



**SINGAPORE POST LIMITED**

**FINAL RO:  
REVISIONS MADE BY SINGPOST ON 15  
SEPTEMBER 2008 ARE SET OUT IN RED TEXT**

**SUBMISSION TO  
THE INFOCOMM DEVELOPMENT AUTHORITY OF SINGAPORE ("IDA")**

**PROPOSED REFERENCE OFFER  
FOR  
LICENSEES**

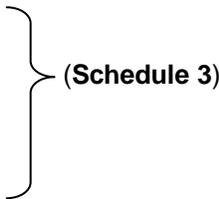
**THIS REFERENCE OFFER IS**

**MADE BY: SINGAPORE POST LIMITED**, a company with company registration number 199201623M, incorporated under the laws of the Republic of Singapore and having its registered office at 10 Eunos Road 8, Singapore Post Centre, Singapore 408600 (hereinafter “**SingPost**” which expression shall include its successors and assigns)

**ON: [DATE]**

**PURSUANT TO:** Section 1.4 of the Postal Services Operations Code 2008.

**WHEREAS:**

- A. The Info-communication Development Authority of Singapore (“**the Authority**”) has published a Postal Services Operations Code 2008 (“**Operations Code**”).
- B. Section 1.4 of the Operations Code requires SingPost as the Dominant Licensee to submit a proposed Reference Offer (“**RO**”) to the Authority for approval. This RO was submitted on **[DATE]** and approved by the Authority on **[DATE]**.
- C. This RO specifies the applicable prices, terms and conditions on which SingPost will offer:
  - a) To share postal code information under section 3 of the Operations Code (**Schedule 1 and 1A**);
  - b) To establish reciprocal arrangements with other Licensees to address the requirements specified in Sections 4 to 8 of the Operations Code as follows:
    - (i) Letter Redirection Services (**Schedule 2**);
    - (ii) Handling of Misdirected Letters;
    - (iii) Handling of Mispasted Letters;
    - (iv) Handling of Miscollected Letters;
    - (v) Handling of Misdelayed Letters. (**Schedule 3**)
  - c) **Miscellaneous Charges (Annex 1)**

**THIS REFERENCE OFFER IS MADE ON THE FOLLOWING TERMS, CONDITIONS AND STIPULATIONS:-**

## 1 DEFINITIONS

1.1 In this Reference Offer (“RO”), the following words and expressions shall have the following meanings, except where the context otherwise requires:

Annual Report	means a periodical published usually on a yearly or half-yearly basis by a company to inform its shareholders, of management, operational and/or financial performance of the company or its related corporate entities;
Authority	means in relation to SingPost, the Info-communications Development Authority of Singapore established and constituted under the Info-communications Development Authority of Singapore Act (Cap. 137A) of Singapore, or any governmental or regulatory body which has the responsibility of supervising and/or regulating the postal industry in Singapore and its licensees thereunder;
Basic Letter	means a Letter, other than a Direct Mail or an Express Letter, of up to 500 grammes in weight;
Basic Letter Service	means a Postal Service for the conveyance of Basic Letters:
Book	means a written or printed work with pages bound along one side including (but not limited to) a work intended for publication and a bound set of blank sheets for writing or drawing in;
Catalogue	means a catalogue of goods, services or other items which invite purchase from its recipients;
Charges	means the Postage or other monetary value imposed for the provision of the requirements as provided in the Postal Services Act (Chapter 237A) and Postal Services Operations Code 2008, which includes any other processing fee and/or applicable taxes thereon;
Direct Mail	means a Letter consisting solely of advertising, marketing or publicity material and comprising an identical message (except for the addressee's name, address and identifying number and other modifications which do not alter the nature of the message) which is sent to more than one addressee, to be conveyed and delivered at the address indicated by the sender on the Letter itself or on its wrapping;
Disclosing Party	means the Party who discloses Confidential Information to the Receiving Party;
Express Letter	has the same meaning as in regulation 2 of the Postal Services (Class License) Regulations 2005 (G.N. No S 481/2005);
GST	means prevailing tax imposed under the Goods and Services Tax Act (Cap.117A) (the “GST Act”);
Identifier Mark	means such mark, number or other identifiers unique to each Licensee as may be applied by each Licensee and approved by IDA from time to time;
Letter Redirection Service	means a service provided by SingPost which allows a Recipient who has moved to a new address to continue to receive Basic

(“**Redirection Service**”) Letters bearing the previous address, for a period of time as subscribed;

Letter Redirection Information (“ <b>Redirection Information</b> ”)	means the redirected address of any Recipient who has requested for the Letter Redirection Service and who has granted consent to SingPost to share this information with other Licensees who request for it;
Licensee	means any entity to which the Authority has granted a licence under section 6 of the Postal Services Act (Chapter 237A) for the provision of a Basic Letter Service;
Miscollected Letters	means Basic Letters which have been collected in error by a Licensee which is not the intended Licensee;
Misdelivered Letters	means Basic Letters which are delivered to the wrong address by a Licensee;
Misdirected Letters	means Basic Letters which have been conveyed in error by a Licensee or an overseas postal operator to the wrong delivering Licensee;
Mispasted Letters	means Basic Letters which due to a Sender error have entered the postal facility of a Licensee other than the intended Licensee;
Newspaper	includes a newspaper as defined in the Newspaper and Printing Presses Act (Cap.206), which reads "any publication containing news, intelligence, reports of occurrences, or any remarks, observations or comments, in relation to such news, intelligences, reports of occurrences, or to any other matter of public interest, printed in any language and published for sale or free distribution at regular intervals or otherwise, but does not include any publication published by or for the government;
Party	means either SingPost or the Licensee as the case may be and “Parties” shall mean SingPost and the Requesting Licensees collectively;
Periodical	means a magazine or similar periodical published at regular intervals;
Postage	means the amount payable by the Licensee to SingPost in respect of the total amount of Basic Letters that are processed by SingPost due to the Basic Letter being Misdirected or Mispasted for the conveyance and delivery by SingPost to the relevant addresses and whose amount shall be advised to the Licensee on each occasion the Mail is being Misdirected, or Mispasted;
Postal Code	means an unique numeric code allocated by a Postal Code System established, administered and maintained by SingPost to identify every building or house in Singapore;
Postal Code Database	means the data related to the Postal Code;
Receiving Party	means the Party who receives Confidential Information from the Disclosing Party;
Recipient	in relation to a Letter, means a party who is the addressee of the Basic Letter;

Redirection Unit	means SingPost's unit that maintains the Redirection Information database;
Returned Letter Unit ("RLU")	means SingPost's Returned Letter Unit located at 10 Eunos Road 8, #03-32 Singapore Post Centre, Singapore 408600 or any other location as may be specified by SingPost from time to time;
Sender	in relation to a Letter, means a party whose communication it originates from;
Working Day	means any day Monday through Friday, except public holidays.

**In this RO, unless the contrary intention appears:**

- a) A reference to this RO or another instrument includes any variation or replacement of any of them;
- b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c) The singular includes the plural and vice versa;
- d) The word "person" includes a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- e) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- f) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- g) A reference to a time is a reference to Singapore time;
- h) A reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- i) The words "including", "for example" or "such as" are not used as, or to be interpreted as a word of limitation, and do not limit the meaning of the words to which the example relates to that example or example of a similar kind; and
- j) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Code or any part of it.

1.2 Headings are inserted for convenience and do not affect the interpretation of this RO.

## **2 SCOPE**

2.1 This RO covers Basic Letters of up to 500 grammes.

2.2 All registered articles, insured articles, Direct Mail, Periodicals, Annual Reports, Catalogues, Books and Newspaper are excluded.

### **3 VARIATIONS**

- 3.1 This RO will be automatically amended in accordance with any amendments required by the Authority from time to time and the Licensee shall be bound to observe and comply with the terms and conditions herein and any such amendments thereof.
- 3.2 Except as otherwise provided for in section 1.5 of the Operations Code, this RO will also be automatically amended in accordance with any variations which are notified by SingPost to the Authority. Following the receipt of written approval from the Authority, the Licensee shall be bound to observe and comply with the terms and conditions herein and any such amendments thereof.
- 3.3 This RO may be varied where mutually agreed between the Parties, which, subject to the approval of the Authority.**

### **4 LIMITATION OF LIABILITY**

- 4.1 To the extent permitted by law, neither Party shall be liable to the other Party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the other Party in connection with this RO whether during or after the term of this RO. For the purposes of this RO, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.
- 4.2 Neither Party shall be in breach of this RO, and shall not be liable to the other for its failure to perform its obligations under this RO if, and to the extent that, such failure results from the other Party failing to perform any of its obligations under this RO.
- 4.3 SingPost shall not be liable for all claims for libel, slander or infringement of copyright arising from the material transmitted or received in connection with the services set out in the Schedules herein and all other claims arising out of any act or omission of the Licensee in connection with the services set out in the Schedules herein. In the event of any such claim, the Licensee shall indemnify and keep indemnified SingPost in full in respect of such claim.
- 4.4 For the avoidance of doubt, SingPost shall not be liable in respect of any injury, loss or damage suffered by any person for any reason pursuant to the statutory exclusion of liability of public postal licensees provided for in Section 57 of the Postal Services Act (Cap. 237A).
- 4.5 Nothing in this RO in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party.

### **5 INDEMNITY**

- 5.1 Each Party (Indemnifying Party) shall indemnify and keep indemnified the other Party (Indemnified Party) against any claim, action, suit or proceeding brought or threatened to be brought against the Indemnified Party by a third party, or any losses or damages which the Indemnified Party suffers or incurs as a result of or in connection with any claim by a third party, which arises out of any act, omission or default (whether or not negligently) of any of the Indemnifying Party's obligations under this RO.**

### **6 FORCE MAJEURE**

- 6.1 Neither SingPost nor the Licensee shall be liable for any loss or damage arising from its failure to perform any of its obligations under this RO if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood or any other act of God, provided always that the Licensee will remain liable for all Charges due and payable to SingPost **for all Services already rendered in accordance with this RO prior to the occurrence of the foregoing events.**

## **7 CHARGES AND PAYMENT**

- 7.1 All Charges referred to in this RO are inclusive of GST unless the contrary is expressly stated. Where all or any part of the Charges are expressly stated to be exclusive of GST, GST shall be payable, where applicable, to all or such part of the Charges hereunder.
- 7.2 All Charges shall be payable by cheque, banker's draft, cashier's order or electronic transfer.
- 7.3 The Charges will vary as a result of an approval, order, direction, determination or requirement by IDA.
- 7.4 SingPost will impose an administrative fee of Singapore Dollars Thirty-Two and Cents Ten (S\$32.10), for each cheque presented for payment that is dishonoured.
- 7.5 The Licensee shall promptly pay on demand all Charges shown in SingPost's invoice. In the event of any dispute as to the amount stated in the invoice, the Licensee shall settle the amount that is not in dispute in accordance with the payment terms pending the resolution of any dispute.
- 7.6 In the event the Licensee requires SingPost to present its invoices or to allow payment of its invoices via electronic means, the Licensee shall bear all charges incurred, including all third party charges.
- 7.7 If the Licensee fails to make payment to SingPost on the due date, without prejudice to any other right or remedy available to SingPost, SingPost shall be entitled to charge interest on the unpaid amount at the rate of twelve per cent (12%) per annum from the due date of the invoice till the receipt of the overdue payment and suspend the provision of the obligations under this RO until the payment is made.
- 7.8 Invoices are due and payable in Singapore Dollars.
- 7.9 For settlement of accounts by interbank GIRO, the Licensee shall:
- a) Fulfill all conditions stated in the application form for interbank GIRO;
  - b) Be fully responsible for ensuring that there are sufficient funds in the Licensee's bank account for the GIRO deduction. If the GIRO deduction is not successful regardless of whatever reasons and in the event that any invoice remains unpaid after becoming due, SingPost shall be entitled to charge interest on the unpaid Charges at the rate of twelve per cent (12%) per annum from the due date of the invoice till the receipt of the overdue payment; and
  - c) Pay an administrative fee of Singapore Dollars Five and Cents Thirty-Five (S\$5.35) each time a GIRO deduction is unsuccessful, regardless of the reasons. **(Refer to Annex 1 for a summary list of the charges.)**

## 8 NOTICES

- 8.1 All notices, demands or other communications required or permitted to be given or made under or in connection with this RO shall be in writing and shall be sufficiently given or made (i) if delivered by hand or (ii) sent by pre-paid registered post or (iii) sent by legible facsimile transmission (provided that the receipt of such facsimile transmission is confirmed and a copy thereof is sent immediately thereafter by pre-paid registered post) addressed to the intended recipient at its address or facsimile number set out below. Either Party may from time to time notify the other Party of its change of address or facsimile number in accordance with this clause.

The Licensee:

**[please insert name]**

**[please insert address]**

Tel: **[please insert]**

Fax: **[please insert]**

SingPost:

**Account Director**

**Mail Business Division**

10 Eunos Road 8

Singapore Post Centre #05-37

Tel: 6845 6811

Fax: 6841 4653

- 8.2 Any such notice, demand, court process or communication shall be deemed to have been duly served if it is (i) delivered by hand or sent by pre-paid registered post, at the time of delivery; or (ii) if made by successfully transmitted facsimile transmission, at the time of dispatch (provided that the receipt of such facsimile transmission is confirmed and that immediately after such dispatch, a copy thereof is sent by pre-paid registered post).

- 8.3 Each Party must designate a primary and secondary contact person at an operational level for the purposes of general administration and implementation of this RO.**

**Licensee Primary Contact:**

**Name: [please insert]**

**Telephone: [please insert]**

**Fax: [please insert]**

**Email: [please insert]**

**Licensee Secondary Contact:**

**Name: [please insert]**

**Telephone: [please insert]**

**Fax: [please insert]**

**Email: [please insert]**

**SingPost Primary Contact:**

**Name: [please insert]**

**Telephone: [please insert]**

**Fax: [please insert]**

**Email: [please insert]**

**SingPost Secondary Contact:**

**Name: [please insert]**

**Telephone: [please insert]**

**Fax: [please insert]**

**Email: [please insert]**

- 8.4 Either Party may from time to time, notify the other Party of changes to the details of their respective primary and secondary contacts.**

**9 CONFIDENTIALITY**

- 9.1 Each Party acknowledges that during the course of the performance of this RO, it may have access to Confidential Information of the other Party or one of its affiliates, and the Parties acknowledge that they are in a confidential relationship with the other. Confidential Information shall be used by Receiving Party only in performing or receiving the benefit of this RO and may not be used for other purposes, except upon such terms as may be agreed upon in writing by the Disclosing Party. The Receiving Party agrees to maintain the confidentiality of the Confidential Information disclosed to it under these Terms and Conditions and to use the same degree of care as it uses with regard to its own Confidential Information to prevent the disclosure, publication or unauthorised use of the Confidential Information and in any case, no less than reasonable care. Neither Party may duplicate or copy Confidential Information of the other Party other than to the extent necessary for legitimate business use in connection with this RO.
- 9.2 The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same:
- a) Is in or enters the public domain, other than by breach of this RO; or
  - b) Is known to the Receiving Party on a non-confidential basis prior to disclosure pursuant to this RO; or
  - c) Is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
  - d) Is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.
- 9.3 Notwithstanding anything contained herein, SingPost may disclose the Confidential Information pursuant to any rules, regulations or direction of any regulatory authority.

**10 DISPUTE RESOLUTION**

- 10.1 If a dispute arises out of or in connection with this RO, either Party may, by notice, require the other Party to seek to resolve the dispute by negotiation in good faith.
- 10.2 If the Parties fail to resolve any dispute under clause 17.1 within 90 days after the notice referred to in clause 17.1, either Party may refer the dispute for determination by the Authority.

**11 APPLICABLE LAW AND JURISDICTION**

- 11.1 This RO shall be subject to and construed in accordance with the laws of the Republic of Singapore and the Parties hereby submit to the exclusive jurisdiction of such courts.

11.2 For the avoidance of doubt and without prejudice to sub-clause 11.1 hereof, it is hereby agreed and understood that this RO shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap. 237A) including any statutory modification or re-enactment thereof and any rules and regulations made there under and any directions whatsoever which the Authority has given or may give to SingPost or under any provisions of any licence granted by the Authority, where applicable.

## **Schedule 1**

Subscription of Postal Code Information

## SCHEDULE 1

### SUBSCRIPTION OF POSTAL CODE INFORMATION

#### 1 SUBSCRIPTION SERVICE

- 1.1 In accordance with Condition 11.1 of SingPost's licence, IDA has designated SingPost as the administrator of the Singapore Postal Code. Any Licensee may subscribe to the Postal Code Database at prices, terms and conditions that are just, reasonable and non-discriminatory.

#### 2 PROCEDURES FOR SUBSCRIPTION

- 2.1 Please refer to **Schedule 1A** for the latest rates and terms and conditions relating to the subscription to Postal Code Database.
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## **Schedule 1A**

**Rates, Terms and Conditions of Subscription of  
Postal Code Information**

## Agreement on the Use of the 6D Postal Code Database

This Agreement is made the \_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ (hereinafter called “ the Customer”) and SINGAPORE POST LTD, a company incorporated in Singapore with registration No. 199201623M and having its registered office at 10 Eunos Road 8, Singapore Post Centre, Singapore 408600 (hereinafter called “SingPost”).

### WHEREAS:-

The Customer is desirous to be granted a licence and SingPost is agreeable to grant the Customer with a licence to use the Database (defined below) on the terms and conditions hereinafter set out.

### NOW IT IS HEREBY AGREED AS FOLLOWS:

#### 1. DEFINITIONS

1.1 In this Agreement, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

“*Commencement Date*” means the date determined under Clause 5 below on which the Licence granted under this Agreement shall commence.

“*Customer*” means the person, whether incorporated or unincorporated, which requires SingPost to grant a licence to use the Database on the terms and conditions of this Agreement.

“*Documentation*” means the user manual containing instructions in relation to the use of the Database in an electronic form and any other proprietary information provided by SingPost to the Customer under this Agreement.

“*Database*” means the 6-Digit Postal Code Database compiled, developed and created by SingPost and/or its licensors, contained in any medium whatsoever, whether printed, electronic or otherwise, as may be updated or amended by SingPost from time to time as it deems fit.

“*Licence*” refers to the rights granted by SingPost to use the Database under the terms and conditions of this Agreement.

“*Licence Fee*” means the fee of Singapore Dollars \_\_\_\_\_ (S\$ .00) payable by the Customer to SingPost in consideration of SingPost’s grant of the Licence under this Agreement, or such other sum as may be stipulated by SingPost from time to time.

“*User*” means an employee of the Customer person who has been so authorised by the Customer to use the Database for the Customer’s internal business operations.

1.2 Words referring to the singular only shall also include the plural and vice versa where the context requires.

1.3 Words referring to the masculine gender shall include the feminine and neutral genders.

1.4 The titles of the Clauses in this Agreement are for convenience of reference only and are not part of this Agreement and shall not in any way affect the interpretation thereof.

## 2. LICENCE OF DATABASE

2.1 **Grant of Licence.** Subject to the terms and conditions of this Agreement, and in consideration of the Customer's payment of the fees specified in Clause 1.1, SingPost grants to the Customer a non-exclusive, personal and non-transferable licence, with no rights of sub-licence, to use the Database solely for its own internal business operations, pursuant to which Licence, the Customer shall be entitled to

- (i) to use the Database subject to the terms and conditions of this Agreement;
- (ii) to make a reasonable number of additional copies of the Database solely for archival or emergency back-up purposes;
- (iii) to use the Documentation solely for purposes of supporting the authorized Users' use of the Database, all in accordance with the terms and conditions of this Agreement; and
- (iv) to make such copies the Documentation as reasonably necessary to support Customer's Users authorized use of the Database.

2.2 **License Restrictions.** The rights granted in Clause 2.1 are subject to the following restrictions:

- (i) Customer shall not and shall procure that none of its Users sublicense, copy, use or otherwise deal with the Database or Documentation in any way or for any purposes other than those expressly permitted in this Agreement;
- (ii) Customer shall not allow persons other than authorized Users to use the Database or Documentation, unless previously agreed to in writing by SingPost;
- (iii) Customer shall ensure and shall procure that each User ensures that each copy of the Database and Documentation contains all titles, trademarks, and copyright and restricted rights notices as in the original, and all such copies shall be subject to the terms and conditions of this Agreement; and
- (iv) not engage in any commercial activity of whatsoever nature in relation to the Database and/or Documentation, including without limitation the marketing, advertising, sale or distribution of the Database and/or Documentation or any part or copies thereof.

2.3 **Retention of Rights.** SingPost reserves all rights not expressly granted to Customer in this Agreement. Without limiting the generality of the foregoing, Customer acknowledges and agrees that:

- (i) except as specifically set forth in this Agreement, SingPost and its suppliers or licensors retain all rights, title and interest of whatever nature in and to the Database and Documentation and Customer acknowledges and agrees that:
  - (a) neither it nor any of its Users acquires any rights, express or implied in or to the Database or Documentation, except as specifically set forth in this Agreement; and
  - (b) any configuration, modification or adaptation of the Database shall not affect or diminish SingPost's rights, title, and interest in and to the Database.

2.4 **Assignment.** The Customer agrees that it shall not sell, lease, assign, transfer or otherwise deal in whole or in part neither this Agreement nor any rights granted hereunder. Any such attempted transaction shall be void and of no effect.

2.5 **Verification.** Upon the signing of this Agreement and upon SingPost's written request, but not more frequently than thrice annually, Customer shall furnish SingPost with a document signed by

Customer's authorized representative listing the number of Users by country. Customer is responsible for implementing reasonable means to monitor its compliance with the terms of this Agreement.

- 2.6 **Commission.** If the User requires to use the Database in conjunction or integration with any other software products to develop a product or database (the "Product") for sale to a third party, SingPost will charge and the User shall pay to SingPost a commission of 20% of the retail price of each Product sold. The User shall provide to SingPost a monthly audited report of the quantity and value of all Products sold in that calendar month together with the cheque payment of the commission payable within 14 days from the end of each calendar month. The User shall give at least one month's notice to SingPost prior to commencement and termination of the intended sale of the Product. Upon termination of sale, the User must ensure that no copy of the Product is being distributed in any way whatsoever.

### 3. DELIVERY OF THE DATABASE AND DOCUMENTATION

- 3.1 SingPost will deliver or cause to be delivered one (1) copy of the Database and Documentation to the Customer within 5 days of SingPost's receipt of the Customer's payment of the Licence Fee. SingPost reserves the right to choose such mode of delivery as it deems fit.
- 3.2 By the Customer's payment of the Licence Fee, the Customer shall also be entitled to further receive (nil)/(two)/(five)/(eleven)\* monthly updates of the Database, which SingPost shall deliver or cause to be delivered to the Customer unless the Agreement is earlier terminated.
- 3.3 After the expiry of (one)/(three)/(six)/(twelve)\* month(s) from the Commencement Date, the Customer shall be entitled to receive (zero)/(two)/(five)/(eleven)\* further monthly updates of the Database upon its payment to SingPost of a fee equivalent to the Licence Fee, or such other amount as SingPost may stipulate from time to time. Payment Provisions

*\*to delete whichever inapplicable*

### 4. PAYMENT PROVISIONS

- 4.1 Upon execution of this Agreement, the Customer shall pay to SingPost the Licence Fee, which payment shall be non-refundable and irrevocable.
- 4.2 All payments hereunder shall be payable within thirty (30) days of Customer's receipt of SingPost's invoice unless otherwise set forth therein

### 5. TERM AND TERMINATION

- 5.1 The Licence granted under this Agreement shall commence upon SingPost's delivery of the Database and Documentation under Clause 3.1 above to the Customer and shall remain in effect perpetually unless this Agreement is terminated for any reason in accordance with the terms and conditions herein.
- 5.2 **Termination by Customer for Convenience.** Customer may terminate the Agreement at any time upon written notice of at least fourteen (14) days to SingPost.
- 5.3 **Termination By Either Party For Material Breach.** SingPost may terminate this Agreement immediately upon written notice if the Customer materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of SingPost's written notice specifying the breach in detail.

5.4 **Effect of Termination.** Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer to SingPost.

5.5 **Handling of Database and Documentation Upon Termination.** Upon the termination of this Agreement and thus the License granted under this Agreement, the Customer shall:

- (i) cease using the Database and Documentation , and
- (ii) certify to SingPost within thirty (30) days after termination that the Customer has destroyed, or has returned to SingPost, the Database, Documentation, and all copies thereof, whether or not modified or merged into other materials.

## 6. **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

6.1 All express or implied warranties, representations, statements, terms and conditions relating to this Agreement, not contained in this Agreement, are excluded from this Agreement to the extent permitted by law.

6.2 Without prejudice to the generality of the foregoing, SingPost does not warrant that:

- (i) the Database or Documentation will meet Customer's requirements or is fit for any particular purpose;
- (ii) the Database supplied in electronic form will operate in combinations with other hardware, software, systems or data (except as expressly specified in writing by SingPost in the Documentation) which Customer may select for use,
- (iii) that the Database or Documentation will be error-free; or
- (iv) the operation of the Database will be uninterrupted or error-free.

6.3 SingPost shall not be responsible, and no measure of damages will, under any circumstances, include:

- (i) any loses and/or corruptions to the Database of the Customer;
- (ii) special, indirect, consequential, incidental or punitive damages; or
- (iii) economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data,

whether in an action in contract, tort (including without limitation negligence), product liability, statute, under an indemnity or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

7. **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of Singapore and parties hereby submit to the exclusive jurisdiction of the Singapore Courts.

8. **Notices.** All notices required to be sent hereunder shall be in writing and shall be deemed to have been given upon

- (i) the date sent by confirmed facsimile,
- (ii) on the date it was delivered by courier, or

- (iii) if by certified mail return receipt requested, on the date received, to the addresses set forth above and to the attention of the signatories of this Agreement and the relevant Application Form, or to such other address or individual as the parties may specify from time to time by written notice to the other party.
- 9. **Injunctive Relief.** Each party acknowledges and agrees that in the event of a material breach of this Agreement, the non-breaching party shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under this Agreement.
- 10. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.
- 11. **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 12. **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures, etc.
- 13. **Relationship Between the Parties.** Nothing in this Agreement will constitute or be deemed to constitute a partnership between the parties or constitute either party as agent for the other party for any purpose and neither party has the authority or power to bind the other or contract in the name of the other in any way or for any purpose.
- 14. **Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such exhibits. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.
- 15. **Counterparts and Exchanges by Fax.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF of the parties hereunto have set their respective hands hereunder on the day and year first above-written.

Signed by : \_\_\_\_\_

Signed by : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

for and behalf of

for and on behalf of

**SINGAPORE POST LTD**

**[NAME OF CUSTOMER]**



**INDUSTRY CLASSIFICATION**

<b>Communications/Logistics</b>		<b>Property</b>	
Code		Code	
TP	Warehousing & Logistics	PR001	Property Developers / Agents
TP	Telecommunications & Post	<b>Retail</b>	
TP	Transport - Air	Code	
TP	Transport - Land	RET01	Apparel & Personal Effects
TP	Transport - Marine	RET02	Appliances / Articles & Equipment
<b>Construction</b>		RET03	Furniture & Furnishings
Code		RET04	Medicinal / Pharmaceutical Products
CO	Fittings / Fixtures	RET05	Retail- Others
CO	General Construction Activities	RET06	Office Apparatus / Computer & Related Accessories
CO	Structural / Mechanical Engineering	RET07	Transport Equipment & Accessories
<b>Finance</b>		RET08	e-tailers
Code		<b>Service</b>	
FIN	Banking Services	Code	
FIN	Finance Services	SVC01	Advertising
FIN	Insurance / Re-insurance Services	SVC02	Computer
FIN	Investment & Stock Brokering	SVC03	Consultancy &
FIN	Finance - Others	SVC04	Education
<b>Government</b>		SVC05	IT Services
Code		SVC06	Entertainment
GO	Ministries	SVC07	Healthcare &
GO	Statutory Board	SVC08	Printing &
GO	Town Councils & CCCs	SVC09	Service -
GO	Police Stations & NPP	SVC10	Optical Related
GO	Hospitals	SVC11	Travel Agencies
GO	Polyclinics	SVC12	Events & Exhibition Organisers
GO	Community Clubs/Centres	<b>Utilities</b>	
GO	Education (Pri/ Sec/ JC/ Poly/U)	Code	
<b>Holdings</b>		UTL01	Electricity / Gas / Water
Code		<b>Wholesale</b>	
HL	Investment / Holding Activities	Code	
<b>Hospitality</b>		WH00	Agricultural Produce
Code		WH00	Apparel & Personal Effects
HO	Hotels / Restaurants / Country Clubs	WH00	Chemicals & Chemical Products
<b>Manufacturing</b>		WH00	Construction Materials, Hardware / Plumbing
Code		WH00	Electrical & Electronic
MF	Apparel & Personal Effects	WH00	Food & Beverages
MF	Chemical & Chemical Products	WH00	Furniture & Furnishings
MF	Electrical & Electronic Products	WH00	Wholesale- Others
MF	Food & Beverages	WH00	Machinery & Equipment
MF	Machinery & Equipment	WHO1	Medicinal / Pharmaceutical Products
MF	Metal & Fabricated Metal	WHO1	Solid / Liquid / Gaseous Fuels and Related
MF	Non-metallic Mineral Products	WHO1	Office Apparatus / Computers
MF	Precision Instruments	WHO1	Transport Equipment & Accessories
MF	Rubber & Plastic	WHO1	Wood & Paper Products
MF	Tobacco	<b>Others</b>	
MF	Transport Equipment & Accessories	Code	
MF	Manufacturing- Others	OTH01	Accounting Firms
MF	Wood & Paper Products	OTH02	Law Firms
MF	Furniture & Furnishings	OTH03	Societies, Clubs & Non-Profit Organisations
		OTH04	Foreign Entity / Consulate
		OTH05	Religious Organisations

## **Schedule 2**

Provision of Letter Redirection Information

## SCHEDULE 2

### PROVISION OF LETTER REDIRECTION INFORMATION

#### 1 SCOPE

- 1.1 This section covers the sharing of Redirection Information with other Licensees.

#### 2 TERMS AND CONDITIONS

- 2.1 All Licensees requesting the Redirection Information shall undertake and ensure that such information shall not be used for any other purpose other than as permitted by the Recipient in relation to the Redirection Service.
- 2.2 All Licensees requesting for the Redirection Information shall submit the request by facsimile to SingPost's Redirection Unit at Fax Number: 6841 3843 or such facsimile number as SingPost may notify the Licensees on any Working Day by 2.00pm. Each Licensee shall not make more than twenty (20) Redirection Information requests for each of these days.
- 2.3 Each Redirection Information request must be from one (1) old address to one (1) new address only. All Licensees shall fax to SingPost a clear photocopy of the name and address requiring redirection as indicated on the front of the Basic Letter.
- 2.4 SingPost shall provide the Redirection Information to all Licensees within two (2) Working Days from the date of the request (i.e. J+2, "J" refers to the date of request). SingPost shall only be able to provide the Redirection Information where the name and address matches the same in SingPost's redirection database. The Redirection Information shall be sent to the fax numbers/email addresses provided by the Licensees and SingPost shall not be obligated to enquire or ensure that the Redirection Information was actually transmitted to the Licensee.

#### 3 NON-LIABILITY

- 3.1 The Redirection Information as shared with all Licensees is accurate as at the date and time such information was provided to the Licensees.
- 3.2 SingPost is unable to provide the Redirection Information if the Recipient has expressly opted out from sharing this information.
- 3.3 SingPost shall not be held responsible or liable in any way as to the Licensees' use of the Redirection Information or how the Basic Letters are so redirected.
- 3.4 SingPost shall not be liable in any way for any act and/or omission, negligence, misuse or fraud of the Licensees in relation to the Redirection Information.

#### 4 RECIPROCAL ARRANGEMENTS

4.1 The procedures set out in clause 2 above shall apply mutually to SingPost and the Licensees on a reciprocal basis in compliance with the requirements specified in section 4 of the Operations Code.

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## **Schedule 3**

Procedures for handling  
Misdirected, Misposted, Miscollected and  
Misdelivered Letters

## SCHEDULE 3

### PROCEDURES FOR HANDLING MISDIRECTED, MISPOSTED, MISCOLLECTED AND MISDELIVERED LETTERS

#### 1 PROCEDURES FOR HANDLING MISDIRECTED LETTERS

- 1.1 The procedures described in the following clauses shall apply in an event that SingPost as the Recipient Licensee receives Misdirected Letters from another Licensee or an overseas postal operator ("Sender Operator").
- 1.2 Where Misdirected Letters have not entered SingPost's processing facility and have not been processed
- 1.2.1 SingPost shall use reasonable endeavours to segregate the Misdirected Letters according to each Sender Operator's Identifier Mark.
- 1.2.2 A record of the total pieces will be compiled twice a week for each Sender Operator.
- 1.2.3 SingPost shall retain these Misdirected Letters for a period of thirty (30) days from the date of the receipt of the Misdirected Letters, for collection by the Sender Operator.
- 1.2.4 Misdirected Letters which are not collected within the stipulated thirty (30) days may be destroyed.
- 1.2.5 Upon handing over the Misdirected Letters to each Sender Operator, the Sender Operator shall acknowledge receipt in a record book provided by SingPost, of the items collected. The following information shall be required:
- a) Sender Operator's company stamp;
  - b) Date;
  - c) Time; and
  - d) Name of the Sender Operator's representative collecting such Misdirected Letters.
- 1.2.6 The Sender Operator shall bear all costs or any other associated costs in relation to the collection of such Misdirected Letters from SingPost.
- 1.3 Where Misdirected Letters have entered SingPost's processing facility and have been processed
- 1.3.1 Where it is reasonably practicable for SingPost to retrieve and make available the Misdirected Letters to the Sender Operator for collection, the procedures stated above in clause 1.2 shall apply.
- 1.3.2 Where the Misdirected Letters have entered SingPost's processing facility such that it is not reasonably practicable for SingPost to retrieve and make available the Misdirected Letters to the Sender Operator for collection, SingPost shall, in accordance with section 5.3 of the Operations Code, deliver the Misdirected Letters in a timely and non-discriminatory manner.
- 1.3.3 Based on the Licensee's Identifier Mark on the Misdirected Letters, SingPost shall use reasonable endeavours to compile the following information:
- a) Date of receipt of the Misdirected Letters by SingPost;

- b) Quantity of pieces of Misdirected Letters that have been processed; and
- c) Total Charges payable by the Licensee to SingPost as indicated in clause 6.1 below.

1.3.4 With the information recorded in clause 1.3.3 above, SingPost shall notify the Sender Operator in writing the monthly quantity and total Charges payable. The Sender Operator shall pay all sums due to SingPost in a timely manner according to the information indicated in clause 1.3.3 above.

## **2 PROCEDURES FOR HANDLING MISPOSTED LETTERS**

2.1 The procedures described in the following clauses shall apply in an event that SingPost as the Recipient Licensee receives Misposted Letters intended for another Licensee (“Intended Licensee”).

### 2.2 Where Misposted Letters have not entered SingPost’s processing facility and have not been processed

2.2.1 SingPost shall use reasonable endeavours to segregate the Misposted Letters according to each Licensee’s Identifier Mark.

2.2.2 A record of the total pieces will be compiled twice a week for each Licensee.

2.2.3 SingPost shall retain these Misposted Letters for a period of thirty (30) days from the date of the receipt of the Misposted Letters for collection by the Licensee.

2.2.4 Misposted Letters which are not collected within the stipulated thirty (30) days may be destroyed.

2.2.5 Upon handing over the Misposted Letters to each Licensee, the Licensee shall acknowledge receipt of the items collected in a record book provided by SingPost. The following information shall be required:

- a) Licensee’s company stamp;
- b) Date;
- c) Time; and
- d) Name of the Licensee’s representative collecting such Misposted Letters.

2.2.6 The Licensee shall bear all costs or any other associated costs in relation to the collection of such Misposted Letters from SingPost.

### 2.3 Where Misposted Letters have entered SingPost’s processing facility and have been processed

2.3.1 Where it is reasonably practicable for SingPost to retrieve and make available the Misposted Letters to the Licensee for collection, the procedures stated in clause 2.2 above shall apply.

2.3.2 Where the Misposted Letters have entered SingPost’s processing facility such that it is not reasonably practicable for SingPost to retrieve and make available the Misposted Letters to the Licensee for collection, SingPost shall, in accordance with section 6.3 of the Operations Code, deliver the Misposted Letters in a timely and non-discriminatory manner.

2.3.3 Based on the Licensee’s Identifier Mark on the Misposted Letters, SingPost shall, use reasonable endeavours to compile the following information:

- a) Date of receipt of the Misposted Letters by SingPost;
- b) Quantity of pieces of Misposted Letters that have been processed; and
- c) Total Charges payable by the Licensee to SingPost as indicated in clause 6.1 below.

- 2.3.4 With the information recorded in clause 2.3.3 above, SingPost shall notify the Licensee in writing the monthly quantity and total Charges payable. The Licensee shall pay all sums due to SingPost in a timely manner according to the information indicated in clause 2.3.3 above.

### **3 PROCEDURES FOR HANDLING MISCOLLECTED LETTERS**

- 3.1 The procedures described in the following clauses shall apply in an event that SingPost miscollects Letters (“Miscollecting Licensee”) intended for another Licensee (“Intended Licensee”).

3.2 Where Miscollected Letters have not entered SingPost’s processing facility and have not been processed

- 3.2.1 In the event SingPost inadvertently miscollects mail bags belonging to other Licensees, SingPost shall arrange at its own costs, to deliver to the Intended Licensee’s sorting facility the affected mail bags by the next Working Day or the latest by the next Working Day the mistake was subsequently discovered by SingPost.

3.3 Where Miscollected Basic Letters have entered SingPost’s processing facility and have been processed

- 3.3.1 In the event SingPost inadvertently miscollects mail bags belonging to other Licensees, and where it is reasonably practicable for SingPost to retrieve and return the Miscollected Letters to the Licensees, SingPost shall arrange at its own costs to deliver to the Intended Licensee’s sorting facility the affected mail bags by the next Working Day or the latest by the next Working Day the mistake was subsequently discovered by SingPost.

- 3.3.2 Where the Miscollected Letters have entered SingPost’s processing facility such that it is not reasonably practicable for SingPost to return the Miscollected Letters to the Licensee, SingPost shall, at its own costs, in accordance with section 7.3 of the Operations Code, deliver the Miscollected Letters in a timely and non-discriminatory manner.

- 3.4 In the event Miscollected Letters belonging to other Licensees are placed erroneously in SingPost’s mail bags and where SingPost subsequently collects those bags, SingPost shall handle the bags in the same manner as set out in clause 2 above.

### **4 PROCEDURES FOR HANDLING MISDELIVERED LETTERS**

- 4.1 The procedures described in the following clauses shall apply in an event that SingPost as the Recipient Licensee receives Misdelayed Letters of another Licensee (“Intended Licensee”).

- 4.2 SingPost shall use reasonable endeavours to segregate the Misdelayed Letters according to each Licensee’s Identifier Mark.

- 4.3 A record of the total pieces will be compiled twice a week for each Licensee.

- 4.4 SingPost shall retain these Misdelayed Letters for a period of thirty (30) days from the date of the receipt of the Misdelayed Letters for collection by the Licensee.

- 4.5 Misdelayed Letters which are not collected within the stipulated thirty (30) days may be destroyed.

- 4.6 Upon handing over the Misdelayed Letters to the Licensee, the Licensee shall acknowledge receipt in a record book provided by SingPost, of the items collected. The following information shall be required:

- a) Licensee’s company stamp;

- b) Date;
- c) Time; and
- d) Name of the Licensee's representative collecting such Misdelayed Letters.

4.7 Every Licensee shall bear its own costs or any other associated costs in relation to the collection of such Misdelayed Letters.

## **5 COLLECTION PROCEDURES**

5.1 For Misdelayed, Mispresented and Misdelayed Letters, the Licensees shall collect the Basic Letters every Monday and Thursday (excluding public holidays) between 1530 hours and 1630 hours at SingPost's Return Letter Unit or at any other days or time as may be specified by SingPost from time to time, **with the consent of the Authority**.

## **6 CHARGES FOR PROCESSING AND DELIVERY**

6.1 SingPost shall charge the Licensees the prevailing public postage rates including an additional processing fee of Singapore Cents Twenty (S\$0.20) for the processing and delivery of each Misdelayed or Mispresented Letter.

6.2 The Licensees shall be billed on a monthly basis.

## **7 RECIPROCAL ARRANGEMENTS**

7.1 The procedures set out herein shall apply mutually to SingPost and the Licensees on a reciprocal basis in compliance with the requirements specified in sections 5 to 8 of the Operations Code.

## **8 ENQUIRIES**

8.1 The Licensees shall handle enquiries from their respective customers on any Misdelayed, Mispresented, Mispresented or Misdelayed Letters which were subsequently processed and/or delivered by SingPost.

8.2 SingPost is unable to provide any enquiry services on Misdelayed, Mispresented, Mispresented or Misdelayed Letters which are uncollected and that have been sent for destruction in accordance with these terms and conditions.

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## **Annex 1**

### **Miscellaneous Charges**

## ANNEX 1

### MISCELLANEOUS CHARGES

#### 1 SUMMARY OF CHARGES

Type	Charges (S\$)#
a) Presentation of dishonoured cheque for payment	\$32.10
b) Adjustment of billing invoice(s)	\$32.10
c) Unsuccessful GIRO deduction for settlement of accounts	\$5.35 per incident
d) Processing and delivery of each Basic Letter that is Misdirected or Mispsted	\$0.20 plus the unpaid postage for delivery per item

#### 2 SUMMARY OF POSTAL CODE INFORMATION SUBSCRIPTION CHARGES

Type	Charges (S\$)#
a) Monthly	\$1070
b) Quarterly	\$535
c) Half-Yearly	\$321
d) One Time	\$214
e) Address Manager Software (in CD -Rom) (Licensees must subscribe to one of the above plan to use this software.)	\$139.10

#: all charges inclusive of 7% GST

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