunication Licensee controlled by every person who controlled any Voting Power in the Designated Telecommunication Licensee immediately before the transaction.

The above transactions would be deemed to have constituted a pro forma change.

(e) The written notice given under Section 32B(11) of the Telecommunications Act must include a brief description of the transaction and the basis on which the Designated Telecommunication Licensee believes the transaction falls within Regulation 2 of the Telecommunications (Prescribed Transactions) Order 2012.

10.3.1.3 Deemed and Disregarded Interests

(a) As set out in Section 32A(5)(a) of the Telecommunications Act, a person holds a Voting Share in a Corporation if he has any legal or equitable interest in that Share, other than an interest that is to be disregarded under Section 32A(7) of the Telecommunications Act.

(b) As set out in Section 32A(6) of the Telecommunications Act, a person shall be deemed to have an interest in a Share, if —

(i) the person has entered into a contract to purchase that Share; or

(ii) the person, not being the registered holder of that Share, is entitled (otherwise than by reason of his having been appointed a proxy or representative to vote at a meeting of members of a Corporation or of a class of its members) to exercise or control the exercise of a right attached to that Share.

(c) As set out in Section 32A(7) of the Telecommunications Act, there shall be disregarded —

(i) an interest in a Share if the interest is that of a person who holds the Share as bare trustee;

(ii) an interest in a Share of a person whose ordinary business includes the lending of money, if he holds the interest only by way of security for the purposes of a transaction entered into in the ordinary course of business in connection with the lending of money;

(iii) an interest in a Share of a person whose ordinary business includes the underwriting of securities, if he holds the interest only as an underwriter or sub-underwriter to any offering of shares of a Designated Telecommunication Licensee;

(iv) an interest in a Share held by a person —

(A) in his capacity as a liquidator, the Official Receiver, the Official Assignee or the Public Trustee; or

(B) by reason of his holding such other office as may be prescribed for the purposes of Section 7(9)(c) of the Companies Act;

(v) an interest of a Corporation in its own Shares purchased or otherwise acquired in accordance with Sections 76B to 76G of the Companies Act (including Treasury Shares); and

(vi) such interest in a Share as may be prescribed for the purposes of Section 7(9)(d) of the Companies Act, being an interest of such person, or of a person belonging to such class of persons, as may be prescribed for the purposes of that provision.

10.3.2 Obligation of Designated Telecommunication Licensee to Monitor Changes in Voting Shares and Voting Power

Every Designated Telecommunication Licensee must adopt reasonable procedures for monitoring changes in the Voting Shares and Voting Power in the Designated Telecommunication Licensee.

10.3.3 Acquisition resulting in a person holding Voting Shares or being in control of Voting Power of less than 5% in a Designated Telecommunication Licensee Not Subject to Notification or Approval

IDA will presume that a person that holds Voting Shares or is in a position to control Voting Power of less than 5% in a Designated Telecommunication Licensee does not have the ability to use such interest in a manner that would substantially lessen competition or in a manner that is contrary to public interest. Therefore, IDA will not subject such transaction to any notification or approval requirement.

10.3.4 Procedures for Notifying Acquisitions resulting in a person holding Voting Shares or being in control of Voting Power of 5% or More but Less Than 12% in a Designated Telecommunication Licensee

(a) IDA will presume that a person that holds Voting Shares or is in a position to control Voting Power in a Designated Telecommunication Licensee of at least 5%, but less than 12%, is not likely to have the ability to use such interest in a manner that would substantially lessen competition or in a manner that would be contrary to public interest. However, IDA must be notified of the acquisition, as such level of interest is not insignificant and there is the possibility that such person may seek to further increase its interest.

(b) Pursuant to Section 32B(1) of the Telecommunications Act, a Designated Telecommunication Licensee shall give notice in writing to IDA within 7 days after the Designated Telecommunication Licensee first becomes aware that any person, whether by a series of transactions over a period of time or otherwise —

(i) holds 5% or more but less than 12% of the total number of Voting Shares in the Designated Telecommunication Licensee; or

(ii) is in a position to control 5% or more but less than 12% of the Voting Power in the Designated Telecommunication Licensee.

(c) For the purposes of Sub-section 10.3.4(b), the notice must include the name (and, if known, the address and contact information) of the person, the percentage of Voting Shares or Voting Power that the person held or controlled prior to the acquisition, and the percentage of Voting Shares or Voting Power that the person has acquired.

(d) If requested by IDA in writing, the Designated Telecommunication Licensee shall provide further notification of each increase in that person's Voting Shares or Voting Power.

10.3.5 Procedures in Connection with Acquisitions resulting in a person becoming a 12% Controller of a Designated Telecommunication Licensee

10.3.5.1 Presumption

IDA will presume that an Acquiring Party that becomes a 12% Controller of a Designated Telecommunication Licensee is not likely to have the ability to exercise Effective Control over that Designated Telecommunication Licensee. Therefore,

IDA will presume that such an acquisition is not likely to constitute a Consolidation. However, in certain circumstances, an Acquiring Party that becomes a 12% Controller of a Designated Telecommunication Licensee could have the ability to use its Voting Shares or Voting Power in a manner that would substantially lessen competition or in a manner that is contrary to the public interest. For example, an Acquiring Party that becomes a 12% Controller in two competing Designated Telecommunication Licensees could use its Voting Shares or Voting Power to facilitate anti-competitive coordination between the two Designated Telecommunication Licensees.

10.3.5.2 Duty to Seek Approval and to Notify IDA

(a) Pursuant to Section 32B(5) of the Telecommunications Act, no person shall, without obtaining the prior written approval of IDA to do so, become, whether through a series of transactions over a period of time or otherwise, a 12% Controller of a Designated Telecommunication Licensee.

For this purpose, every Acquiring Party and the Designated Telecommunication Licensee must seek IDA's approval in connection with such Acquiring Party acquiring Voting Shares or Voting Power that results in such Acquiring Party becoming a 12% Controller of the Designated Telecommunication Licensee.

(b) Where written approval has been granted by IDA to a person to become a 12% Controller of a Designated Telecommunication Licensee, such person is not required to seek IDA's approval for any further acquisition of Voting Shares or Voting Power unless such an acquisition results in such person becoming a 30% Controller of the Designated Telecommunication Licensee or otherwise constitutes a Consolidation with the Designated Telecommunication Licensee. If requested by IDA in writing, the Designated Telecommunication Licensee must notify IDA within 7 days of each further acquisition of Voting Shares or Voting Power in the Designated Telecommunication Licensee by such person, provided that such person does not become a 30% Controller of the Designated Telecommunication Licensee, or otherwise enters into a Consolidation with the Designated Telecommunication Licensee. The written notifications must state the percentage of Voting Shares or Voting Power in the Designated Telecommunication Licensee that such person held or controlled prior to the acquisition and the percentage of Voting Shares or Voting Power in the Designated Telecommunication Licensee that such person has further acquired.

10.3.5.3 Procedures to Seek Prior Approval

(a) An Acquiring Party may acquire Voting Shares or Voting Power in a Designated Telecommunication Licensee that would result in the Acquiring Party becoming a 12% Controller of the Designated Telecommunication Licensee by various means. Without limitation, this may occur when —

(i) an Acquiring Party acquires Voting Shares in a Designated Telecommunication Licensee by —

(A) purchasing Voting Shares in the Designated Telecommunication Licensee in an Open Market Transaction;

(B) entering into a privately negotiated agreement with the Designated Telecommunication Licensee that allows the Acquiring Party to acquire Voting Shares in the Designated Telecommunication Licensee;

(C) entering into a privately negotiated agreement with an entity that holds Voting Shares in the Designated Telecommunication Licensee;

(D) exercising an option to acquire Voting Shares in the Designated Telecommunication Licensee or exercising a right to have Voting Shares in the Designated Telecommunication Licensee transferred; or

(E) entering into any other transaction that results in the acquisition of Voting Shares in the Designated Telecommunication Licensee.

(ii) an Acquiring Party acquires Voting Power in a Designated Telecommunication Licensee by —

(A) purchasing, through an Open Market Transaction, Voting Shares in an entity that controls Voting Power in the Designated Telecommunication Licensee;

(B) entering into a privately negotiated agreement with an entity that controls Voting Power in the Designated Telecommunication Licensee;

(C) exercising an option to acquire, or right to transfer, Voting Shares in an entity that controls Voting Power in the Designated Telecommunication Licensee; or

(D) entering into any other transaction that results in the acquisition of Voting Power in the Designated Telecommunication Licensee.

(b) Every Acquiring Party and the Designated Telecommunication Licensee must *jointly* submit a Request to IDA in respect of such Acquiring Party becoming a 12% Controller of the Designated Telecommunication Licensee. The Request shall contain the information and documents specified in Sub-section 10.3.5.4 of this Code and, except for Requests relating to a Tender Offer, shall be submitted in accordance with the following time frames —

(i) in cases where the Acquiring Party intends to acquire Voting Shares of the Designated Telecommunication Licensee in an Open Market Transaction, not less than 60 days before the Acquiring Party proceeds to make an offer for the Voting Shares;

(ii) in other cases where the Acquiring Party intends to acquire Voting Shares of the Designated Telecommunication Licensee, within 30 days from the day on which the Acquiring Party enters into the agreement for

the acquisition and not less than 60 days before the day upon which the Acquiring Party completes the acquisition;

(iii) in cases where the Acquiring Party intends to exercise an option to acquire Voting Shares of the Designated Telecommunication Licensee or to exercise a right to have Voting Shares of the Designated Telecommunication Licensee transferred to it or to its order, not less than 60 days before the Acquiring Party exercises such an option or right; or

(iv) in all other cases where the Acquiring Party enters into any transaction that results in the Acquiring Party becoming a 12% Controller of the Designated Telecommunication Licensee, not less than 60 days before the Acquiring Party completes the transaction.

(c) IDA will seek to make a determination within 30 days of receiving all the information necessary to enable IDA to review the Request. In exceptional cases, IDA may extend the review period and may, where appropriate, conduct consultations on the Request in accordance with Sub-section 10.6 of this Code. In the event that IDA extends the review period, no Acquiring Party shall proceed to become a 12% Controller of a Designated Telecommunication Licensee until such time as IDA may grant its approval upon completion of its determination.

(d) For transactions relating to a Tender Offer, every Acquiring Party and the Designated Telecommunication Licensee must submit a Request in accordance with Sub-section 10.3.7 of this Code.

10.3.5.4 Information and Documents to be Included in a Request

(a) Each Request shall contain all the required information reasonably necessary for IDA to determine the likely impact of the acquisition on competition and the public interest, including (without limitation) the following documents and information (based on the Applicants' reasonable and diligent efforts to collect and provide such information) —

(i) the name, address and contact information of every Acquiring Party;

(ii) the names of all Associates and Affiliates of the Designated Telecommunication Licensee, and all Associates and Affiliates of every Acquiring Party;

(iii) the percentage of Voting Shares or Voting Power in the Designated Telecommunication Licensee that every Acquiring Party, and all Associates of every Acquiring Party, holds or held (if any) prior to the proposed acquisition or acquisition, respectively;

(iv) the percentage of Voting Shares or Voting Power in the Designated Telecommunication Licensee that every Acquiring Party proposes to acquire or has acquired;

(v) the Services provided by every Acquiring Party, the Designated Telecommunication Licensee and their respective Associates and Affiliates, and the estimated market shares thereof;

(vi) any special or preferential rights granted to every Acquiring Party and its Associates; and

(vii) any anticipated significant changes in the management or operations of the Designated Telecommunication Licensee.

(b) Until IDA issues its written decision on whether to approve or deny a Request, the Applicants must promptly inform IDA in writing of any new or different fact or matter that is reasonably likely to have a material impact on IDA's consideration of the Request.

10.3.5.5 Request for Separate Filing and Direct Submission of Information

(a) Without prejudice to Sub-sections 10.3.1.1(d) and 10.3.5.3(b) of this Code, an Applicant may apply in writing to IDA for a waiver of the requirement for the Applicant to submit a joint Request with other Applicants if the Applicant can establish that —

(i) it is unable to comply with the requirement due to circumstances beyond its reasonable control; or

(ii) requiring it to comply with the requirement would be unduly burdensome or would prejudice its legitimate commercial interests.

(b) Circumstances under which IDA may grant a waiver under paragraph (a) include (without limitation) the following —

(i) where an Acquiring Party reasonably believes that the Designated Telecommunication Licensee is likely to be opposed to its acquisition of Voting Shares or Voting Power in the Designated Telecommunication Licensee;

(ii) where an Applicant reasonably believes that the submission of a joint Request would be unduly burdensome or infeasible; or

(iii) where an Applicant can demonstrate that another Applicant has refused to cooperate with it to submit a joint Request.

(c) Where an Applicant does not want to disclose confidential, commercially sensitive or proprietary information to another Applicant for inclusion in a Request, IDA may allow the Applicant to submit its confidential, commercially sensitive or proprietary information directly to IDA but the Applicant shall otherwise submit a joint Request with other Applicants containing such other information as may be required under this Code.

10.3.5.6 Standard for Approval or Denial of a Request

(a) IDA will deny a Request where IDA determines that the acquisition to which the Request relates is likely to result in a substantial lessening of competition in any telecommunication market or it is in the public interest to deny the Request.

(b) If IDA denies a Request, IDA will provide a written statement of the reasons for its denial.

(c) In those cases in which —

(i) every Acquiring Party and the Designated Telecommunication Licensee have filed a Request in connection with a proposed acquisition of Voting Shares or Voting Power that would result in such Acquiring Party becoming a 12% Controller of the Designated Telecommunication Licensee; and

(ii) IDA determines that the transaction constitutes a Consolidation,

IDA shall notify the Applicants of its determination and the Applicants must submit a Consolidation Application in accordance with Sub-section 10.3.6 of this Code. In the event that the Applicants inform IDA that they do not intend to submit a Consolidation Application or a Consolidation Application is not submitted within 30 days of the date of IDA's notification to the Applicants, IDA may deny the Request and, if so, will provide a written statement of the reasons for its denial.

(d) IDA may approve a Request with or without conditions. Without prejudice to Section 32D of the Telecommunications Act, IDA may issue a direction under Section 32D(2) of the Telecommunications Act (described in Sub-section 10.8 of this Code) in the event that any condition is not complied with.

(e) Once IDA comes to a decision on the Request, IDA will notify, in writing, the Applicants as well as all other parties identified to IDA by the Applicants as requiring IDA's approval under Section 32B(5) of the Telecommunications Act.

10.3.6 Procedures in Connection with Acquisitions resulting in a person becoming a 30% Controller of a Designated Telecommunication Licensee and Other Transactions That Constitute a Consolidation with a Designated Telecommunication Licensee

10.3.6.1 Duty to Seek Approval and to Notify IDA

(a) Under Sections 32B and 32C of the Telecommunications Act, every Acquiring Party and the Designated Telecommunication Licensee must seek IDA's approval in connection with such Acquiring Party acquiring Voting Shares or Voting Power that results in such Acquiring Party becoming a 30% Controller of the Designated Telecommunication Licensee or entering into any other transaction that constitutes a Consolidation with the Designated Telecommunication Licensee.

(b) Where written approval has been granted by IDA to a person to become a 30% Controller of a Designated Telecommunication Licensee or to otherwise enter into a Consolidation with a Designated Telecommunication Licensee, such person is not required to seek IDA's approval for any further acquisition of Voting Shares or Voting Power in the Designated Telecommunication Licensee. If requested by IDA in writing, the Designated Telecommunication Licensee must notify IDA within 7 days of each further acquisition of Voting Shares or Voting Power in the Designated Telecommunication Licensee by such person. The written notifications must state the percentage of Voting Shares or Voting Power in the Designated Telecommunication Licensee that

such person held or controlled prior to the acquisition and the percentage of Voting Shares or Voting Power in the Designated Telecommunication Licensee that such person has further acquired.

10.3.6.2 Determining the Existence of a Consolidation

(a) A Consolidation may involve —

(i) an acquisition of Voting Shares or Voting Power that results in the Acquiring Party becoming a 30% Controller in a Designated Telecommunication Licensee, whether by a series of transactions over a period of time or otherwise;

(ii) obtaining the ability to exercise Effective Control over a Designated Telecommunication Licensee;

(iii) the acquisition of any business of a Designated Telecommunication Licensee conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a going concern; or

(iv) any transaction or class of transactions that is prescribed by regulations made under Section 74 of the Telecommunications Act, or that falls within a class of transactions prescribed in such regulations.

(b) An Acquiring Party may obtain Effective Control over a Designated Telecommunication Licensee through a transaction where, for example, the transaction confers on the Acquiring Party the right to appoint a majority of a Designated Telecommunication Licensee's board of directors or to veto certain management or major operating decisions of the Designated Telecommunication Licensee.

(c) The acquisition of any business of a Designated Telecommunication Licensee conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a going concern may occur where an Acquiring Party —

(i) acquires all or substantially all of the assets of the Designated Telecommunication Licensee used for such business; or

(ii) enters into an agreement pursuant to which it acquires the right to provide Services to, and receive compensation from, the substantial majority of the Designated Telecommunication Licensee's customers in respect of such business.

(d) A Consolidation may, but need not, result in the dissolution of an existing legal entity, the creation of a new legal entity or a Licence Assignment.

10.3.6.3 Procedures to Seek Prior Approval

(a) An Acquiring Party may enter into an agreement or a transaction that constitutes a Consolidation by various means. Without limitation, this may occur when —

(i) an Acquiring Party acquires Voting Shares in a Designated Telecommunication Licensee by —

(A) purchasing Voting Shares of the Designated Telecommunication Licensee in an Open Market Transaction;

(B) entering into a privately negotiated agreement with the Designated Telecommunication Licensee that allows the Acquiring Party to acquire Voting Shares in the Designated Telecommunication Licensee;

(C) entering into a privately negotiated agreement with an entity that holds Voting Shares in the Designated Telecommunication Licensee;

(D) exercising an option to acquire Voting Shares in the Designated Telecommunication Licensee or exercising a right to have Voting Shares in the Designated Telecommunication Licensee transferred; or

(E) entering into any other transaction that results in the acquisition of Voting Shares in the Designated Telecommunication Licensee.

(ii) an Acquiring Party acquires Voting Power in a Designated Telecommunication Licensee by —

(A) purchasing, through an Open Market Transaction, Voting Shares in an entity that controls Voting Power in the Designated Telecommunication Licensee;

(B) entering into a privately negotiated agreement with an entity that controls Voting Power in the Designated Telecommunication Licensee;

(C) exercising an option to acquire, or right to transfer, Voting Shares in an entity that controls Voting Power in the Designated Telecommunication Licensee; or

(D) entering into any other transaction that results in the acquisition of Voting Power in the Designated Telecommunication Licensee.

(iii) an Acquiring Party acquires any business of a Designated Telecommunication Licensee conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a going concern.

(b) Every Acquiring Party and the Designated Telecommunication Licensee must *jointly* file a Consolidation Application in respect of such Acquiring Party becoming a 30% Controller of the Designated Telecommunication Licensee or otherwise entering into a Consolidation with the Designated Telecommunication Licensee. Each Consolidation Application shall contain the information and documents specified in Sub-sections 10.3.6.4 or 10.3.6.5 of this Code (as the case may be) and, except for Consolidation Applications relating to a Tender Offer, shall be submitted in accordance with the following time frames —

(i) in cases where the Acquiring Party intends to acquire Voting Shares of the Designated Telecommunication Licensee in an Open Market

Transaction, not less than 60 days before the Acquiring Party proceeds to make an offer for the Voting Shares;

(ii) in other cases where the Acquiring Party intends to acquire Voting Shares of the Designated Telecommunication Licensee, within 30 days from the day on which the Acquiring Party enters into the agreement and not less than 60 days before the day upon which the Acquiring Party completes the acquisition;

(iii) in cases where the Acquiring Party intends to acquire any business of the Designated Telecommunication Licensee conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a going concern, within 30 days from the day on which the Acquiring Party enters into the agreement for the acquisition and not less than 60 days before the day upon which the Acquiring Party completes the acquisition;

(iv) in cases where the Acquiring Party intends to exercise an option to acquire Voting Shares of the Designated Telecommunication Licensee or to exercise a right to have Voting Shares of the Designated Telecommunication Licensee transferred to it or to its order, not less than 60 days before the Acquiring Party exercises such an option or right; or

(v) in all other cases where the Acquiring Party enters into any transaction that results in a Consolidation with the Designated Telecommunication Licensee, not less than 60 days before the Acquiring Party completes the transaction.

(c) While IDA is reviewing the Consolidation Application, no Acquiring Party shall proceed to become a 30% Controller of a Designated Telecommunication Licensee or otherwise enter into a Consolidation with the Designated Telecommunication Licensee until such time as IDA may grant its approval upon completion of its determination.

(d) For transactions relating to a Tender Offer, every Acquiring Party and the Designated Telecommunication Licensee must submit a Consolidation Application in accordance with Sub-section 10.3.7 of this Code.

10.3.6.4 Information and Documents to be Included in a Long Form Consolidation Application

(a) Except as provided in Sub-section 10.3.6.5, each Consolidation Application shall contain all the required information reasonably necessary for IDA to determine the likely impact of the Consolidation on competition and the public interest (i.e. Long Form Consolidation Application), including (without limitation) the following documents and information (based on the Applicants' reasonable and diligent efforts to collect and provide such information) —

(i) the name, address and contact information of the Applicants and their Associates and Affiliates;

(ii) a copy of each of the following agreements —

(A) the Consolidation Agreement, including any appendices, side letters and supporting documents; and

(B) all agreements that, while not directly addressing the Consolidation, are an integral part of the transaction (such as covenants not to compete or licensing agreements) or that are necessary or useful for IDA to fully assess the likely competitive impact of the Consolidation, provided that in any case in which the Designated Telecommunication Licensee is not a party to the Consolidation Agreement or any other agreement specified in this paragraph (B), the Acquiring Party shall provide these materials directly to IDA (in the case where the acquisition will trigger a mandatory offer under the Take-Over Code, the Applicants must submit information based on the assumption that the mandatory offer will be successful);

(iii) any supporting document that would assist IDA in assessing the likely competitive effect of the Consolidation including, at the minimum —

(A) a copy of the Applicants' current annual reports or audited financial statements;

(B) a chart indicating the relationship between each Applicant and its respective Associates and Affiliates and their relevant interest in the Designated Telecommunication Licensee;

(C) information about any situation in which the Voting Shares (in the Designated Telecommunication Licensee) grant the holder thereof a special or preferential right, and any pending change in the ownership structure of any of the Applicants in addition to the change that is the subject of their Consolidation Application;

(D) any anticipated significant changes in management or operations of the Designated Telecommunication Licensee;

(E) a copy of the Applicants' business plans for the current and previous years; and

(F) a copy of all reports, studies or analyses prepared for the shareholders, beneficiaries of a trust, directors, or executive officers of the Applicants assessing the proposed Consolidation and describing the proposed operation of the Post-Consolidation Entity;

(iv) a detailed statement that provides a clear, accurate and comprehensive description of the Consolidation, a good faith assessment of the likely impact of the Consolidation on competition in any telecommunication market in which the Applicants and their Associates and Affiliates participate, and a discussion of why approval of the Consolidation would serve the public interest. The competitive assessment should generally include information regarding —

(A) the telecommunication markets in which the Applicants and their Associates and Affiliates participate;

(B) the market participants;

(C) the estimated market shares of the participants and the level of concentration in those markets;

(D) the structure of the markets (and the extent to which they facilitate unilateral anti-competitive conduct or concerted action by multiple participants);

(E) the likelihood that output would be increased (either by existing market participants or new entrants) in response to a significant and non-transitory price increase;

(F) the likelihood of customers switching to a competing service provider in response to a significant and non-transitory price increase; and

(G) any efficiency that would likely result from the Consolidation;

and

(v) any conditions that the Applicants may wish to propose for IDA's consideration (such as partial divestiture or the imposition of behavioural safeguards) that could reduce any potential adverse competitive impact of the Consolidation. If the Applicants choose to propose such conditions, they should provide a complete description of the proposed conditions and an assessment of why such conditions would be adequate to address any competitive concern that might arise from the Consolidation.

(b) Each Long Form Consolidation Application must be accompanied by payment of an application fee of $10,000, to be paid by the Acquiring Party.

(c) Until IDA issues its written decision on whether to approve or deny a Consolidation Application, the Applicants must promptly inform IDA in writing of any new or different fact or matter that is reasonably likely to have a material impact on IDA's consideration of the Consolidation Application.

10.3.6.5 Information and Documents to be Included in a Short Form Consolidation Application

(a) Where a Consolidation has met any of the requirements set out in Sub-section 10.3.6.5(b), the Applicants must follow the procedures for submitting a Short Form Consolidation Application as set out below.

(b) Situations in which a Short Form Consolidation Application must be submitted —

(i) the Consolidation is a Horizontal Consolidation that will not result in the Post-Consolidation Entity having more than a 15% share in the telecommunication market in Singapore; or

(ii) the Consolidation is a Non-horizontal Consolidation in which none of the Applicants has more than a 25% share of any telecommunication market, whether in Singapore or elsewhere, in which it participates.

(iii) As used in this Sub-section —

(A) "Horizontal Consolidation" means a Consolidation involving 2 or more entities that are current competing providers of the same Services or Services that are reasonable substitutes; and

(B) "Non-horizontal Consolidation" means a Consolidation in which all the involved entities are not current competitors.

(c) In submitting a Short Form Consolidation Application, Applicants should submit an abbreviated statement that provides a clear, accurate and comprehensive description of the Consolidation, a good faith description of the basis on which the Applicants believe that the Consolidation does not raise significant competitive issues and a brief discussion of why the approval of the Consolidation would serve the public interest. The competitive assessment generally should include information regarding —

(i) the name, address and contact information of the Applicants and their Associates and Affiliates;

(ii) a chart indicating the relationship between each Applicant and its respective Associates and Affiliates and the relevant interest in the Designated Telecommunication Licensee;

(iii) information about any situation in which the Voting Shares (in the Designated Telecommunication Licensee) grant the holder thereof a special or preferential right, and any pending change in the ownership structure of any of the Applicants in addition to the change that is the subject of their Consolidation Application;

(iv) the telecommunication markets in which the Applicants and their Affiliates and Associates participate;

(v) the market participants; and

(vi) the estimated market shares of the participants and the level of concentration in those markets.

Applicants should include any additional relevant information that demonstrates that the Consolidation would not be likely to substantially lessen competition and would serve the public interest. Applicants should make reasonable and diligent efforts to collect and provide the necessary information.

(d) Each Short Form Consolidation Application must be accompanied by payment of an application fee of $2,500, to be paid by the Acquiring Party.

(e) Until IDA issues its written decision on whether to approve or deny a Consolidation Application, the Applicants must promptly inform IDA in writing of any new or different fact or matter that is reasonably likely to have a material impact on IDA’s consideration of the Consolidation Application.

10.3.6.6 Request for Separate Filing and Direct Submission of Information

(a) Without prejudice to Sub-sections 10.3.1.1(d) and 10.3.6.3(b) of this Code, an Applicant may apply in writing to IDA for a waiver of the requirement for the Applicant to submit a joint Consolidation Application with other Applicants if the Applicant can establish that —

(i) it is unable to comply with the requirement due to circumstances beyond its reasonable control; or

(ii) requiring it to comply with the requirement would be unduly burdensome or would prejudice its legitimate commercial interests.

(b) Circumstances under which IDA may grant a waiver under paragraph (a) include (without limitation) the following —

(i) where an Acquiring Party reasonably believes that the Designated Telecommunication Licensee is likely to be opposed to its acquisition of Voting Shares or Voting Power in the Designated Telecommunication Licensee or to the Acquiring Party entering into a Consolidation with the Designated Telecommunication Licensee;

(ii) where an Applicant reasonably believes that the filing of a joint Consolidation Application would be unduly burdensome or infeasible; or

(iii) where an Applicant can demonstrate that another party has refused to cooperate with it to file a joint Consolidation Application.

(c) Where an Applicant does not want to disclose confidential, commercially sensitive or proprietary information to another Applicant for inclusion in a Consolidation Application, IDA may allow the Applicant to submit its confidential, commercially sensitive or proprietary information directly to IDA but the Applicant shall otherwise submit a joint Consolidation Application with other Applicants containing such other information as may be required under this Code.

(d) Where IDA grants permission for separate filing of a Consolidation Application under paragraph (a) in cases where more than one Acquiring Party requires IDA's approval for a particular transaction, no additional application fee shall be payable but all Acquiring Parties shall be *jointly* liable for the stipulated application fee.

10.3.6.7 Standard for Approval or Denial of Consolidation Applications

(a) IDA will deny a Consolidation Application where IDA determines that the Consolidation to which the Consolidation Application relates to is likely to result in a substantial lessening of competition in any telecommunication market or it is in the public interest to deny the Consolidation Application.

(b) If IDA denies a Consolidation Application, IDA will provide a written statement of the reasons for its denial.

(c) IDA may approve a Consolidation Application with or without conditions. Without prejudice to Section 32D of the Telecommunications Act, IDA may

issue a direction under Section 32D(2) of the Telecommunications Act (described in Sub-section 10.8 of this Code) in the event that any condition is not complied with.

(d) Once IDA comes to a decision on the Consolidation Application, IDA will notify, in writing, the Applicants as well as all other parties identified to IDA by the Applicants as requiring IDA's approval under Section 32B(5) of the Telecommunications Act.

10.3.6.8 Consolidation Review Period

The following provisions govern the length of the Consolidation Review Period —

(a) The Consolidation Review Period will be deemed to have begun on the day on which the Applicants first satisfy the applicable requirements specified in Sub-sections 10.3.6.3, and 10.3.6.4 or 10.3.6.5 of this Code.

(b) IDA will ordinarily complete its Consolidation Review within 30 days after the start of the Consolidation Review Period. In exceptional cases, IDA may, where appropriate, conduct consultations on the Consolidation in accordance with Sub-section 10.6 of this Code. IDA will seek to give expedited consideration to requests made in connection with Consolidations to be achieved through Open Market Transactions. In any case in which IDA determines that a Consolidation Application raises novel or complex issues, IDA will notify the Applicants that it intends to extend the Consolidation Review Period by up to 90 days, to a maximum of 120 days.

(c) In any case in which IDA requests supplemental information, it will specify a reasonable period of time within which the Applicant(s) are to provide the supplemental information. If the Applicant(s) request additional time to comply with this request, or if they do not provide all supplemental information by the date specified, IDA will deem the Consolidation Review Period to have been suspended until such time as the Applicant(s) provide all specified supplemental information.

10.3.7 Additional Procedures Relating to Tender Offers

10.3.7.1 Partial Offers That Do Not Amount to a Consolidation

(a) Where an Acquiring Party intends to make a partial offer under rule 16 of the Take-Over Code that would result in the Acquiring Party becoming a 12% Controller of a Designated Telecommunication Licensee, the Acquiring Party and the Designated Telecommunication Licensee shall, after the Acquiring Party announces its pre-conditional offer (i.e. makes an announcement that a partial offer will be made only after IDA's approval has been obtained) and not less than 60 days before making the offer, submit a Request to IDA in accordance with Sub-section 10.3.5 of this Code.

(b) IDA will seek to make a determination within 30 days of receiving all the information necessary to enable IDA to review the Request. In exceptional cases, IDA may extend the review period and may, where appropriate, conduct consultations on the Request in accordance with Sub-section 10.6 of

this Code. In the event that IDA extends the review period, the Acquiring Party shall not proceed to become a 12% Controller of a Designated Telecommunication Licensee until such time as IDA may grant its approval upon completion of its determination.

10.3.7.2 Voluntary Offers or Partial Offers That Amount to a Consolidation

(a) Where an Acquiring Party intends to make a voluntary offer or a partial offer under rules 15 and 16 respectively of the Take-Over Code that would result in the Acquiring Party becoming a 30% Controller of a Designated Telecommunication Licensee or entering into a Consolidation with a Designated Telecommunication Licensee, the Acquiring Party and the Designated Telecommunication Licensee shall, after the Acquiring Party announces its offer (i.e. makes an announcement that a voluntary offer or partial offer will be made only after IDA's approval has been obtained) and not less than 60 days before it makes its offer, submit a Consolidation Application in accordance with Sub-section 10.3.6 of this Code.

(b) IDA will seek to make a determination within 30 days of receiving all information necessary to enable IDA to review the Consolidation Application. In exceptional cases, IDA may extend the review period and may, where appropriate, conduct consultations on the Consolidation in accordance with Sub-section 10.6 of this Code. In the event that IDA extends the review period, the Acquiring Party shall not proceed to become a 30% Controller of a Designated Telecommunication Licensee, or otherwise enter into a Consolidation with the Designated Telecommunication Licensee until such time as IDA may grant its approval upon completion of its determination.

10.3.7.3 Mandatory Offers

No Acquiring Party shall enter into any transaction for the acquisition of Shares in a Designated Telecommunication Licensee that will trigger a mandatory offer under rule 14 of the Take-Over Code, unless the completion of such transaction is conditional upon the Acquiring Party and the Designated Telecommunication Licensee obtaining IDA's prior written approval under Section 32B of the Telecommunications Act.

10.3.7.4 Other Tender Offers

Where the rules of the securities exchange on which the Voting Shares in a Designated Telecommunication Licensee are traded conflict with the procedures specified in Sub-section 10.3.7 of this Code, or where the provisions of Sub-section 10.3.7 do not address any specific situation in connection with a Tender Offer, the Acquiring Party must seek IDA's guidance as to the appropriate course of action and procedures to be followed to obtain IDA's approval. Nothing in this paragraph shall exempt an Acquiring Party from complying with the requirements to obtain IDA's prior written approval under Section 32B of the Telecommunications Act.

10.3.8 Additional Procedures Relating to Share Buybacks

(a) Subject to paragraph (b), a Designated Telecommunication Licensee need not seek IDA's approval to carry out a Share Buyback.

(b) Before entering into any transaction for a Share Buyback, a Designated Telecommunication Licensee must calculate the percentage of Voting Shares held by each shareholder following completion of the Share Buyback. If, as a result of the Share Buyback —

(i) any person who previously held less than 5% of the total number of Voting Shares or Voting Power in the Designated Telecommunication Licensee would, after the transaction, hold 5% or more, but less than 12% of the total Voting Shares or Voting Power in the Designated Telecommunication Licensee, the Designated Telecommunication Licensee may proceed with the Share Buyback and shall file the appropriate notification under Sub-section 10.3.4 of this Code;

(ii) any person will become a 12% Controller of the Designated Telecommunication Licensee, such person and the Designated Telecommunication Licensee must seek IDA's approval before the Designated Telecommunication Licensee proceeds with the Share Buyback; and

(iii) any person will become a 30% Controller of the Designated Telecommunication Licensee, or otherwise enters into a Consolidation with the Designated Telecommunication Licensee, such person and the Designated Telecommunication Licensee must seek IDA's approval before the Designated Telecommunication Licensee proceeds with the Share Buyback.

(c) For the purposes of paragraphs (b)(ii) and (iii), the Designated Telecommunication Licensee shall notify those parties who are required to seek IDA's approval in accordance with that paragraph, and the Designated Telecommunication Licensee and such parties shall submit a Request in accordance with Sub-section 10.3.5 or a Consolidation Application in accordance with Sub-section 10.3.6 of this Code.

10.4 Designated Business Trust or Designated Trust: Acquisitions of Units, Equity Interests or Voting Power in a Designated Business Trust or Designated Trust

This Sub-section 10.4 deals with: (a) acquisitions of Units or Voting Power in the Designated Business Trust; and (b) acquisitions of Equity Interests or Voting Power in a Designated Trust.

Every Acquiring Party, the Designated Telecommunication Licensee, and the Trustee-Manager or the trustee, must comply with the following provisions in connection with acquisition of Units or Voting Power in the Designated Business Trust, or Equity Interests or Voting Power in the Designated Trust.

For acquisitions involving Voting Shares or Voting Power in either the Trustee-Manager or the trustee, the parties must comply with Sub-section 10.3 in the

situation where the Trustee-Manager or trustee is a Designated Telecommunication Licensee.

In this Sub-section 10.4, unless otherwise stated, Trustee-Manager refers to Trustee-Manager of a Designated Business Trust, trustee refers to trustee of a Designated Trust, Units refer to Units in a Designated Business Trust, Equity Interest refers to such interest in a Designated Trust and Voting Power refers to Voting Power in a Designated Business Trust or Designated Trust (as the case may be).

Where any provision in this Sub-section specifies an obligation, or otherwise makes reference to a Trustee-Manager, such provision shall apply to the Trustee-Manager in relation to the Units or Voting Power in a Designated Business Trust. Similarly, where any provision specifies an obligation, or otherwise makes reference to a trustee, such provision shall apply to the trustee in relation to the Equity Interests or Voting Power in a Designated Trust.

10.4.1 Duty of Acquiring Party, Designated Telecommunication Licensee, Trustee-Manager and Trustee in Connection with Acquisition of Units, Equity Interests or Voting Power

Every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee, must comply with the following provisions in connection with acquisitions of Units, Equity Interests or Voting Power.

10.4.1.1 General Duty to Notify and Seek Approval for Acquisitions of Units, Equity Interests or Voting Power in or Consolidation with Designated Business Trust or Designated Trust

(a) Every Trustee-Manager/trustee must give notice in writing to IDA on the occasion when a person, whether by a series of transactions over a period of time or otherwise —

(i) first holds 5% or more but less than 12% of the Units or Equity Interests; or

(ii) first is in a position to control 5% or more but less than 12% of the Voting Power.

(b) Every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee, must seek IDA's approval in connection with the acquisition of Units, Equity Interests or Voting Power, that would result in such Acquiring Party becoming a 12% Controller of the Designated Business Trust or the Designated Trust.

(c) Every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/ trustee, must seek IDA's approval in connection with the acquisition of Units, Equity Interests or Voting Power, that would result in a Consolidation with the Designated Business Trust or the Designated Trust, or any other transaction that results in a Consolidation with the Designated Business Trust or the Designated Trust.

(d) In respect of (b) and (c), in the situation where, as a result of a transaction, persons acquire sufficient Units, Equity Interests or Voting Power thereby

requiring IDA's approval under Section 32B (5), (6) or (7) of the Telecommunications Act, every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/ trustee, must *jointly* submit a single Request or Consolidation Application to IDA.

10.4.1.2 Exemption from Section 32B of the Telecommunication Act

As set out in Section 32B (9), (10), (12) and (13) of the Telecommunications Act, as well as Regulations 3 and 4 of the Telecommunications (Prescribed Transactions) Order 2012 —

(a) A notice in writing need not be given to IDA under Sections 32B(2) and 32B(3) of the Telecommunications Act in the event where any person, whether by a series of transactions over a period of time or otherwise —

(i) holds 5% or more but less than 12% of the total number of Units or Equity Interests; or

(ii) is in a position to control 5% or more but less than 12% of the Voting Power,

if the event occurs by virtue only of any of the transactions prescribed by the Minister by order published in the *Gazette.*

(b) Any person may, without obtaining the prior written approval of IDA, become, whether through a series of transactions over a period of time or otherwise, a 12% Controller or a 30% Controller of a Designated Business Trust or Designated Trust, if that event occurs by virtue only of any transaction prescribed by the Minister by order published in the *Gazette.*

(c) A Trustee-Manager/trustee shall give notice in writing to IDA, within 7 days after first becoming aware of the event, in the event that any person —

(i) becomes, whether through a series of transactions over a period of time or otherwise, a 12% Controller or a 30% Controller of the Designated Business Trust or Designated Trust;

(ii) acquires any business of the Designated Business Trust or Designated Trust that is conducted pursuant to a telecommunication licence granted under Section 5 of the Telecommunications Act, or any part of any such business, as a going concern; or

(iii) obtains Effective Control over the Designated Business Trust or Designated Trust,

by virtue only of any transaction prescribed by the Minister for the purposes of this Sub-section by order published in the *Gazette*.

(d) The transactions prescribed by the Minister and published in the *Gazette* include the transactions which —

(i) result in the transfer of Units or Equity Interests in a Designated Business Trust or Designated Trust (as the case may be) —

(A) from any person to a Corporation, any Shares in which are owned or any Voting Power in which is controlled by that person, without any change in the percentage of the Voting Power in the

Designated Business Trust or Designated Trust controlled by that person;

(B) from a Corporation to any shareholder of the Corporation, without any change in the percentage of the Voting Power controlled by that shareholder;

(C) from a Corporation to its wholly owned subsidiary, or to a Corporation from its wholly owned subsidiary, whether or not the subsidiary is a direct subsidiary of the Corporation; or

(D) from one Corporation, any Shares in which are owned or any Voting Power in which is controlled by any person, to another Corporation, any Shares in which are owned or any Voting Power in which is controlled by that person, without any change in the percentage of the Voting Power in the Designated Business Trust or Designated Trust controlled by that person; or

(ii) do not change the percentage of the Voting Power controlled by every person who controlled any Voting Power immediately before the transaction.

The above transactions would be deemed to have constituted a pro forma change.

(e) The written notice given under Sections 32B(12) and 32B(13) of the Telecommunications Act must include a brief description of the transaction and the basis on which the Trustee-Manager/trustee believes the transaction falls within Regulations 3 and 4 of the Telecommunications (Prescribed Transactions) Order 2012.

10.4.1.3 Deemed and Disregarded Interests

(a) As set out in Section 32A(5)(b) of the Telecommunications Act, a person holds a Unit in a Business Trust if he has any legal or equitable interest in that Unit, other than an interest that is to be disregarded under Section 32A(10) of the Telecommunications Act.

(b) As set out in Section 32A(9) of the Telecommunications Act, a person shall be deemed to have an interest in a Unit, if —

(i) the person has entered into a contract to purchase that Unit; or

(ii) the person, not being the registered holder of that Unit, is entitled (otherwise than by reason of his having been appointed a proxy or representative to vote at a meeting of Unitholders of a Business Trust or of a class of its Unitholders) to exercise or control the exercise of a right attached to that Unit.

(c) As set out in Section 32A(11) of the Telecommunications Act, a person shall be deemed to have an interest in a Designated Trust, if —

(i) the person has entered into a contract to purchase that Equity Interest; or

(ii) the person, not being the registered holder of that Equity Interest, is entitled (otherwise than by reason of his having been appointed a proxy or representative to vote at a meeting of holders of Equity Interests in the

Designated Trust or of a class of its holders of Equity Interests) to exercise or control the exercise of a right attached to that Equity Interest.

(d) As set out in Sections 32A(10) and 32A(12) of the Telecommunications Act, there shall be disregarded —

(i) an interest in a Unit or an Equity Interest if the interest is that of a person who holds it as bare trustee;

(ii) an interest in a Unit or an Equity Interest of a person whose ordinary business includes the lending of money, if he holds the interest only by way of security for the purposes of a transaction entered into in the ordinary course of business in connection with the lending of money;

(iii) an interest in a Unit or an Equity Interest of a person whose ordinary business includes the underwriting of securities, if he holds the interest only as an underwriter or sub-underwriter to any offering of Units or Equity Interests;

(iv) an interest in a Unit or an Equity Interest held by a person in his capacity as a liquidator, the Official Receiver, the Official Assignee or the Public Trustee.

10.4.2 Obligation of Trustee-Manager/Trustee to Monitor Changes in Units, Equity Interests and Voting Power

Every Trustee-Manager/trustee must adopt reasonable procedures for monitoring changes in the Units, Equity Interests and Voting Power.

10.4.3 Acquisition resulting in a person holding Units, Equity Interests or control of Voting Power of less than 5% Not Subject to Notification or Approval

IDA will presume that a person that holds Units, Equity Interests or is in a position to control Voting Power of less than 5% does not have the ability to use such interest in a manner that would substantially lessen competition or in a manner that is contrary to public interest. Therefore, IDA will not subject such transaction to any notification or approval requirement.

10.4.4 Procedures for Notifying Acquisitions resulting in a Person holding Units, Equity Interests or being in control of Voting Power of 5% or More but Less than 12%

(a) IDA will presume that a person that holds Units, Equity Interests or is in a position to control Voting Power of at least 5%, but less than 12%, is not likely to have the ability to use such interest in a manner that would substantially lessen competition or in a manner that would be contrary to public interest. However, IDA must be notified of the acquisition, as such level of interest is not insignificant and there is the possibility that such person may seek to further increase its interest.

(b) Pursuant to Sections 32B(2) and 32B(3) of the Telecommunications Act, a Trustee-Manager/trustee shall give notice in writing to IDA within 7 days

after the Trustee-Manager/trustee first becomes aware that any person, whether by a series of transactions over a period of time or otherwise —

(i) holds 5% or more but less than 12% of the total number of Units or Equity Interests; or

(ii) is in a position to control 5% or more but less than 12% of the Voting Power.

(c) For the purposes of Sub-section 10.4.4(b), the notice must include the name (and, if known, the address and contact information) of the person, the percentage of Units, Equity Interests or Voting Power that the person held or controlled prior to the acquisition, and the percentage of Units, Equity Interests or Voting Power that the person has acquired.

(d) If requested by IDA in writing, the Trustee-Manager/trustee shall provide further notification of each increase in that person's Units, Equity Interests or Voting Power.

10.4.5 Procedures in Connection with Acquisitions resulting in a person becoming a 12% Controller of a Designated Business Trust or Designated Trust

10.4.5.1 Presumption

IDA will presume that an Acquiring Party that becomes a 12% Controller of a Designated Business Trust or Designated Trust is not likely to have the ability to exercise Effective Control over that Designated Business Trust or Designated Trust. Therefore, IDA will presume that such an acquisition is not likely to constitute a Consolidation. However, in certain circumstances, an Acquiring Party that becomes a 12% Controller of a Designated Business Trust or Designated Trust could have the ability to use its Units, Equity Interests or Voting Power in a manner that would substantially lessen competition or in a manner that is contrary to the public interest. For example, an Acquiring Party that becomes a 12% Controller in a Designated Business Trust or Designated Trust and that also has control in a competing telecommunication licensee could use its Units, Equity Interests or Voting Power to facilitate anti-competitive coordination between the two competing entities.

10.4.5.2 Duty to Seek Approval and to Notify IDA

(a) Pursuant to Section 32B(5) of the Telecommunications Act, no person shall, without obtaining the prior written approval of IDA to do so, become, whether through a series of transactions over a period of time or otherwise, a 12% Controller of a Designated Business Trust or Designated Trust.

For this purpose, every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee must seek IDA’s approval where such Acquiring Party acquires Units, Equity Interests or Voting Power that results in such Acquiring Party becoming a 12% Controller of the Designated Business Trust or Designated Trust.

(b) Where written approval has been granted by IDA to a person to become a 12% Controller of a Designated Business Trust or Designated Trust, such person is not required to seek IDA’s approval for any further acquisition of

Units, Equity Interests or Voting Power unless such an acquisition results in such person becoming a 30% Controller of the Designated Business Trust or Designated Trust, or otherwise constitutes a Consolidation with the Designated Business Trust or Designated Trust. If requested by IDA in writing, the Trustee-Manager/trustee must notify IDA within 7 days of each further acquisition of Units, Equity Interests or Voting Power by such person, provided that such person does not become a 30% Controller of the Designated Business Trust or Designated Trust, or otherwise enters into a Consolidation with the Designated Business Trust or Designated Trust. The written notifications must state the percentage of Units, Equity Interests or Voting Power that such person held or controlled prior to the acquisition and the percentage of Units, Equity Interests or Voting Power that such person has further acquired.

10.4.5.3 Procedures to Seek Prior Approval

(a) An Acquiring Party may acquire Units, Equity Interests or Voting Power that would result in the Acquiring Party becoming a 12% Controller of the Designated Business Trust or Designated Trust by various means. Without limitation, this may occur when —

(i) an Acquiring Party acquires Units or Equity Interests by —

(A) purchasing Units or Equity Interests in an Open Market Transaction;

(B) entering into a privately negotiated agreement with the Trustee-Manager/trustee that allows the Acquiring Party to acquire Units or Equity Interests;

(C) entering into a privately negotiated agreement with an entity that holds Units or Equity Interests;

(D) exercising an option to acquire Units or Equity Interests, or exercising a right to have Units or Equity Interests transferred; or

(E) entering into any other transaction that results in the acquisition of Units or Equity Interests.

(ii) an Acquiring Party acquires Voting Power by —

(A) purchasing, through an Open Market Transaction, Voting Shares in an entity that controls Voting Power;

(B) entering into a privately negotiated agreement with an entity that controls Voting Power;

(C) exercising an option to acquire, or right to transfer, Voting Shares in an entity that controls Voting Power; or

(D) entering into any other transaction that results in the acquisition of Voting Power.

(b) Every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee must *jointly* submit a Request to IDA in respect of such Acquiring Party becoming a 12% Controller of the Designated Business Trust or Designated Trust. The Request shall contain the information and

documents specified in Sub-section 10.4.5.4 of this Code and, except for Requests relating to a Tender Offer, shall be submitted in accordance with the following time frames —

(i) in cases where the Acquiring Party intends to acquire Units or Equity Interests in an Open Market Transaction, not less than 60 days before the Acquiring Party proceeds to make an offer for the Units or Equity Interests;

(ii) in other cases where the Acquiring Party intends to acquire Units or Equity Interests, within 30 days from the day on which the Acquiring Party enters into the agreement for the acquisition and not less than 60 days before the day upon which the Acquiring Party completes the acquisition;

(iii) in cases where the Acquiring Party intends to exercise an option to acquire Units or Equity Interests, or to exercise a right to have Units or Equity Interests transferred to it or to its order, not less than 60 days before the Acquiring Party exercises such an option or right; or

(iv) in all other cases where the Acquiring Party enters into any transaction that results in the Acquiring Party becoming a 12% Controller of the Designated Business Trust or Designated Trust, not less than 60 days before the Acquiring Party completes the transaction.

(c) IDA will seek to make a determination within 30 days of receiving all the information necessary to enable IDA to review the Request. In exceptional cases, IDA may extend the review period and may, where appropriate, conduct consultations on the Request in accordance with Sub-section 10.6 of this Code. In the event that IDA extends the review period, no Acquiring Party shall proceed to become a 12% Controller of a Designated Business Trust until such time as IDA may grant its approval upon completion of its determination.

(d) For transactions relating to a Tender Offer, every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee must submit a Request in accordance with Sub-section 10.4.7 of this Code.

10.4.5.4 Information and Documents to be Included in a Request

(a) Each Request shall contain all the required information reasonably necessary for IDA to determine the likely impact of the acquisition on competition and the public interest, including (without limitation) the following documents and information (based on the Applicants' reasonable and diligent efforts to collect and provide such information) —

(i) the name, address and contact information of every Acquiring Party;

(ii) the names of all Associates and Affiliates of the Trustee-Manager/ trustee and the Designated Telecommunication Licensee, and all Associates and Affiliates of every Acquiring Party;

(iii) the percentage of Units, Equity Interests or Voting Power that every Acquiring Party and its Associates holds or held (if any) prior to the proposed acquisition or acquisition, respectively;

(iv) the percentage of Units, Equity Interests or Voting Power that every Acquiring Party proposes to acquire or has acquired;

(v) the Services provided by every Acquiring Party, the Designated Telecommunication Licensee, the Trustee-Manager/trustee and their respective Associates and Affiliates, and the estimated market shares thereof;

(vi) any special or preferential rights granted to every Acquiring Party and its Associates prior to the proposed acquisition or acquisition respectively; and

(vii) any anticipated significant changes in the management or operations of the Designated Business Trust or Designated Trust.

(b) Until IDA issues its written decision on whether to approve or deny a Request, the Applicants must promptly inform IDA in writing of any new or different fact or matter that is reasonably likely to have a material impact on IDA's consideration of the Request.

10.4.5.5 Request for Separate Filing and Direct Submission of Information

(a) Without prejudice to Sub-sections 10.4.1.1(d) and 10.4.5.3(b) of this Code, an Applicant may apply in writing to IDA for a waiver of the requirement for the Applicant to submit a joint Request with other Applicants if the Applicant can establish that —

(i) it is unable to comply with the requirement due to circumstances beyond its reasonable control; or

(ii) requiring it to comply with the requirement would be unduly burdensome or would prejudice its legitimate commercial interests.

(b) Circumstances under which IDA may grant a waiver under paragraph (a) include (without limitation) the following —

(i) where an Acquiring Party reasonably believes that the Designated Telecommunication Licensee and/or Trustee-Manager/trustee is likely to be opposed to its acquisition of Units, Equity Interests or Voting Power;

(ii) where an Applicant reasonably believes that the submission of a joint Request would be unduly burdensome or infeasible; or

(iii) where an Applicant can demonstrate that another Applicant has refused to cooperate with it to submit a joint Request.

(c) Where an Applicant does not want to disclose confidential, commercially sensitive or proprietary information to another Applicant for inclusion in a Request, IDA may allow the Applicant to submit its confidential, commercially sensitive or proprietary information directly to IDA but the Applicant shall otherwise submit a joint Request with other Applicants containing such other information as may be required under this Code.

10.4.5.6 Standard for Approval or Denial of a Request

(a) IDA will deny a Request where IDA determines that the acquisition to which the Request relates is likely to result in a substantial lessening of competition in any telecommunication market or it is in the public interest to deny the Request.

(b) If IDA denies a Request, IDA will provide a written statement of the reasons for its denial.

(c) In those cases in which —

(i) every Acquiring Party, the Designated Telecommunication Licensee, and the Trustee-Manager/trustee have filed a Request in connection with a proposed acquisition of Units, Equity Interests or Voting Power that would result in such Acquiring Party becoming a 12% Controller of the Designated Business Trust or Designated Trust; and

(ii) IDA determines that the transaction constitutes a Consolidation,

IDA shall notify the Applicants of its determination and the Applicants must submit a Consolidation Application in accordance with Sub-section 10.4.6 of this Code. In the event that the Applicants inform IDA that they do not intend to submit a Consolidation Application or a Consolidation Application is not submitted within 30 days of the date of IDA's notification to the Applicants, IDA may deny the Request and, if so, will provide a written statement of the reasons for its denial.

(d) IDA may approve a Request with or without conditions. Without prejudice to Section 32D of the Telecommunications Act, IDA may issue a direction under Section 32D(2) of the Telecommunications Act (described in Sub-section 10.8 of this Code) in the event that any condition is not complied with.

10.4.6 Procedures in Connection with Acquisitions resulting in a person becoming a 30% Controller of a Designated Business Trust or Designated Trust and Other Transactions That Constitute a Consolidation with a Designated Business Trust or Designated Trust

10.4.6.1 Duty to Seek Approval and to Notify IDA

(a) Under Sections 32B and 32C of the Telecommunications Act, every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee must seek IDA's approval in connection with such Acquiring Party acquiring Units, Equity Interests or Voting Power that results in such Acquiring Party becoming a 30% Controller of the Designated Business Trust or Designated Trust or entering into any other transaction that constitutes a Consolidation with the Designated Business Trust or Designated Trust.

(b) Where written approval has been granted by IDA to a person to become a 30% Controller of a Designated Business Trust or Designated Trust, or to otherwise enter into a Consolidation with a Designated Business Trust or Designated Trust, such person is not required to seek IDA's approval for any

further acquisition of Units, Equity Interests or Voting Power. If requested by IDA in writing, the Trustee-Manager/trustee must notify IDA within 7 days of each further acquisition of Units, Equity Interests or Voting Power by such person. The written notifications must state the percentage of Units, Equity Interests or Voting Power that such person held or controlled prior to the acquisition and the percentage of Units, Equity Interests or Voting Power that such person has further acquired.

10.4.6.2 Determining the Existence of a Consolidation

(a) A Consolidation may involve —

(i) an acquisition of Units, Equity Interests or Voting Power that results in the Acquiring Party becoming a 30% Controller in a Designated Business Trust or Designated Trust, whether by a series of transactions over a period of time or otherwise;

(ii) obtaining the ability to exercise Effective Control over a Designated Business Trust or Designated Trust;

(iii) the acquisition of any business of a Designated Business Trust or Designated Trust conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a going concern; or

(iv) any transaction or class of transactions that is prescribed by regulations made under Section 74 of the Telecommunications Act, or that falls within a class of transactions prescribed in such regulations.

(b) An Acquiring Party may obtain Effective Control over a Designated Business Trust or Designated Trust through a transaction where, for example, the transaction confers on the Acquiring Party the right to appoint a majority of board of directors of the Trustee-Manager/trustee or the Designated Telecommunication Licensee or to veto certain management or major operating decisions of the Designated Business Trust or Designated Trust.

(c) The acquisition of any business of a Designated Business Trust or Designated Trust conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a going concern may occur where an Acquiring Party —

(i) acquires all or substantially all of the assets of the Designated Business Trust or Designated Trust used for such business; or

(ii) enters into an agreement pursuant to which it acquires the right to provide Services to, and receive compensation from, the substantial majority of the customers in respect of such business.

(d) A Consolidation may, but need not, result in the dissolution of an existing legal entity, the creation of a new legal entity or a Licence Assignment.

10.4.6.3 Procedures to Seek Prior Approval

(a) An Acquiring Party may enter into an agreement or a transaction that constitutes a Consolidation by various means. Without limitation, this may occur when —

(i) an Acquiring Party acquires Units or Equity Interests by —

(A) purchasing Units or Equity Interests in an Open Market Transaction;

(B) entering into a privately negotiated agreement with the Trustee-Manager/trustee that allows the Acquiring Party to acquire Units or Equity Interests;

(C) entering into a privately negotiated agreement with an entity that holds Units or Equity Interests;

(D) exercising an option to acquire Units or Equity Interests, or exercising a right to have Units or Equity Interests transferred; or

(E) entering into any other transaction that results in the acquisition of Units or Equity Interests.

(ii) an Acquiring Party acquires Voting Power by —

(A) purchasing, through an Open Market Transaction, Voting Shares in an entity that controls Voting Power;

(B) entering into a privately negotiated agreement with an entity that controls Voting Power;

(C) exercising an option to acquire, or right to transfer, Voting Shares in an entity that controls Voting Power; or

(D) entering into any other transaction that results in the acquisition of Voting Power.

(iii) an Acquiring Party acquires any business of a Designated Business Trust or Designated Trust conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a going concern.

(b) Every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee must *jointly* file a Consolidation Application in respect of such Acquiring Party becoming a 30% Controller of the Designated Business Trust or Designated Trust or otherwise entering into a Consolidation with the Designated Business Trust or Designated Trust. Each Consolidation Application shall contain the information and documents specified in Sub-sections 10.4.6.4 or 10.4.6.5 of this Code (as the case may be) and, except for Consolidation Applications relating to a Tender Offer, shall be submitted in accordance with the following time frames —

(i) in cases where the Acquiring Party intends to acquire Units or Equity Interests in an Open Market Transaction, not less than 60 days before the Acquiring Party proceeds to make an offer for the Units or Equity Interests;

(ii) in other cases where the Acquiring Party intends to acquire Units or Equity Interests, within 30 days from the day on which the Acquiring Party enters into the agreement and not less than 60 days before the day upon which the Acquiring Party completes the acquisition;

(iii) in cases where the Acquiring Party intends to acquire any business of the Designated Business Trust or Designated Trust conducted pursuant to a telecommunication licence granted by IDA (or any part thereof) as a

going concern, within 30 days from the day on which the Acquiring Party enters into the agreement for the acquisition and not less than 60 days before the day upon which the Acquiring Party completes the acquisition;

(iv) in cases where the Acquiring Party intends to exercise an option to acquire Units or Equity Interests, or to exercise a right to have Units or Equity Interests transferred to it or to its order, not less than 60 days before the Acquiring Party exercises such an option or right; or

(v) in all other cases where the Acquiring Party enters into any transaction that results in a Consolidation with the Designated Business Trust or Designated Trust, not less than 60 days before the Acquiring Party completes the transaction.

(c) While IDA is reviewing the Consolidation Application, no Acquiring Party shall proceed to become a 30% Controller of a Designated Business Trust or Designated Trust or otherwise enter into a Consolidation with the Designated Business Trust or Designated Trust until such time as IDA may grant its approval upon completion of its determination.

(d) For transactions relating to a Tender Offer, every Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/ trustee must submit a Consolidation Application in accordance with Sub-section 10.4.7 of this Code.

10.4.6.4 Information and Documents to be Included in a Long Form Consolidation Application

(a) Except as provided in Sub-section 10.4.6.5, each Consolidation Application shall contain all the required information reasonably necessary for IDA to determine the likely impact of the Consolidation on competition and the public interest (i.e. Long Form Consolidation Application), including (without limitation) the following documents and information (based on the Applicants' reasonable and diligent efforts to collect and provide such information) —

(i) the name, address and contact information of the Applicants and their Associates and Affiliates;

(ii) a copy of each of the following agreements —

(A) the Consolidation Agreement, including any appendices, side letters and supporting documents; and

(B) all agreements that, while not directly addressing the Consolidation, are an integral part of the transaction (such as covenants not to compete or licensing agreements) or that are necessary or useful for IDA to fully assess the likely competitive impact of the Consolidation, provided that in any case in which the Trustee-Manager/trustee and the Designated Telecommunication Licensee is not a party to the Consolidation Agreement or any other agreement specified in this paragraph (B), the Acquiring Party

shall provide these materials directly to IDA (in the case where the acquisition will trigger a mandatory offer under the Take-Over Code, the Applicants must submit information based on the assumption that the mandatory offer will be successful);

(iii) any supporting document that would assist IDA in assessing the likely competitive effect of the Consolidation including, at the minimum —

(A) a copy of the Applicants' current annual reports or audited financial statements;

(B) a chart indicating the relationship between each Applicant and its respective Associates and Affiliates and their relevant interest in the Designated Business Trust or Designated Trust;

(C) information about any situation in which the Units or Equity Interests grant the holder thereof a special or preferential right, and any pending change in the ownership structure of any of the Applicants in addition to the change that is the subject of their Consolidation Application;

(D) a copy of the trust deed of the Designated Business Trust or Designated Trust;

(E) any anticipated significant changes in management or operations of the Designated Business Trust or Designated Trust;

(F) a copy of the Applicants' business plans for the current and previous years; and

(G) a copy of all reports, studies or analyses prepared for the shareholders, Unitholders or holders of Equity Interests, beneficiaries of a trust, directors, or executive officers of the Applicants assessing the proposed Consolidation and describing the proposed operation of the Post-Consolidation Entity;

(iv) a detailed statement that provides a clear, accurate and comprehensive description of the Consolidation, a good faith assessment of the likely impact of the Consolidation on competition in any telecommunication market in which the Applicants and their Associates and Affiliates participate, and a discussion of why approval of the Consolidation would serve the public interest. The competitive assessment should generally include information regarding —

(A) the telecommunication markets in which the Applicants and their Associates and Affiliates participate;

(B) the market participants;

(C) the estimated market shares of the participants and the level of concentration in those markets;

(D) the structure of the markets (and the extent to which they facilitate unilateral anti-competitive conduct or concerted action by multiple participants);

(E) the likelihood that output would be increased (either by existing market participants or new entrants) in response to a significant and non-transitory price increase;

(F) the likelihood of customers switching to a competing service provider in response to a significant and non-transitory price increase; and

(G) any efficiency that would likely result from the Consolidation;

and

(v) any conditions that the Applicants may wish to propose for IDA's consideration (such as partial divestiture or the imposition of behavioural safeguards) that could reduce any potential adverse competitive impact of the Consolidation. If the Applicants choose to propose such conditions, they should provide a complete description of the proposed conditions and an assessment of why such conditions would be adequate to address any competitive concern that might arise from the Consolidation.

(b) Each Long Form Consolidation Application must be accompanied by payment of an application fee of $10,000, to be paid by the Acquiring Party.

(c) Until IDA issues its written decision on whether to approve or deny a Consolidation Application, the Applicants must promptly inform IDA in writing of any new or different fact or matter that is reasonably likely to have a material impact on IDA's consideration of the Consolidation Application.

10.4.6.5 Information and Documents to be Included in a Short Form Consolidation Application

(a) Where a Consolidation has met any of the requirements set out in Sub-section 10.4.6.5(b), the Applicants must follow the procedures for submitting a Short Form Consolidation Application as set out below.

(b) Situations in which a Short Form Consolidation Application must be submitted —

(i) the Consolidation is a Horizontal Consolidation that will not result in the Post-Consolidation Entity having more than a 15% share in the telecommunication market in Singapore; or

(ii) the Consolidation is a Non-horizontal Consolidation in which none of the Applicants has more than a 25% share of any telecommunication market, whether in Singapore or elsewhere, in which it participates.

(iii) As used in this Sub-section —

(A) "Horizontal Consolidation" means a Consolidation involving 2 or more entities that are current competing providers of the same Services or Services that are reasonable substitutes; and

(B) "Non-horizontal Consolidation" means a Consolidation in which all the involved entities are not current competitors.

(c) In submitting a Short Form Consolidation Application, Applicants should submit an abbreviated statement that provides a clear, accurate and comprehensive description of the Consolidation, a good faith description of the basis on which the Applicants believe that the Consolidation does not raise significant competitive issues and a brief discussion of why the approval of the Consolidation would serve the public interest. The competitive assessment generally should include information regarding —

(i) the name, address and contact information of the Applicants and their Associates and Affiliates;

(ii) a chart indicating the relationship between each Applicant and its respective Associates and Affiliates and the relevant interest in the Designated Business Trust or Designated Trust;

(iii) information about any situation in which the Units or Equity Interests grant the holder thereof a special or preferential right, and any pending change in the ownership structure of any of the Applicants in addition to the change that is the subject of their Consolidation Application;

(iv) a copy of the trust deed of the Designated Business Trust or Designated Trust;

(v) the telecommunication markets in which the Applicants and their Affiliates and Associates participate;

(vi) the market participants; and

(vii) the estimated market shares of the participants and the level of concentration in those markets.

Applicants should include any additional relevant information that demonstrates that the Consolidation would not be likely to substantially lessen competition and would serve the public interest. Applicants should make reasonable and diligent efforts to collect and provide the necessary information.

(d) Each Short Form Consolidation Application must be accompanied by payment of an application fee of $2,500, to be paid by the Acquiring Party.

(e) Until IDA issues its written decision on whether to approve or deny a Consolidation Application, the Applicants must promptly inform IDA in writing of any new or different fact or matter that is reasonably likely to have a material impact on IDA's consideration of the Consolidation Application.

10.4.6.6 Request for Separate Filing and Direct Submission of Information

(a) Without prejudice to Sub-sections 10.4.1.1(d) and 10.4.6.3(b) of this Code, an Applicant may apply in writing to IDA for a waiver of the requirement for the Applicant to submit a joint Consolidation Application with other Applicants if the Applicant can establish that —

(i) it is unable to comply with the requirement due to circumstances beyond its reasonable control; or

(ii) requiring it to comply with the requirement would be unduly burdensome or would prejudice its legitimate commercial interests.

(b) Circumstances under which IDA may grant a waiver under paragraph (a) include (without limitation) the following —

(i) where an Acquiring Party reasonably believes that the Designated Telecommunication Licensee and/or Trustee-Manager/trustee is likely to be opposed to its acquisition of Units, Equity Interests or Voting Power, or to the Acquiring Party entering into a Consolidation with the Designated Business Trust or Designated Trust;

(ii) where an Applicant reasonably believes that the filing of a joint Consolidation Application would be unduly burdensome or infeasible; or

(iii) where an Applicant can demonstrate that another party has refused to cooperate with it to file a joint Consolidation Application.

(c) Where an Applicant does not want to disclose confidential, commercially sensitive or proprietary information to another Applicant for inclusion in a Consolidation Application, IDA may allow the Applicant to submit its confidential, commercially sensitive or proprietary information directly to IDA but the Applicant shall otherwise submit a joint Consolidation Application with other Applicants containing such other information as may be required under this Code.

(d) Where IDA grants permission for separate filing of a Consolidation Application under paragraph (a) in cases where more than one Acquiring Party requires IDA's approval for a particular transaction, no additional application fee shall be payable but all Acquiring Parties shall be *jointly* liable for the stipulated application fee.

10.4.6.7 Standard for Approval or Denial of Consolidation Applications

(a) IDA will deny a Consolidation Application where IDA determines that the Consolidation to which the Consolidation Application relates to is likely to result in a substantial lessening of competition in any telecommunication market or it is in the public interest to deny the Consolidation Application.

(b) If IDA denies a Consolidation Application, IDA will provide a written statement of the reasons for its denial.

(c) IDA may approve a Consolidation Application with or without conditions. Without prejudice to Section 32D of the Telecommunications Act, IDA may issue a direction under Section 32D(2) of the Telecommunications Act (described in Sub-section 10.8 of this Code) in the event that any condition is not complied with.

(d) Once IDA comes to a decision on the Consolidation Application, IDA will notify, in writing, the Applicants as well as all other parties identified to IDA

by the Applicants as requiring IDA's approval under Section 32B(5) of the Telecommunications Act.

10.4.6.8 Consolidation Review Period

The following provisions govern the length of the Consolidation Review Period —

(a) The Consolidation Review Period will be deemed to have begun on the day on which the Applicants first satisfy the applicable requirements specified in Sub-sections 10.4.6.3, and 10.4.6.4 or 10.4.6.5 of this Code.

(b) IDA will ordinarily complete its Consolidation Review within 30 days after the start of the Consolidation Review Period. In exceptional cases, IDA may where appropriate, conduct consultations on the Consolidation in accordance with Sub-section 10.6 of this Code. IDA will seek to give expedited consideration to requests made in connection with Consolidations to be achieved through Open Market Transactions. In any case in which IDA determines that a Consolidation Application raises novel or complex issues, IDA will notify the Applicants that it intends to extend the Consolidation Review Period by up to 90 days, to a maximum of 120 days.

(c) In any case in which IDA requests supplemental information, it will specify a reasonable period of time within which the Applicant(s) are to provide the supplemental information. If the Applicant(s) request additional time to comply with this request, or if they do not provide all supplemental information by the date specified, IDA will deem the Consolidation Review Period to have been suspended until such time as the Applicant(s) provide all specified supplemental information.

10.4.7 Additional Procedures Relating to Tender Offers

10.4.7.1 Partial Offers That Do Not Amount to a Consolidation

(a) Where an Acquiring Party intends to make a partial offer under rule 16 of the Take-Over Code that would result in the Acquiring Party becoming a 12% Controller of a Designated Business Trust or Designated Trust, the Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee shall, after the Acquiring Party announces its pre-conditional offer (i.e. makes an announcement that a partial offer will be made only after IDA's approval has been obtained) and not less than 60 days before making the offer, submit a Request to IDA in accordance with Sub-section 10.4.5 of this Code.

(b) IDA will seek to make a determination within 30 days of receiving all the information necessary to enable IDA to review the Request. In exceptional cases, IDA may extend the review period and may, where appropriate, conduct consultations on the Request in accordance with Sub-section 10.6 of this Code. In the event that IDA extends the review period, the Acquiring Party shall not proceed to become a 12% Controller of a Designated Business Trust or Designated Trust until such time as IDA may grant its approval upon completion of its determination.

10.4.7.2 Voluntary Offers or Partial Offers That Amount to a Consolidation

(a) Where an Acquiring Party intends to make a voluntary offer or a partial offer under rules 15 and 16 respectively of the Take-Over Code that would result in the Acquiring Party becoming a 30% Controller of a Designated Business Trust or Designated Trust, or entering into a Consolidation with a Designated Business Trust or Designated Trust, the Acquiring Party, the Designated Telecommunication Licensee and the Trustee-Manager/trustee shall, after the Acquiring Party announces its offer (i.e. makes an announcement that a voluntary offer or partial offer will be made only after IDA's approval has been obtained) and not less than 60 days before it makes its offer, submit a Consolidation Application in accordance with Sub-section 10.4.6 of this Code.

(b) IDA will seek to make a determination within 30 days of receiving all information necessary to enable IDA to review the Consolidation Application. In exceptional cases, IDA may extend the review period and may, where appropriate, conduct consultations on the Consolidation in accordance with Sub-section 10.6 of this Code. In the event that IDA extends the review period, the Acquiring Party shall not proceed to become a 30% Controller of a Designated Business Trust or Designated Trust, or otherwise enter into a Consolidation with the Designated Business Trust or Designated Trust until such time as IDA may grant its approval upon completion of its determination.

10.4.7.3 Mandatory Offers

No Acquiring Party shall enter into any transaction for the acquisition of Units in a Designated Business Trust or Equity Interests in a Designated Trust that will trigger a mandatory offer under rule 14 of the Take-Over Code, unless the completion of such transaction is conditional upon the Acquiring Party and the Trustee-Manager/trustee obtaining IDA's prior written approval under Section 32B of the Telecommunications Act.

10.4.7.4 Other Tender Offers

Where the rules of the securities exchange on which the Units or Equity Interests are traded conflict with the procedures specified in Sub-section 10.4.7 of this Code, or where the provisions of Sub-section 10.4.7 do not address any specific situation in connection with a Tender Offer, the Acquiring Party must seek IDA's guidance as to the appropriate course of action and procedures to be followed to obtain IDA's approval. Nothing in this paragraph shall exempt an Acquiring Party from complying with the requirements to obtain IDA's prior written approval under Section 32B of the Telecommunications Act.

10.4.8 Additional Procedures Relating to Unit or Equity Interest Buybacks

(a) Subject to paragraph (b), a Designated Telecommunication Licensee and Trustee-Manager/trustee need not seek IDA's approval to carry out a Unit Buyback or Equity Interest Buyback.

(b) Before entering into any transaction for a Unit Buyback or Equity Interest Buyback, a Designated Telecommunication Licensee and Trustee-Manager/trustee must calculate the percentage of Units held by each Unitholder or Equity Interests held by each holder of Equity Interest following completion of the Unit Buyback or Equity Interest Buyback. If, as a result of the Unit Buyback or Equity Interest Buyback —

(i) any person who previously held less than 5% of the total number of Units, Equity Interests or Voting Power would, after the transaction, hold 5% or more, but less than 12% of the total Units, Equity Interests or Voting Power, the Trustee-Manager/trustee may proceed with the Unit Buyback or Equity Interest Buyback, and shall file the appropriate notification under Sub-section 10.4.4 of this Code;

(ii) any person will become a 12% Controller of the Designated Business Trust or Designated Trust, such person, the Designated Telecommunication Licensee and the Trustee-Manager/trustee must seek IDA's approval before proceeding with the Unit Buyback or Equity Interest Buyback; and

(iii) any person will become a 30% Controller of the Designated Business Trust or Designated Trust, or otherwise enters into a Consolidation with the Designated Business Trust or Designated Trust, such person, the Designated Telecommunication Licensee and the Trustee-Manager/trustee must seek IDA's approval before proceeding with the Unit Buyback or Equity Interest Buyback.

(c) For the purposes of paragraphs (b)(ii) and (iii), the Designated Telecommunication Licensee and Trustee-Manager/trustee shall notify those parties who are required to seek IDA's approval in accordance with that paragraph, and the Designated Telecommunication Licensee, Trustee-Manager/trustee and such parties shall submit a Request in accordance with Sub-section 10.4.5 or a Consolidation Application in accordance with Sub-section 10.4.6 of this Code.

10.5 Conditions of Approval

Sub-section 10.5 of this Code specifies the terms and conditions which IDA may impose in granting any approval under Section 32B of the Telecommunications Act in respect of a Request or a Consolidation Application.

10.5.1 Non-discrimination Requirements

(a) IDA may require the Applicants to agree that the Post-Consolidation Entity will —

(i) provide access to infrastructure, information or Services to other licensees (including Designated Telecommunication Licensees and licensees which are not Designated Telecommunication Licensees), entities or customers on a reasonable and non-discriminatory basis; or

(ii) reject any preferential access to infrastructure, information or Services from any specified entity.

(b) IDA may also require the Applicants to agree that the Post-Consolidation Entity will contract for independent audits to confirm compliance or to periodically self-certify its compliance with conditions under paragraph (a).

10.5.2 Accounting Separation

IDA may require the Applicants to agree that the Post-Consolidation Entity will account separately for revenues from operations that are subject to effective competition and operations that are not subject to effective competition, and to comply with rules governing allocation of joint costs and transactions between the competitive and non-competitive operations, in order to deter cross-subsidisation. IDA may require the Applicants to agree that the Post-Consolidation Entity will contract for independent audits to confirm compliance or to periodically self-certify its compliance with such conditions.

10.5.3 Structural Separation

IDA may require the Applicants to agree that the Post-Consolidation Entity will conduct certain operations through a structurally separate entity. The separate entity may be required to have separate books of accounts, separate facilities, separate offices, separate personnel, separate credit lines, and other appropriate forms of separation.

10.5.4 Voluntary Partial Divestiture of Assets to an Acceptable Purchaser

IDA may require any of the Applicants to agree to divest certain assets to an acceptable purchaser in an arm's length transaction. In order for a voluntary partial divestiture to constitute an adequate remedy, the Applicants must agree to the following provisions —

(a) the divestiture must involve the sale of sufficient assets to eliminate the risk that the Consolidation will create, preserve or increase the Post-Consolidation Entity's ability to substantially lessen competition; and

(b) the divestiture must be made to an entity that, in IDA's reasonable opinion, has the ability and incentive to operate the divested assets as a viable, competitive business.

10.5.5 Validity of Approval

(a) IDA may require the transaction to which a Request or Consolidation Application relates to be legally completed within one year from the date of IDA's written approval, failing which the approval will cease to be valid. In exceptional cases, IDA may specify a longer validity period for its approval. IDA will consider requests from Applicants for an extension of the validity period of its approval on a case-by-case basis. Applicants must provide IDA with strong justification why they require the extension and must satisfy IDA that the basis on which the approval was granted will remain applicable throughout the period of extension.

(b) If there is any material change affecting any basis on which IDA previously approved a Request or Consolidation Application and the transaction related

to such Request or Consolidation Application remains uncompleted, the Applicants must immediately notify IDA in writing with full disclosure of the change in circumstances and seek IDA's decision on the continued validity of the earlier approval granted. In such a situation, IDA's earlier approval will continue to be valid unless IDA notifies the Applicants to submit a new Request or Consolidation Application incorporating the changed circumstances.

10.5.6 Other Conditions

IDA may impose other conditions that are designed to preserve or increase competition or meet public interest objectives. These include, but are not limited to, conditions designed to increase entry into telecommunication markets that are not yet fully competitive.

10.6 Requests for Information and Consultation

(a) Without prejudice to Sections 27, 32E and 59 of the Telecommunications Act, where IDA is of the view that an Applicant has not submitted in its Request or Consolidation Application all information reasonably necessary for IDA to determine the likely impact of an acquisition on competition and the public interest, IDA may request additional information from the Applicant.

(b) An Applicant that believes that any such information request by IDA is unnecessary or overly broad may submit a written request to IDA to reconsider or narrow the scope of the information request. The Applicant should submit the reconsideration request to IDA within 5 working days of receiving the information request. The reconsideration request should describe, in good faith and with specificity, the basis for the Applicant's objection and, where feasible, propose alternative means by which IDA can obtain the information necessary to assess the Request or the Consolidation Application.

(c) Upon receiving a request for reconsideration, IDA will deem the applicable period in which it is to take action to have been suspended on the day on which IDA initially makes the information request. The applicable period will resume either on the day on which IDA grants the reconsideration request or the day on which the requested information is submitted to IDA.

(d) Without prejudice to Sub-section 1.5.6 of this Code, where appropriate, IDA will provide the public with an opportunity to comment on a Request or Consolidation Application. In those cases in which IDA seeks public comment in connection with a Request or Consolidation Application, it will release the non-confidential portions of the detailed statement specified in Sub-sections 10.3.6.4(a)(iv) (in the case of a Designated Telecommunication Licensee) or 10.4.6.4(a)(iv) (in the case of a Designated Business Trust or a Designated Trust) of this Code. IDA will consider all comments received to be public documents, and will make them available on the IDA website. However, a commenting party may seek confidential treatment of specific information that is proprietary or commercially sensitive by submitting a separate confidential appendix. In those cases in which IDA does not conduct

a public consultation, IDA may nonetheless request comments from individuals or entities where appropriate. IDA does not assume any obligation to consider any unsolicited comments.

10.7 Failure to Seek IDA's Approval for 12% Controller, 30% Controller and Consolidation

(a) Where an Acquiring Party contravenes the Telecommunications Act by failing to obtain IDA's approval under Sections 32B (5), (6) and (7), and it was not aware that it had contravened the provision in question, it shall —

(i) notify IDA in writing of the contravention within 14 days of becoming aware of the contravention;

(ii) provide IDA with such information as IDA may require for the purpose of determining what directions to give to the Acquiring Party under Section 32D of the Telecommunications Act, including (without limitation) —

(A) an explanation of why it contravened Sections 32B (5), (6) or (7) of the Telecommunications Act, as the case may be; and

(B) the information specified in Sub-sections 10.3.5.4 or 10.3.6.4 and/or 10.3.6.5 (in relation to a Designated Telecommunication Licensee) of this Code, the information specified in Sub-sections 10.4.5.4 or 10.4.6.4 and/or 10.4.6.5 (in relation to a Designated Business Trust or Designated Trust) of this Code;

and

(iii) where the Acquiring Party has contravened Sections 32B (5), (6) or (7) of the Telecommunications Act by failing to seek IDA's approval for Consolidation, pay to IDA the application fee specified in Sub-sections 10.3.6.4(b) and 10.3.6.5(d) (in relation to a Designated Telecommunication Licensee), Sub-sections 10.4.6.4(b) and 10.4.6.5(d) (in relation to a Designated Business Trust or Designated Trust) of this Code.

(b) An Acquiring Party specified in paragraph (a) shall not acquire any further Voting Shares, Units or Equity Interests or Voting Power in any Designated Telecommunication Licensee, Designated Business Trust or Designated Trust until it has complied with paragraph (a) and such directions as IDA may give under Section 32D of the Telecommunications Act.

(c) Nothing in this Sub-section 10.7 shall constitute any excuse for the Acquiring Party's failure to comply with the requirements of Sections 32B (5), (6) and (7) of the Telecommunications Act, nor affect IDA's right to take enforcement measures against the Acquiring Party for such contravention.

10.8 IDA's Power to Issue Directions

(a) Pursuant to Section 32D(1) of the Telecommunications Act, IDA may issue any direction as described in paragraph (b) if —

(i) a person ("**Specified Person**") —

(A) becomes a 12% Controller or 30% Controller of a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust;

(B) acquires any business (of a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust) that is conducted pursuant to a telecommunication licence granted by IDA, or any part of any such business, as a going concern; or

(C) obtains Effective Control over a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust; and

(ii) IDA is satisfied that —

(A) the Specified Person has thereby contravened Section 32B (5), (6) or (7) of the Telecommunications Act;

(B) any condition of approval imposed on the Specified Person has not been complied with;

(C) the Specified Person has furnished false or misleading information or documents in connection with an application for approval under Section 32B (5), (6) or (7) of the Telecommunications Act;

(D) IDA would not have granted its approval under Section 32B (5), (6) or (7) of the Telecommunications Act had it been aware, at that time, of circumstances relevant to the Specified Person's application for such approval; or

(E) the applicable matter referred to in Sub-sections 10.8(a)(i)(A), 10.7(a)(i)(B) or 10.7(a)(i)(C) is likely to substantially lessen competition or is against the public interest.

(b) Pursuant to Section 32D(2) of the Telecommunications Act, IDA may, in the circumstances specified in Sub-section 10.8(a) above, direct —

(i) the Designated Telecommunication Licensee to do all or any of the following —

(A) to restrict the exercise of all or any of the voting rights in respect of the Voting Shares which the Specified Person holds, or which the Specified Person and his Associates together hold, in the Designated Telecommunication Licensee (the "**Specified Shares**"), or to restrict the exercise of the Voting Power which the Specified Person controls, or which the Specified Person and his Associates together control, in the Designated Telecommunication Licensee, unless IDA expressly permits such rights or power to be exercised;

(B) to restrict the issuance or offer of Shares in the Designated Telecommunication Licensee (whether by way of rights, bonus or otherwise) in respect of the Specified Shares, unless IDA expressly permits such issue or offer;

(C) except in a liquidation of the Designated Telecommunication Licensee, to restrict the payment of any amount (whether by way of dividends or otherwise) in respect of the Specified Shares,

unless IDA expressly authorises such payment subject to such conditions as IDA may specify;

(ii) the Trustee-Manager of the Designated Business Trust to do all or any of the following —

(A) to restrict the exercise of all or any of the voting rights in respect of the Units which the Specified Person holds, or which the Specified Person and his Associates together hold, in the Designated Business Trust (the "**Specified Units**"), or to restrict the exercise of the Voting Power which the Specified Person controls, or which the Specified Person and his Associates together control, in the Designated Business Trust, unless IDA expressly permits such rights or power to be exercised;

(B) to restrict the issuance or offer of Units in the Designated Business Trust (whether by way of rights, bonus or otherwise) in respect of the Specified Units, unless IDA expressly permits such issue or offer;

(C) except in a winding up of the Designated Business Trust, to restrict the payment of any amount (whether by way of profits, income or otherwise) in respect of the Specified Units, unless IDA expressly authorises such payment subject to such conditions as IDA may specify;

(iii) the trustee of the Designated Trust to do all or any of the following —

(A) to restrict the exercise of all or any of the voting rights in respect of the Equity Interests which the Specified Person holds, or which the Specified Person and his Associates together hold, in the Designated Trust (the "**Specified Equity Interests**"), or to restrict the exercise of the Voting Power which the Specified Person controls, or which the Specified Person and his Associates together control, in the Designated Trust, unless IDA expressly permits such rights or power to be exercised;

(B) to restrict the issuance or offer of Equity Interests in the Designated Trust (whether by way of rights, bonus or otherwise) in respect of the Specified Equity Interests, unless IDA expressly permits such issue or offer;

(C) except in a winding up of the Designated Trust, to restrict the payment of any amount (whether by way of profits, income or otherwise) in respect of the Specified Equity Interests, unless IDA expressly authorises such payment subject to such conditions as IDA may specify;

(iv) the Specified Person, or any Associate of the Specified person, to transfer or dispose of all or any part of the Specified Shares, Specified Units or Specified Equity Interests, as the case may be, within such time as IDA may determine and subject to such conditions as IDA considers appropriate;

(v) the Specified Person to transfer or dispose of all or any part of the business or part thereof that is conducted pursuant to a telecommunication licence granted by IDA, and that is acquired from the Designated Telecommunication Licensee, Designated Business Trust or Designated Trust as a going concern, within such time as IDA may determine and subject to such conditions as IDA considers appropriate;

(vi) direct the Specified Person to relinquish Effective Control over the Designated Telecommunication Licensee, Designated Business Trust or Designated Trust, within such time as IDA may determine and subject to such conditions as IDA considers appropriate.

10.8.1 Opportunity to Respond to IDA's Direction

Prior to issuing a direction under the Telecommunications Act for the circumstances stated in Sub-section 10.8 of this Code, IDA will, unless IDA decides that it is not practicable or desirable to do so, provide a written notification to the entity to which the direction will be addressed, and will give such person an adequate opportunity to submit written representations in relation to the proposed direction.

10.9 Telecom Consolidation and Tender Offer Guidelines

IDA has adopted, and may periodically revise, the Telecom Consolidation and Tender Offer Guidelines. These guidelines are advisory in nature and further elaborate on the procedures and standards that IDA will apply in conducting a Consolidation review as well as explain the procedures that an Acquiring Party must observe before making a Tender Offer where the Take-Over Code applies.

11. ADMINISTRATIVE PROCEDURES

11.1 Introduction

11.1.1 Application

All provisions in this Section apply to all Licensees. Sub-sections 11.6 through 11.9.4 apply to an Acquiring Party (whether licensed or non-licensed) that submits a Request or seeks to engage in a transaction that results in a Consolidation with a Designated Telecommunication Licensee, Designated Business Trust or Designated Trust under Section 10 of this Code

11.1.2 Over-view

This Section describes the administrative procedures that IDA will use to implement this Code.

11.2 Conciliation

Licensees may jointly request IDA to provide conciliation to assist them in resolving any dispute arising out of the following events:

(a) pursuant to Sub-section 6.4.1.7 of this Code, the negotiation of a voluntary Individualised Interconnection Agreement;

(b) pursuant to Sub-section 6.6 of this Code, the Licensees' implementation of an Interconnection Agreement; and

(c) pursuant to Sub-section 7.4.1 of this Code, a Licensee's request to share infrastructure.

11.2.1 Procedures for Requesting Conciliation

Licensees requesting conciliation must submit to IDA a joint statement describing the disputed issues and the position of each party on the disputed issues.

11.2.2 Role of IDA in Conciliation

IDA will provide conciliation at its discretion. IDA's role in any conciliation will be to assist the parties to reach a mutually acceptable solution that is consistent with this Code. IDA will not advocate any specific position or impose any solution on the parties.

11.3 Dispute Resolution Procedure

(a) Upon request, IDA will resolve disputes between Licensees arising from the following events:

(i) pursuant to Sub-section 6.4.3 of this Code, failure to voluntarily reach an Individualised Interconnection Agreement with a Dominant Licensee; and

(ii) pursuant to Sub-section 7.6.2 of this Code, failure to voluntarily reach a

Sharing Agreement for the sharing of infrastructure that IDA has directed or designated to be shared.

(b) IDA may, at its discretion, resolve disputes between Licensees arising from the implementation of:

(i) an Interconnection Agreement entered into with a Dominant Licensee; and

(ii) a Sharing Agreement entered into via IDA's dispute resolution.

(c) Except as otherwise specified, IDA will not intervene in other disputes relating to matters provided for in this Code. Instead, Licensees are required to resolve their disputes in accordance with the dispute resolution provisions of their respective agreements, or, in the absence of any agreement, through good-faith commercial negotiations.

(d) The procedures for requesting IDA to resolve disputes, the process for submitting petitions and responses to IDA by the parties in dispute and the standards that IDA will apply to resolve disputes, are specified in the Dispute Resolution Guidelines issued by IDA.

11.4 Enforcement Action for Contravention of this Code

Enforcement actions for contravention of this Code can be brought by IDA, either at the request of a private party pursuant to Sub-section 11.4.1 of this Code or on its own motion pursuant to Sub-section 11.4.2 of this Code. IDA has discretion to determine whether it will conduct any enforcement action. Whilst the enforcement process is designed to provide a significant deterrent to impermissible conduct, any enforcement action taken by IDA will be proportionate to the severity of the contravention.

11.4.1 Requests for Enforcement by a Private Party

Any Licensee or End User that has been injured, or is likely to be injured, as a direct result of the contravention of any provision of this Code by a Licensee, may submit a written request asking IDA to take enforcement action against that Licensee ("Request for Enforcement"). Where IDA receives 2 or more Requests for Enforcement against the same Licensee which arise out of the same action or course of action by that Licensee, IDA may consider the Requests for Enforcement in a single consolidated proceeding.

11.4.1.1 Submission of Written Request for Enforcement Action

(a) Any party that requests IDA to take enforcement action ("Party Requesting Enforcement") must submit to IDA a Request for Enforcement. The Request for Enforcement must cite the specific provisions of this Code that the Party Requesting Enforcement claims the Licensee has contravened and must allege facts that, if proven to be true, would demonstrate a contravention. Whenever possible, the Party Requesting Enforcement should attach to the Request for Enforcement copies of all relevant documents necessary to prove the allegations of fact contained in the

request. Where this is not possible, the Party Requesting Enforcement must provide a statement explaining why it cannot provide the supporting documentation. The Request for Enforcement must include a signed statement that:

(i) the Party Requesting Enforcement has used reasonable diligence in collecting the facts;

(ii) the facts alleged are true to the best of the Party Requesting Enforcement's knowledge;

(iii) the Party Requesting Enforcement believes in good faith that the facts alleged, if proven, would constitute a contravention of the provisions of this Code as cited in the Request for Enforcement;

(iv) describes the manner in which the Party Requesting Enforcement has been injured, or is likely to be injured, as a direct result of the alleged contravention; and

(v) the Party Requesting Enforcement has made an effort in good faith to resolve the underlying dispute through direct negotiations with the Licensee against whom enforcement action is being sought.

(b) IDA may require the Party Requesting Enforcement to provide IDA with a statutory declaration attesting to the facts that provide the basis for the Request for Enforcement within 7 days from the date of IDA's written request.

11.4.1.2 IDA's Response to Enforcement Request

(a) IDA will seek to respond to the Party Requesting Enforcement with its decision as to whether IDA accepts or declines the Request for Enforcement within 15 days from the date of IDA's receipt of the Request for Enforcement.

(b) Where IDA determines that the Request for Enforcement raises novel or complex issues, IDA may by written notification to the Party Requesting Enforcement, extend the review period by up to 30 days. The situations where IDA may deem a Request for Enforcement to raise novel or complex issues include, but are not limited to, the following:

(i) a novel issue when disposition of the request requires IDA to consider an issue that IDA has not previously addressed, either under this Code or in a prior enforcement request; or

(ii) a complex issue when disposition of the request requires IDA to obtain significant factual information to resolve difficult legal, factual or policy issues that cannot be adequately resolved within the ordinary 15-day period.

(c) IDA will decline the Request for Enforcement if:

(i) the Party Requesting Enforcement fails to show that it has been injured, or is likely to be injured, as a direct result of the alleged contravention of the provisions of this Code as cited in the Request for Enforcement;

(ii) the factual allegations are unsupported or clearly without merits;

(iii) the factual allegations contained in the Request for Enforcement, even if proven to be true, would not constitute a contravention of this Code;

(iv) IDA determines that the Request for Enforcement does not satisfy the requirements specified in Sub-section 11.4.1.1 of this Code; or

(v) IDA concludes that the exercise of its enforcement discretion would not be appropriate.

(d) Where IDA declines to take enforcement action, IDA will notify the Party Requesting Enforcement and provide a written explanation.

11.4.1.3 Deferment of Consideration for Request for Enforcement

In an appropriate case, IDA may defer its consideration of a Request for Enforcement. Where IDA defers its consideration of a Request for Enforcement, IDA will notify the Party Requesting Enforcement and provide a written explanation.

11.4.1.4 Notification of Enforcement Action

If IDA accepts the Request for Enforcement, IDA will issue a written notification to the Licensee in relation to which enforcement action is initiated ("Responding Licensee"). A copy of the written notification will be made available to the Party Requesting Enforcement. The written notification will clearly indicate the specific provisions of this Code that the Responding Licensee has been alleged to contravene and reasonable details of the alleged facts constituting the contravention. IDA will also provide to the Responding Licensee a copy of the Request for Enforcement and all supporting documents submitted by the Party Requesting Enforcement unless, and to the extent that, IDA has granted an application by the Party Requesting Enforcement for confidential treatment of information pursuant to Sub-section 11.7 of this Code.

11.4.1.5 Opportunity to Respond

Where IDA accepts the Request for Enforcement and issues a written notification to the Responding Licensee, the Responding Licensee will have 15 days from the date of IDA's written notification to respond in writing to the written notification ("Response"). The Response must provide a clear statement, supported by documents, affidavits, or other relevant materials, providing the basis on which the Responding Licensee disputes the allegations of contravention. IDA will provide a copy of the Response to the Party Requesting Enforcement unless, and to the extent that, IDA has granted an application by the Responding Licensee for treatment of confidential information pursuant to Sub-section 11.7 of this Code.

11.4.1.6 Opportunity for Further Reply

(a) The Party Requesting Enforcement will have 15 days from the day on which IDA provides the Response, to submit its further written reply to the Response.

(b) Where the Party Requesting Enforcement submits a further reply, the Responding Licensee will have 15 days from the day on which IDA provides the further reply, to submit a final written reply to IDA.

(c) In both cases above, IDA will provide a copy of the party's reply to the other party unless, and to the extent that, IDA has granted an application by the party submitting the reply for confidential treatment of information pursuant to Sub-section 11.7 of this Code.

11.4.1.7 Request for Extension of Time

Where a party demonstrates good cause, IDA may grant a further extension of time of up to 7 days for making its submissions. Any request for an extension of time must be made in writing to IDA at least 3 days before the expiration of the specified period for which the party must submit its response. IDA will seek to inform both the Responding Licensee and the Party Requesting Enforcement of its decision within 2 days of the date of receipt of the request for extension.

11.4.1.8 Request for Further Information

After reviewing the information submitted by the Party Requesting Enforcement and the Responding Licensee, IDA may request either or both parties to submit additional information at any time during the course of the enforcement proceedings pursuant to Sub-section 11.6 of this Code. IDA may provide a copy of the response to the other party unless, and to the extent that, IDA has granted an application by either party for confidential treatment of information pursuant to Sub-section 11.7 of this Code.

11.4.1.9 Withdrawal of Request for Enforcement

(a) The Party Requesting Enforcement may, at any time, withdraw its Request for Enforcement. To withdraw its Request for Enforcement, the Party Requesting Enforcement must notify IDA in writing of its request for withdrawal and provide reasons for its request (copied to the Responding Licensee).

(b) The party's decision to withdraw its Request for Enforcement does not preclude IDA from taking enforcement action on its own initiative in the case where IDA concludes that it is in the public interest to do so. In such a case, while IDA will initiate a separate enforcement proceeding pursuant to Sub-section 11.4.2 of this Code, IDA may continue to rely on the submissions made by the parties in the previous aborted enforcement proceeding.

11.4.1.10 Issuance of IDA's Decision

IDA will seek to issue its decision within 60 days of receiving all necessary information. Where appropriate, IDA may, by written notice to the parties before the expiry of the 60-day review period, extend the time by which IDA will issue its decision. In such cases, IDA will specify the number of days by which it is extending the review period.

11.4.2 Enforcement Action Initiated by IDA

IDA may commence enforcement action on its own initiative against a Licensee that it believes has contravened this Code. IDA will use the following procedures in any enforcement action initiated by IDA:

11.4.2.1 Notification to Licensee of Enforcement Action

IDA will provide a written notification to the Licensee that IDA is initiating enforcement action against that Licensee. The notification will clearly indicate the specific provisions of this Code that IDA believes the Licensee has contravened, and will describe in reasonable detail the basis for IDA's belief.

11.4.2.2 Opportunity to Respond

The Licensee will have 15 days to respond in writing to IDA's notification. IDA may extend this period in appropriate cases. For each allegation which the Licensee disputes, the Licensee's response must provide a clear statement, supported by documents, affidavits, or other relevant materials, providing the basis on which the Licensee disputes the allegation.

11.4.2.3 Request for Additional Information

After reviewing the response submitted by the Licensee, IDA may request the Licensee to provide additional information pursuant to Sub-section 11.6 of this Code.

11.4.2.4 Issuance of IDA's Decision

IDA will carefully consider the matters set out in the responses submitted by the Licensee before issuing its decision. IDA will seek to issue its decision within 60 days of receiving all necessary information required by IDA. Where appropriate, IDA may, by written notice to the Licensee before the expiry of the 60-day period, extend the time by which IDA will issue its decision. In such cases, IDA will specify the number of days by which it is extending the review period.

11.4.3 Interim Direction to Cease and Desist

At any time during an enforcement proceeding pursuant to Sub-section 11.4.1 or 11.4.2 of this Code, IDA may issue an interim direction to the Licensee to cease and desist from any specified conduct. In determining whether to issue such an interim direction, IDA will consider whether:

(a) there is prima facie evidence that the Licensee has contravened the provision of this Code;

(b) continuation of the Licensee's conduct is likely to cause serious harm to other Licensees, End Users or the general public;

(c) the potential anti-competitive harm from allowing the Licensee to continue its conduct outweighs the burden on the Licensee of ceasing the conduct; or

(d) issuance of the interim direction is in the public interest.

11.4.4 Enforcement Measures

In the event that IDA concludes that the Licensee has contravened any provision of this Code, IDA may take such enforcement measures as it considers appropriate, including the following enforcement actions:

11.4.4.1 Warnings

IDA may issue a warning to the Licensee. The warning will contain a statement of IDA's basis for concluding that the Licensee has acted in contravention of any provision of this Code, but will impose no further sanction.

11.4.4.2 Directions to Cease and Desist

Where appropriate, IDA will direct the Licensee to cease engaging in conduct that is, or if continued will constitute, a contravention of any provision of this Code.

11.4.4.3 Remedial Actions

Where appropriate, IDA will direct the Licensee to take specific remedial action.

11.4.4.4 Financial Penalties

(a) IDA may impose financial penalties on a Licensee that contravenes any provision of this Code under Section 8(1) of the Telecommunications Act.

(b) In imposing financial penalties, IDA will consider any aggravating factors. These factors include:

(i) whether the contravention was serious;

(ii) whether the contravention continued for an extended period;

(iii) whether the contravention resulted in harm to third parties;

(iv) whether the Licensee acted wilfully, recklessly or in a grossly negligent manner;

(v) whether the Licensee has a previous history of contraventions; and

(vi) whether the Licensee made any effort to conceal the contravention.

(c) In imposing financial penalties, IDA will also consider any mitigating factors. These factors include:

(i) whether the contravention was minor;

(ii) whether the adverse consequences to third parties from the contravention were minor;

(iii) whether the Licensee took prompt action to correct the contravention;

(iv) whether the contravention was accidental; and

(v) whether the Licensee voluntarily disclosed the contravention to IDA and co-operated with IDA in its investigation.

11.4.5 Suspension or Cancellation of the Licence under the Telecommunications Act

In serious cases where IDA is satisfied that a Licensee has contravened, and is likely to again contravene, any provision of this Code, IDA may, instead of taking any of the enforcement action specified in Sub-section 11.4.4 of this Code, cancel or suspend the relevant licence under Section 8 of the Telecommunications Act.

11.4.6 Timeliness of Enforcement Action

(a) The following time limits must be complied with in respect of every enforcement action:

(i) In any case in which a party files a Request for Enforcement pursuant to Sub-section 11.4.1 of this Code, the party must do so within 2 years after the date of the occurrence of the action that constitutes the alleged contravention of this Code.

(ii) In any case in which IDA initiates enforcement action on its own motion, IDA will issue the written notification provided for in Sub-section 11.4.2.1 of this Code within 2 years after the date of the occurrence of the action that constitutes the alleged contravention of this Code.

(b) In determining the date of the occurrence of the action that constitutes the alleged contravention of this Code, the following will apply:

(i) Where the alleged contravention could not reasonably have been discovered at the time it was committed, the earlier of the date on which the conduct was, or reasonably should have been, discovered will constitute the date on which the alleged contravention occurred.

(ii) Where a Licensee engages in an on-going course of conduct that allegedly contravenes this Code, the date of the most recent action taken as part of that course of conduct will constitute the date on which the alleged contravention occurred. For example, where conduct undertaken pursuant to an agreement is continuing, IDA may bring an enforcement action while the conduct is continuing or at the latest, within 2 years from the date on which the Licensee ceases its conduct under the Agreement.

11.5 Binding Effect of Initial Submissions

(a) Any party to an enforcement or dispute resolution proceeding under this Code must in its initial submission to IDA:

(i) in relation to a Request for Enforcement under Sub-section 11.4.1 of this Code, make all relevant allegations of contravention;

(ii) in relation to a Response to a Request for Enforcement under Sub-section 11.4.1.5 of this Code or a response under Sub-section 11.4.2.2 of this Code, raise all relevant grounds to dispute the allegations of

contravention; and

(iii) in relation to a petition for dispute resolution and a response to a petition for dispute resolution under Sub-section 11.3 of this Code and the Dispute Resolution Guidelines, raise all relevant issues in dispute and submit all relevant information to substantiate the party's position taken on the issues in dispute.

(b) IDA will reject the relevant portion of any subsequent submission made by the party in the course of the relevant proceeding that:

(i) in relation to an enforcement proceeding, makes any new allegation of contravention not previously disclosed in the Request for Enforcement or raises any new ground to dispute the allegations of contravention not previously disclosed in the response;

(ii) in relation to a dispute resolution proceeding, raises any new issue in dispute not previously disclosed in the petition for dispute resolution or response to the petition for dispute resolution;

(iii) contains information that could have been submitted in its initial submission; or

(iv) takes any position that is inconsistent with its initial submission.

11.6 Request for Information

(a) In carrying out its duties and functions under this Code, IDA may, by notice in writing, require a Licensee or other party specified in this Code to produce specified documents or to provide specified information by a specified timeframe. IDA may also request a party to participate in an interview or require a party to allow IDA to physically inspect its accounts, documents, records, facilities and operations.

(b) All information submitted to IDA by any Licensee or other party pursuant to the provisions of this Code must, to the best of that Licensee's or party's ability and knowledge, be accurate, complete and responsive. At the time it submits the information, the Licensee or party must submit a statement in a form acceptable to IDA, certifying that it has satisfied this obligation.

11.6.1 Effect of Failure to Submit Required Information

(a) In any proceeding under this Code, if a party fails or refuses to submit information required by this Code, or requested by IDA, within the timeframe specified, IDA will base its decision on the information provided by any other party to the proceeding (if any) and on the best information available to IDA from whatever source derived.

(b) Where a party requesting IDA to take a particular action fails to respond accurately and completely to IDA's information request within the timeframe specified, IDA may refuse to take the action requested.

(c) Any failure by a Licensee to comply with IDA's information requests, and any destruction, disposal, falsification or concealment of

requested documents, constitutes a contravention of this Code for which IDA can take enforcement action pursuant to Sub-section 11.4.4 of this Code.

11.7 Confidential Treatment of Information

A party submitting information to IDA, whether voluntarily, or pursuant to the requirements of this Code or a request from IDA, may request that the information submitted be treated as confidential. Where feasible, all information for which a party is seeking confidential treatment must be provided in a separate annex. Alternatively, the requesting party must identify the specific document, or portion thereof, or other information for which confidential treatment is sought. IDA generally will not accept requests to treat all information submitted as confidential. Parties should take reasonable measures to minimise the amount of information for which they request confidential treatment.

11.7.1 Standards Governing Grant of Confidential Treatment

(a) IDA will grant a request for confidential treatment if the requesting party demonstrates, with reasonable specificity, that the information for which it requests confidential treatment contains commercially sensitive information (including information that is subject to a pre-existing non-disclosure agreement with a third party), or that the disclosure of the information would have a material adverse impact.

(b) IDA considers information to be commercially sensitive if:

(i) it is not otherwise available to the public; or

(ii) there is a reasonable possibility that its disclosure would cause harm to the party or otherwise provide a commercial benefit to the party's competitors.

For example, information that describes the disclosing party's business procedures, practices, plans or its assessment of market conditions or similar matters may be commercially sensitive.

11.7.2 Notification of Denial of Confidential Treatment

(a) If IDA rejects a request for confidential treatment, IDA will provide the party that submitted the information with the reason for its decision. Within 7 days from the date of IDA's rejection of the request for confidential treatment of information, the requesting party may either:

(i) request IDA in writing to return the information, in which case unless the information is otherwise generally available to the public, IDA will not consider this information in relation to the proceeding; or

(ii) withdraw in writing its request for confidential treatment of information, in which case IDA may consider, and where appropriate, disclose the information provided.

(b) If the requesting party fails to do either of the above within the specified period, IDA will deem the requesting party to have withdrawn its request for

confidential treatment of information, in which case IDA may consider, and where appropriate disclose, the information provided.

(c) IDA's decision not to grant confidential treatment does not excuse a party from complying fully with any obligation that it may have to provide complete and accurate information to IDA.

11.8 Consultation With Other Interested Parties

In addition to obtaining information directly from the parties to a proceeding under this Code, IDA may, where appropriate, conduct a public consultation to provide interested parties with an opportunity to comment on any proceeding. In those cases in which IDA do not conduct a public consultation, IDA may nonetheless request comments from individuals or entities where appropriate. IDA does not assume any obligation to consider any unsolicited comments.

11.9 Review of IDA's Decisions

In accordance with Section 69 of the Telecommunications Act, the following procedures govern the review of IDA's decisions:

11.9.1 Right to Review

(a) Any Licensee that is aggrieved by IDA's decision or direction under this Code, or any person (other than a Licensee) that is aggrieved by IDA's decision or direction made under Section 10 of this Code ("Aggrieved Person"), may, within 14 days of the day on which IDA renders its decision or issues a direction ("Specified Deadline"), either:

(i) request IDA to reconsider its decision or direction ("Reconsideration Request"); or

(ii) appeal to the Minister ("Appeal").

(b) Upon the expiry of the 14-day period specified in Sub-section 11.9.1 (*a*), IDA will notify all relevant parties in the event it receives a Reconsideration Request.

(c) No Licensee or Aggrieved Person may submit a Reconsideration Request to IDA, and appeal to the Minister, on the same decision or direction made by IDA. In such a case, the Appeal shall be deemed withdrawn and IDA will proceed to determine the Reconsideration Request.

(d) Where a Reconsideration Request has been made by any Licensee or Aggrieved Person to IDA, and an appeal arising from the same decision or direction has been made to the Minister by any other Licensee or Aggrieved Person, the Appeal shall be deemed withdrawn and IDA will proceed to determine the Reconsideration Request.

11.9.2 Procedures Governing Reconsideration Request

(a) Licensees and Aggrieved Persons are expected to present all relevant facts, and all relevant arguments, before IDA renders a decision or issues a

direction. A Licensee or an Aggrieved Person may not present new facts, or raise new arguments, for the first time in a Reconsideration Request if the Licensee or the Aggrieved Person:

(i) could have presented the fact, or raised the argument before IDA rendered its decision or issued its direction; and

(ii) cannot demonstrate that it had good cause for failing to do so.

(b) IDA generally will seek to issue its decision on the Reconsideration Request ("Decision on Reconsideration") within 30 days of the Specified Deadline. In appropriate cases, IDA may provide any interested party with an opportunity to file comments on the Reconsideration Request. In such cases, IDA will similarly provide the Licensee or the Aggrieved Person that filed the Reconsideration Request with an opportunity to submit a final written response to IDA. In such cases, IDA will seek to issue a decision within 30 days of receiving all comments.

11.9.3 Appeal of IDA Decision on Reconsideration

A Licensee or an Aggrieved Person may not ask IDA to reconsider a Decision on Reconsideration. However, within 14 days from the day on which IDA issues a Decision on Reconsideration, any aggrieved Licensee, or any Aggrieved Person (in the case where the Decision on Reconsideration concerns a decision or direction made by IDA under Section 10 of this Code), may appeal the Decision on Reconsideration to the Minister.

11.9.4 Compliance Pending Review

(a) Unless IDA provides otherwise, where a reconsideration request is made to IDA, the decision or direction which requires reconsideration by IDA shall be complied with until such time, if ever, as IDA or the Minister reverses or modifies the decision or direction.

(b) In considering whether to stay the effectiveness of a decision or direction pending review, IDA generally will consider factors including the merits of the Reconsideration Request or Appeal, whether the potential harm to any person outweighs the benefits of allowing the decision or direction to go into effect and public interest.

12. REVOCATION, SAVINGS AND TRANSITIONAL

12.1 Introduction

12.1.1 Application

All provisions in this Section apply to all Licensees.

12.1.2 Over-view

This Section sets out the savings provisions and transitional rules governing the implementation of the provisions of this Code.

12.2 Revocation

IDA issued the Code of Practice for Competition in the Provision of Telecommunication Services 2005 (G.N.No.S87/2005) ("**Code 2005**") on 18 February 2005. The Code 2005 was cancelled as of the date of issuance of the Code of Practice for Competition in the Provision of Telecommunication Services 2010 ("**Code 2010**"). In turn, the Code 2010 is hereby cancelled as of the date of issuance of this Code.

12.3 Savings Provision

Except as otherwise provided, and so far as it is not inconsistent with the provisions of this Code, any action, approval, decision, designation, direction, exemption and notification taken, granted, issued, made, published or approved by IDA in relation to any matter under the Code 2010 or the Code 2005, will continue in effect and will be deemed to have been taken, granted, issued, made, published or approved by IDA under the corresponding provisions of this Code.

12.4 General Transitional Rules

12.4.1 Status of Pre-Code Agreements

Any agreement for the purpose of physically connecting telecommunication networks, exchanging telecommunication traffic and/or providing related services entered into prior to the effective date of the Code 2010 or the Code 2005 (as the case may be) ("Pre-Code Agreement") will remain in force. To the extent that any Pre-Code Agreement provides that the parties will modify the Pre-Code Agreement if IDA adopts a new code, issues a direction or takes any action that alters the rights and obligations of the Licensees regarding the matters addressed by the Pre-Code Agreement, IDA intends that the adoption of this Code and the issuance of the accompanying direction to Licensees to comply with this Code, constitute the requisite action.

12.4.2 Contraventions Before the Effective Date of this Code

(a) Subject to Sub-section 12.4.3 of this Code, a person will not be found to be in

contravention of any provision of this Code in respect of any agreement entered into, or act or conduct that occurred, before the Effective Date of this Code. Rather, the person shall remain liable for any contravention under the Code 2010 or the Code 2005 (as the case may be) in respect of such agreement, act or conduct, as if the Code 2010 or the Code 2005 (as the case may be) had not been revoked. Any such enforcement action is subject to the time limitation set out in Sub-section 11.4.6 of the Code 2010 or Sub-section 11.4.6 of the Code 2005 (as the case may be). In this respect, any enforcement proceeding commenced before the Effective Date of this Code may be continued and completed under the provisions of the Code 2010 or the Code 2005 (as the case may be), as if the Code 2010 or the Code 2005 (as the case may be) had not been revoked. However, any right of reconsideration and appeal in relation to that proceeding shall be exercised, heard and determined under Sub-section 11.9 of this Code.

(b) Where the enforcement action is commenced after the Effective Date of this Code, the procedures set out in Sub-sections 11.4 through 11.9 (except Sub-section 11.4.6) of this Code shall apply to the enforcement action.

12.4.3 Application of this Code to Continuing Agreement, Act and Conduct

Subject to Sub-section 12.4.1 of this Code, any agreement entered into or act or conduct that occurred prior to the Effective Date of this Code, but which continues after the Effective Date of this Code, will be governed by the terms of this Code from the Effective Date of this Code. IDA will not take enforcement action against a person under the Code 2010 or the Code 2005 (as the case may be), and this Code for the same contravening agreement, act or conduct.

12.4.4 Uncompleted Proceedings under the Revoked Telecom Competition Codes

(a) Without prejudice to Sub-section 12.4.2 of this Code, any proceeding commenced before the Effective Date of this Code, but which remains uncompleted after the Effective Date of this Code, will be deemed to have been made under the corresponding provision of this Code and governed by this Code, provided that IDA is able to determine the proceeding in a manner that is consistent with the provisions of this Code. Where IDA is unable to determine a proceeding in a manner that is consistent with the provisions of this Code, IDA will notify the parties within 30 days from the Effective Date of this Code and the proceeding shall be deemed withdrawn by the parties. In such an event, the parties may initiate a new proceeding under the corresponding provision of this Code. Where necessary, IDA may issue directions to the parties of any uncompleted proceeding to specify additional transitional rules for the purpose of determining such proceeding under the corresponding provision of this Code.

(b) Where a proceeding commenced under the Code 2010 or the Code 2005 (as the case may be) has been completed before the Effective Date of this Code but any right of reconsideration and appeal is exercised after the Effective Date of this Code, such right of reconsideration and appeal in relation to that

proceeding shall be exercised, heard and determined under Sub-section 11.9 of this Code.

12.5 Specific Transitional Rules

12.5.1 Classification of Dominant Licensees and Exemptions from Special Provisions Applicable to Dominant Licensees

(a) IDA intends that every Dominant Licensee classification made under the Code 2010 or the Code 2005 (as the case may be) will continue to be in effect and deemed to have been made pursuant to the corresponding provision in this Code. However, where IDA considers it appropriate to do so, it may for the purpose of clarity and without affecting the validity of any existing classification, by notice on the IDA website (www.ida.gov.sg) or by any other means of publication as IDA considers appropriate, specify the Licensees that are classified as dominant.

(b) Except as otherwise provided, and so far as is not inconsistent with the provisions of this Code, IDA intends that every exemption granted to a Dominant Licensee under the Code 2010 or the Code 2005 (as the case may be) will continue to be in effect and deemed to have been granted in respect of, and constitute an exemption from, the corresponding provision in this Code. However, where IDA considers it appropriate to do so, it may for the purpose of clarity and without affecting the validity of any existing exemption, by notice on the IDA website (www.ida.gov.sg) or by any other means of publication as IDA considers appropriate, specify the corresponding provision of this Code from which a Dominant Licensee is exempted.

(c) For the avoidance of doubt, it will not be necessary for IDA to seek any comment, or initiate any process for Dominant Licensee classification or exemption, provided for in this Code prior to issuing any notification under this Sub-section.

12.5.2 Conforming of Restrictions under End User Service Agreements

Licensees must ensure that, within 90 days of the Effective Date of this Code, their End User Service Agreements entered into before the Effective Date of this Code comply with the requirements set out in Sub-sections 3.2 through 3.3.7 of this Code.

12.5.3 Tariff Obligations

12.5.3.1 Existing Effective Tariffs

All existing effective tariffs filed by any Dominant Licensee under the Code 2010 or the Code 2005 (as the case may be) will remain in effect until such time as the Dominant Licensee modifies or withdraws the tariff, or IDA directs the Dominant Licensee to modify or withdraw the tariff.

12.5.3.2 Obligation to Tariff Existing Services

Where a Dominant Licensee provides an existing Service for which it has not filed a tariff under the Code 2010 or the Code 2005 (as the case may be), but the Dominant Licensee is required to file a tariff under this Code, the Dominant Licensee must file a tariff for that Service in accordance with the procedures contained in Sub-section 4.4 of this Code within 90 days of the Effective Date of this Code, and comply with the tariff regime contained in Sub-sections 4.4 through 4.6 of this Code. For the avoidance of doubt, nothing in this Sub-section shall be construed as a waiver of IDA's right to take enforcement action against any Licensee for any breach of its obligation to file a tariff under the Code 2010 or the Code 2005 (as the case may be) or this Code for any Service for which it is under an obligation to file such tariff.

12.5.3.3 Obligation to Publish Tariffs

Within 90 days of the Effective Date of this Code, a Dominant Licensee must publish all existing tariffs that are in effect on its website. The information published must comply with the requirements of Sub-section 4.5 of this Code. Where IDA has directed the Dominant Licensee to review a tariff, the Dominant Licensee shall publish the tariff at such time as specified by IDA upon completion of the tariff review.

12.5.4 Interconnection Agreements

(a) Subject to Sub-sections 12.4.1 and 12.5.5 of this Code, all Interconnection Agreements entered into before the Effective Date of this Code based on the requirements of the Code 2010 or the Code 2005 (as the case may be) will continue in effect and will be deemed to have been approved by IDA under the corresponding provision of this Code.

(b) Non-dominant Licensees must ensure that their Interconnection Agreements entered into with other Non-dominant Licensees before the Effective Date of this Code, comply with the requirements set out in Sub-sections 5.4 through 5.4.8 of this Code, within 180 days from the Effective Date of this Code.

12.5.5 RIO and RIO-based Agreements

(a) Subject to the requirements of this Sub-section, in relation to a Dominant Licensee's RIO that has been approved by IDA based on the requirements of the Code 2010 or the Code 2005 (as the case may be), the RIO will continue in effect and will be deemed to have been approved by IDA under the corresponding provisions of the Code 2010 (as if it had not been revoked) or the Code 2005 (as the case may be) and this Code.

(b) Within 30 days from the Effective Date of this Code, the Dominant Licensee must submit to IDA for approval the proposed modifications to its RIO to conform to the requirements of this Code. In reviewing the proposed modifications, IDA will apply the procedures specified in Sub-

section 6.3.6 of this Code. Upon approval by IDA of the proposed modifications to the Dominant Licensee's RIO:

(i) pursuant to Sub-section 6.2.1 of this Code, IDA will issue a notice on the IDA website (www.ida.gov.sg) or by any other means of publication as IDA considers appropriate to specify a further 3-year period, commencing from the date of approval, for which the Dominant Licensee must offer the RIO to Requesting Licensees; and

(ii) as required by Sub-section 6.3.5 (*b*) (ii) of this Code, the modifications made to the Dominant Licensee's RIO must be incorporated into every Interconnection Agreement entered into with the Dominant Licensee by accepting its RIO. For this purpose, IDA may, where necessary, issue directions to the parties of these agreements to specify transitional provisions for the purpose of effecting any modification to their agreements to conform to the requirements of this Code.

APPENDIX 1

PRINCIPLES GOVERNING THE PRICING OF INTERCONNECTION RELATED SERVICES AND MANDATED WHOLESALE SERVICES

1. INTRODUCTION

This Appendix specifies the principles that a Dominant Licensee must use to develop the prices for Interconnection Related Services and Mandated Wholesale Services contained in its RIO.

2. CHARGING STANDARDS FOR INTERCONNECTION RELATED SERVICES

2.1 Cost Bases

2.1.1 Unless otherwise directed by IDA, a Dominant Licensee must use a Forward Looking Economic Cost ("FLEC") methodology to determine the costs of Interconnection Related Services.

2.1.2 FLEC are the prospective costs a Licensee would incur in producing a service using best-in-use technology and product practices. In establishing FLEC-based costs:

(a) capital assets employed in providing Interconnection Related Services must be valued at the current replacement cost of an asset with the same or better functionality; and

(b) costs incurred must reflect best-in-use technology and product practices based on that of an efficient network architecture, but may include "inefficiencies" that could only have been avoided in retrospect.

2.1.3 IDA may require Dominant Licensees to use other pricing methodologies, where appropriate. For example, IDA may use an alternative methodology to reflect added risk of investment.

2.2 Cost Standards

2.2.1 In any case in which IDA requires a Dominant Licensee to use a FLEC methodology to establish the cost of an Interconnection Related Service, the Dominant Licensee must use Long Run Average Incremental Cost ("LRAIC") for the computation of the price of that Interconnection Related Service.

2.2.2 LRAIC consists of all variable costs and those fixed costs that are directly attributable to the incremental change in the Interconnection Related Services and the share of indirect costs that are discernibly caused by the provision of those services.

2.3 Structure of Charges

2.3.1 In establishing Interconnection Related Services charges, a Dominant Licensee must ensure that the structure of charges mirrors the cost behaviour of Interconnection Related Services provision, where material. This means that

costs that behave differently must remain segregated in the charging structure and must be recovered differently.

2.3.2 Responsibility for Interconnection Related Services charges must be based on the principle of cost-causality. A Licensee will be responsible for the costs that the other Licensee incurs in order to provide Interconnection Related Services to it.

3. RESPONSIBILITY FOR BEARING INTERCONNECTION RELATED SERVICES CHARGES

3.1 Physical Interconnection, Unbundled Network Elements and Essential Support Facilities

3.1.1 A Dominant Licensee must comply with the following principles governing responsibilities for the bearing of charges in providing Physical Interconnection, Unbundled Network Elements and Essential Support Facilities in its RIO. A Dominant Licensee must offer to pay the initial costs of establishing a Point of Access ("POA"). The Dominant Licensee may recover the costs incurred in establishing a POA through the prices that it charges Requesting Licensees to which it provides Essential Support Facilities and Unbundled Network Elements. The Dominant Licensee may require Requesting Licensees to compensate it for the costs incurred in establishing and maintaining POAs, or in using facilities, based on relative use. The Dominant Licensee must allocate the costs based on the expected number of users and the duration of use. The Dominant Licensee must allocate costs equally for non-traffic-sensitive facilities. For traffic-sensitive facilities, the Dominant Licensee must allocate costs based on the number of connections, actual usage and capacity requested. Unless Facilities-based Licensees agree otherwise, each Facilities-based Licensee is responsible for the provision and maintenance of the transmission links on its "side" of the Point of Interconnection ("POI").

3.2 Origination/Transit/Termination Services

(a) Origination charges result from the costs of conveying the traffic generated by the originating Licensee's End User to the terminating Licensee's system, thereby enabling the originating Licensee's End User to use a service offered by the terminating Licensee's system or provided by a Services-based Licensee connected to the terminating Licensee's system. The origination charge then compensates the originating Licensee for the incremental cost of access.

(b) Termination charges result from the costs of conveying the traffic generated by the originating Licensee's End User to the terminating Licensee's system, enabling the End User or Services-based Licensee connected to the originating Licensee to establish one-way or interactive communication.

(c) A Dominant Licensee must comply with the following principles governing responsibilities for the bearing of charges in the provision of Origination, Transit and Termination services:

(i) Unless the parties agree otherwise, each Licensee is responsible for its

own costs in setting up a POI.

(ii) For fixed-to-fixed interconnection, origination and termination charges must be applied on a symmetrical basis.

(iii) Transit charges must be paid by the Licensee that originates the traffic, regardless of the payment flows between End Users and Licensees. A Dominant Licensee that acts as the transit Licensee need not be a party to the commercial negotiations between the interconnecting Licensees.

(iv) For fixed-mobile interconnection, the Dominant Licensee must pay such applicable charges in accordance with IDA's Mobile-Party-Pays and Fixed-Mobile Interconnection (MPP-FMI) Regime.

4. PRICING FOR MANDATED WHOLESALE SERVICES

4.1 At the time IDA directs a Dominant Licensee to offer a Mandated Wholesale Service, IDA will specify the basis on which the Dominant Licensee must set the price. Where appropriate, IDA may require the Dominant Licensee to provide the Mandated Wholesale Service:

(a) at cost-oriented rates (i.e. based on cost, which may include a reasonable profit to reflect the risk of investment);

(b) at retail-minus prices based on "avoidable cost" study, which determines the actual costs that the Dominant Licensee will avoid by providing the service on a wholesale, rather than retail basis; or

(c) at retail-minus prices based on a "proxy discount". In this case, IDA will direct the Dominant Licensee to set the price of the Mandated Wholesale Service at a specific discount (expressed as a percentage) below the price that the Dominant Licensee charges its retail customers for the service.

APPENDIX 2

SCHEDULE OF INTERCONNECTION RELATED SERVICES AND MANDATED WHOLESALE SERVICES

1. INTRODUCTION

1.1 This Schedule describes the terms and conditions on which a Dominant Facilities-based Licensee must offer to provide certain key Interconnection Related Services and Mandated Wholesale Services to Facilities-based Licensees and Services-based Licensees that use switching or routing equipment to provide Services to the public. The Dominant Facilities-based Licensee must include these terms and conditions in its RIO.

1.2 In this Schedule:

(a) "Dominant Licensee" means a Facilities-based Licensee that IDA has classified as dominant; and

(b) "Licensee'' means a Facilities-based Licensee or a Services-based Licensee that uses switching or routing equipment to provide Services to the public.

1.3 A Dominant Licensee must offer to provide all categories of Interconnection Related Services and Mandated Wholesale Services to Facilities-based Licensees. The Dominant Licensee need only offer to provide specified categories of Interconnection Related Services to Services-based Licensees. The Dominant Licensee must offer the same prices, terms and conditions for such services to all Licensees.

1.4 The terms and conditions specified in this Schedule will remain effective until reviewed and revised by IDA.

1.5 As part of its review, IDA will determine whether to:

(a) require Dominant Licensees to continue to comply with any or all of the requirements specified in this Schedule;

(b) require Dominant Licensees to continue to offer Interconnection Related Services and Mandated Wholesale Services, but allow the Dominant Licensees to set the prices within specified price floors and/or ceilings;

(c) require Dominant Licensees to continue to offer Interconnection Related Services and Mandated Wholesale Services, without specifying price floors or ceilings; or

(d) otherwise add to, modify or eliminate the requirements specified in this Schedule, or take any other appropriate action.

1.6 IDA reserves the right to review and add to, modify or eliminate the applicable requirements specified in this Schedule at any time.

2. SERVICES THAT MUST BE OFFERED UNDER THE RIO

2.1 The RIO must specify the prices, terms and conditions on which the Dominant Licensee will provide:

(a) the following Interconnection Related Services:

(i) Physical and Logical Interconnection;

(ii) Origination, Transit and Termination;

(iii) Essential Support Facilities;

(iv) Unbundled Network Elements;

(v) Unbundled Network Services; and

(b) Mandated Wholesale Services.

3 PHYSICAL AND LOGICAL INTERCONNECTION

3.1 A Dominant Licensee must offer to allow Facilities-based and Services-based Licensees to physically and logically interconnect their respective networks with the Dominant Licensee's network for the purpose of exchanging telecommunication traffic.

3.2 The RIO must specify the prices, terms and conditions on which the Dominant Licensee will allow interconnection to occur. These must include:

(a) a list and description of the physical locations at which a Requesting Licensee may physically and logically interconnect with the Dominant Licensee's network and the means by which interconnection may be achieved; and

(b) a description of the physical and logical interfaces to the Dominant Licensee's network that are necessary to allow physical and logical interconnection and the procedures to be used if the Dominant Licensee chooses to alter those interfaces.

3.3 Subject to Sub-paragraph 3.4 below, a Dominant Licensee must offer to allow interconnection to occur at any technically feasible point. At a minimum, a Dominant Licensee must offer to allow interconnection to occur at the following Points of Interconnection ("POI"):

(a) Interconnect gateway switches ("IGS"); and

(b) Local switches (line side and trunk side).

3.4 A Dominant Licensee need only interconnect with a Services-based Licensee on a virtual (distant) basis. In a virtual (distant) interconnection arrangement, the network nodes are not located at the same site. In this arrangement, the Services-based Licensee may obtain the transmission link between the 2 nodes from either the Dominant Licensee or any other Facilities-based Licensee.

3.5 The transmission links used for interconnection must connect at mutually agreed points and support applicable technical standards and transmission protocols. Unless the Dominant and Requesting Licensee agree otherwise, the Dominant and Requesting Licensee will each be responsible for the provision and maintenance of the link on its "side" of the POI.

3.6 A Dominant Licensee must provide, and may require the Requesting Licensee to provide, reasonable capacity to meet forecast traffic flow.

3.7 A Dominant Licensee must provide all relevant signalling plans, including the technical specifications, interconnection test plans and the corresponding test schedules, to any Requesting Licensee.

4 ORIGINATION/TRANSIT/TERMINATION

4.1 Origination, transit and termination ("O/T/T") services involve the switching, routing and/or transmission of telecommunication traffic between Licensees. O/T/T services allow traffic originating from one Licensee's network to terminate on or transit through another Licensee's network. A Dominant Licensee must offer to provide O/T/T services to Facilities-based and Services-based Licensees.

4.2 The RIO must specify the prices, terms and conditions on which the Dominant Licensee will provide O/T/T services. In particular, the RIO must contain:

(a) a list and description of all the O/T/T services to be provided; and

(b) the prices, terms and conditions on which the Dominant Licensee and the Requesting Licensee will be compensated for such services.

4.3 The Dominant Licensee need only offer to provide transit services between Licensees interconnected to the Dominant Licensee's IGS. The Dominant Licensee need not offer to route transit traffic between the IGS and a local switch. In the case of transit traffic, the Dominant Licensee may require the Licensee originating the call to pay the Dominant Licensee for the cost of transit, irrespective of the type of traffic and payment between the End Users and the Licensees that are using the transit service.

4.4 At a minimum, the Dominant Licensee must provide the following O/T/T services:

(a) Line side (local exchange) origination;

(b) Line side (local exchange) termination;

(c) Trunk side (local exchange) origination;

(d) Trunk side (local exchange) termination;

(e) IGS origination;

(f) IGS termination; and

(g) IGS transit.

5 ESSENTIAL SUPPORT FACILITIES

5.1 Essential Support Facilities ("ESF") are passive support structures, for which no practical or viable alternatives exist, that enable the deployment of telecommunication infrastructure. A Dominant Licensee must offer to provide ESF to Facilities-based Licensees.

5.2 The RIO must specify the prices, terms and conditions on which the Dominant Licensee will provide ESF. In particular, the RIO must contain:

(a) the prices, terms and conditions on which a Facilities-based Licensee can physically co-locate and access its equipment within the Dominant Licensee's network, including:

(i) the locations at which physical co-location is available;

(ii) any reasonable restrictions or procedures that the Dominant Licensee intends to impose due to space, safety or security concerns; and

(iii) the situations in which virtual (distant) co-location will be required.

(b) the prices, terms and conditions on which the Dominant Licensee will provide Facilities-based Licensees with access to and the use of lead-in ducts and lead-in manholes.

5.3 Co-Location

5.3.1 A Dominant Licensee must offer to allow Facilities-based Licensees to co-locate equipment at any technically feasible location within its network. In particular, the Dominant Licensee must allow co-location at the following facilities (when controlled by the Dominant Licensee):

(a) Exchange buildings housing tandem, local, interconnection and international switches and facilities;

(b) Telecommunication equipment rooms located in commercial buildings;

(c) Telecommunication equipment rooms located in residential buildings;

(d) Submarine cable landing stations; and

(e) Roof spaces.

5.3.2 A Dominant Licensee must offer to provide equipment space, power, security and site maintenance at each co-location site.

5.3.3 A Dominant Licensee may decline to provide co-location space in any currently unused network location if it can demonstrate that, as a result of its reasonably projected growth, the Dominant Licensee will use that space to locate equipment used to provide its own Service.

5.3.4 In cases where the Dominant Licensee cannot offer physical co-location due to space limitations or any other legitimate reasons, the Dominant Licensee must take reasonable measures to find an alternative solution. An alternative solution may include options such as virtual co-location, conditioning additional equipment space, optimising the use of existing space or finding adjacent space. The Dominant Licensee is not required to offer to construct additional buildings to accommodate co-location requests.

5.3.5 A Dominant Licensee must not restrict the type of equipment co-located so long as it is telecommunication equipment of a type customarily located in a telecommunication operator's exchange building or other network locations. However, this space cannot be used for the co-location of a specific End User's equipment (e.g., a PABX) or general purpose computing equipment that is not required for operation or management of the co-located equipment (e.g., a billing system). The equipment footprint space made available by the Dominant Licensee to each Facilities-based Licensee at each exchange building or submarine cable landing station must be no less than 1 square metre and no more than 10 square metres, provided that where a Facilities-based Licensee reasonably requests for footprint space exceeding 10 square metres, the Dominant Licensee must grant the request unless the Dominant Licensee can demonstrate that the use of more than 10 square metres of footprint space will preclude other Facilities-based Licensees from placing permitted equipment in a given exchange building or submarine cable

landing station.

5.3.6 A Dominant Licensee must take all reasonable measures to reduce the costs to be assumed by the Facilities-based Licensees. In particular, the Dominant Licensee may not require the use of co-location cages or equivalent structures or impose any unnecessary or excessive minimum space requirements. The Dominant Licensee must incur the cost of preparing co-location space, which it can recover through non-discriminatory, pro-rata prices to be paid by the Facilities-based Licensees.

5.3.7 A Dominant Licensee must offer Facilities-based Licensees access to their co-located equipment on a 7-days-a-week, 24-hours-a-day basis. The Dominant Licensee can require reasonable security precautions. These can include escorted access, provided the escort is available 7 days a week, 24 hours a day. The Dominant Licensee must make escort available on the following basis:

(a) for service-affecting emergencies, within 1 hour of notification;

(b) for non-service affecting emergencies, within 4 hours of notification; and

(c) in all other cases, within 24 hours of notification.

5.4 Lead-in ducts and lead-in manholes

5.4.1 Lead-in ducts and lead-in manholes are ESF that house the telecommunication transmission cables (e.g. copper, coaxial and fibre cables) that connect to buildings.

5.4.2 A Dominant Licensee must offer to lease the lead-in ducts and lead-in manholes to Facilities-based Licensees for the purpose of placing their own telecommunication transmission cables. The Dominant Licensee must maintain the lead-in ducts and lead-in manholes, and also be responsible for any right of way fees payable, where applicable.

6 UNBUNDLED NETWORK ELEMENTS

6.1 Unbundled network elements ("UNE") are physical telecommunication plant and equipment and the associated service functionality that Facilities-based Licensees need to have access to in order to provide a competing Service. IDA will find that telecommunication plant or equipment are UNE if they:

(a) are technically or operationally required to provide a competing Service; and

(b) cannot be replicated, or obtained from a source other than the Dominant Licensee, at commercially reasonable rates.

A Dominant Licensee must offer to provide UNE to Facilities-based Licensees.

6.2 The RIO must contain the prices, terms and conditions on which the Dominant Licensee will offer to provide UNE, including:

(a) a list and description of the UNE to be provided;

(b) any modification that the Dominant Licensee is prepared to make; and

(c) the extent to which the Dominant Licensee is prepared to combine individual elements.

6.3 A Dominant Licensee may not place any restriction on a Facilities-based Licensee as to the End Users or Licensees to which any Service provided using the UNE may

be offered. For example, a Facilities-based Licensee can lease copper local loop for the provision of Digital Subscriber Line (‘‘DSL’’) services, for resale to other Facilities-based or Services-based Licensees.

6.4 At a minimum, a Dominant Licensee must offer to provide the following UNE:

(a) Local loops;

(b) Sub-loops;

(c) Line sharing; and

(d) Distribution frame access.

6.5 A Dominant Licensee must also offer to provide Facilities-based Licensees with access to UNE at the following points of access (“POA”) in its exchange MDF, building MDF and outdoor cabinets (if controlled by the Dominant Licensee):

(a) Distribution frames;

(b) Fibre distribution frames; and

(c) Digital cross connect frames.

6.6 Local loops — including loop feeder, loop distribution, distribution point, and inside wiring (where applicable)

6.6.1 A Dominant Licensee must provision the loops in a timely and non-discriminatory manner, and must take all feasible actions to provision loops that are suitable for digital signal transmission. The Dominant Licensee will retain responsibility for the maintenance and administration of the loops.

6.6.2 A Dominant Licensee must provide loops that are of the same quality and are capable of supporting the same transmission characteristics as those it supplies to its own End Users. The Dominant Licensee must also provide maintenance and repair services on the unbundled loops that are equivalent to the services it would provide to itself on loops serving its own End Users.

6.6.3 To maintain the integrity of the loop and associated equipment, a Dominant Licensee may retain responsibility for performing the necessary cross-connections and circuit-grooming activities required at the distribution frames to connect the Facilities-based Licensee’s equipment to each loop provided. However, the Dominant Licensee must not use this authority in a manner that restricts supply. If the Dominant Licensee performs these functions, it must recover the cost through the loop prices.

6.6.4 Where the Facilities-based Licensee plans to use the loop to provide a DSL type service, the loop performance should be typical of those used by the Dominant Licensee for its own DSL services. This requires the Dominant Licensee to ‘‘condition’’ a loop pair. Typically, this will require the Dominant Licensee to remove any impediments to DSL service (such as bridge taps and loading coils) and to choose a pair that is unlikely to suffer from interference caused by other DSL services. In so far as the Dominant Licensee uses loops for its own DSL services, the Dominant Licensee must supply loops to other Facilities-based Licensees for DSL that perform at a level equivalent to the loops the Dominant Licensee uses for its own DSL services.

6.7 Sub-loops — loop feeder or loop distribution, distribution point and inside wiring (where applicable)

A Dominant Licensee must also offer to provide sub-loops and the associated distribution points to Facilities-based Licensees on the same terms and conditions as loops.

6.8 Line sharing (loop spectrum) — loop feeder, and/or loop distribution, distribution point and inside wiring (where applicable)

6.8.1 A Dominant Licensee must offer to provide Facilities-based Licensees with line sharing (loop spectrum). The Dominant Licensee must provide a DSL-capable loop (in the same manner as described in Sub-paragraph 6.6.4 above). The Dominant Licensee must offer to allow each Facilities-based Licensee to attach its own transmission equipment.

6.8.2 A Dominant Licensee must provide timely information to Facilities-based Licensees to assist their deployment of DSL services. The information will be the same as that provided to its own operations in order to assess the capability of providing DSL on a loop.

6.8.3 Facilities-based Licensees must adhere to a spectrum management and deployment plan, which the Dominant Licensee must include in its RIO. The plan must be no more restrictive than necessary to minimise cross-talk and to ensure the integrity of the voice network.

6.9 Distribution frame access — exchange MDF, building MDF and outdoor cabinets

6.9.1 A Dominant Licensee must offer to provide Facilities-based Licensees with access to its distribution frames in order to allow the Facilities-based Licensees to place the terminal blocks and cabling required to cross-connect loops to the Facilities-based Licensee's equipment.

6.9.2 A Dominant Licensee must offer to provide Facilities-based Licensees with pins on the Dominant Licensee's distribution frames for the purposes of connecting their cables. The Dominant Licensee must develop a reasonable process for allocating pins to Facilities-based Licensees and for updating plant records. Where physical space is available, the Dominant Licensee must offer to construct additional distribution frame capacity to meet requests for access. The Dominant Licensee must detail the process for allocating pins in its RIO.

7 UNBUNDLED NETWORK SERVICES

7.1 Unbundled network services ("UNS") are telecommunication network services that Facilities-based and Services-based Licensees need to have cost-based access to in order to provide a competing Service. IDA will find that telecommunication network services are UNS if the services:

(a) are technically or operationally required to provide a competing Service; and

(b) cannot be self-provisioned, or obtained from a source other than the Dominant

Licensee, at commercially reasonable rates.

Dominant Licensees must offer to provide all UNS to Facilities-based Licensees, but only need offer to provide specified UNS to Services-based Licensees.

7.2 The RIO must contain the prices, terms and conditions on which the Dominant Licensee will offer to provide UNS, including:

(a) a list and description of the UNS to be provided;

(b) any modification that the Dominant Licensee is prepared to make; and

(c) the extent to which the Dominant Licensee is prepared to combine individual elements.

7.3 A Dominant Licensee must, at minimum, offer to provide the following UNS to Services-based Licensees:

(a) Emergency services (as stipulated in Sub-paragraph 7.5 below).

7.4 A Dominant Licensee must offer to provide the following UNS to Facilities-based Licensees:

(a) Emergency services (as stipulated in Sub-paragraph 7.5 below);
(b) Connection services at submarine cable landing stations (as stipulated in Sub-paragraph 7.6 below); and
(c) Tail local leased circuits (as stipulated in Sub-paragraph 7.7 below).

7.5 Emergency Services

A Dominant Licensee must offer to provide Facilities-based and Services-based Licensees with access to emergency services call centres and the ability to add local telephone location data to the emergency services database.

7.6 Connection services at submarine cable landing stations

7.6.1 A Dominant Licensee must offer to provide services at its submarine cable landing stations to Facilities-based Licensees in order for them to connect and access capacity on any submarine cable system that lands at those stations.

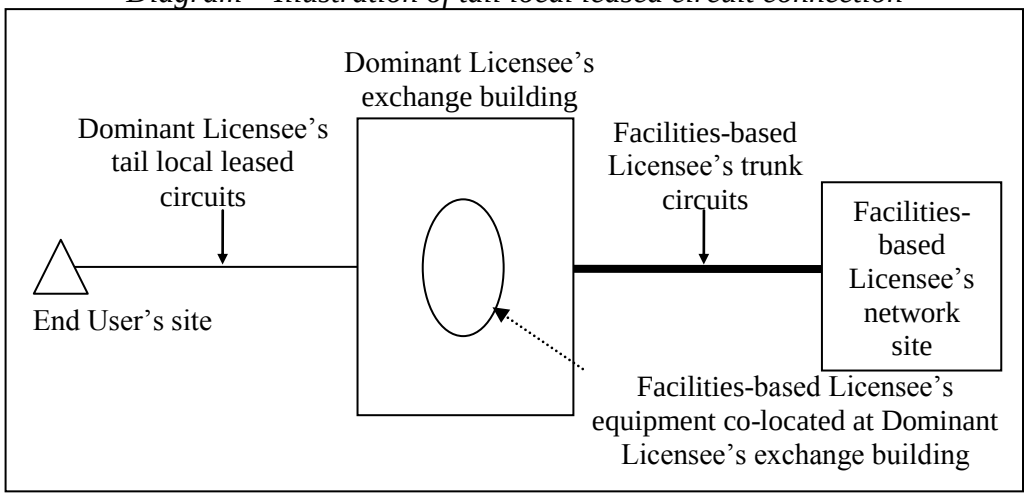
7.6.2 A Dominant Licensee must offer to provide Facilities-based Licensees with access to connection services at the following POA (when controlled by the Dominant Licensee):

(a) Digital or fibre distribution frames; and
(b) Digital cross-connect frames.

7.7 Tail local leased circuits

7.7.1 A Dominant Licensee must offer to allow a Facilities-based Licensee to obtain tail local leased circuits between an End User's site to the exchange building controlled by the Dominant Licensee nearest to and serving the End User's site (please see illustration in Diagram below), in accordance with Sub-paragraphs 7.7.2 to 7.7.6. The Dominant Licensee must not prevent a Facilities-based Licensee from reselling the tail local leased circuits to other Licensees for the purpose of enabling the other Licensees to connect to End Users' sites.

Diagram – Illustration of tail local leased circuit connection



7.7.2 Tail local leased circuits shall be offered with effect from the following dates:

(a) in relation to tail local leased circuits terminating at an End User's site located within the CBD proxy-region, with effect from 15th April 2006; and

(b) in relation to all other tail local leased circuits, with effect from 15th October 2006.

7.7.3 In Sub-paragraph 7.7.2 above, "CBD proxy-region" means the area within the Central Business District containing the locations where the Dominant Licensee, as of 20th July 2004, offers retail local leased circuits pursuant to its retail tariff for local leased circuits in the Central Business District area, as approved by IDA. The Dominant Licensee must provide clear and sufficient information, including boundaries of the CBD proxy-region, to enable Facilities-based Licensees to ascertain the CBD proxy-region.

7.7.4 Tail local leased circuits shall be offered at the following bandwidths:

(a) 64 Kbps;

(b) 128 Kbps;

(c) 192 Kbps;

(d) 256 Kbps;

(e) 384 Kbps;

(f) 512 Kbps;

(g) 768 Kbps;

(h) 1024 Kbps;

(i) 1536 Kbps;

(j) 1984 Kbps;

(k) 2 Mbps;

(l) 45 Mbps; and

(m) 155 Mbps.

7.7.5 In offering to allow a Facilities-based Licensee to obtain tail local leased circuits, the Dominant Licensee must also offer to provide co-location space at the exchange building in accordance with Sub-paragraph 5.3.1 above for the purpose of enabling the Facilities-based Licensee to access the tail local leased circuits served by that exchange building. Should the Dominant Licensee be unable to offer co-location space at the exchange building due to actual space constraints or technical or operational considerations, the Dominant Licensee must allow virtual (distance) co-location in accordance with Sub-paragraph 5.3.4 above.

7.7.6 Tail local leased circuits shall be –

(a) offered to Facilities-based Licensees in a timely and non-discriminatory manner, and

(b) of the same quality and capable of supporting the same transmission characteristics as tail local leased circuits that the Dominant Licensee supplies to its End Users.

The Dominant Licensee will retain responsibility for the maintenance and administration of the tail local leased circuits. The Dominant Licensee must provide to Facilities-based Licensees maintenance and repair services on the tail local leased circuits that are equivalent to the services that it provides to its End Users. To maintain the integrity of the tail local leased circuits and associated equipment, a Dominant Licensee may retain responsibility for performing the necessary cross-connections required to connect the Facilities-based Licensee's equipment to each tail local leased circuit provided.

8 MANDATED WHOLESALE SERVICES

8.1 Mandated Wholesale Services are services that IDA finds are:

(a) necessary inputs for the provision of competitive Services in Singapore; and

(b) sufficiently costly or difficult to provide in that requiring other Licensees to do so would create a significant barrier to the provision of competitive Services in Singapore by an efficient Licensee.

A Dominant Licensee must offer to provide Mandated Wholesale Services to Facilities-based Licensees.

8.2 The RIO must specify the prices, terms and conditions on which the Dominant Licensee will offer to provide Mandated Wholesale Services (where specified by IDA).

8.3 A Dominant Licensee must offer to provide the following Mandated Wholesale Services:

(a) **[Intentionally left blank]**