Registrar Accreditation Agreement

Between

SINGAPORE NETWORK INFORMATION CENTRE
(SGNIC) PRIVATE LIMITED

And

[NAME OF REGISTRAR]

Dated

[Insert date]

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<u>**REGISTRAR ACCREDITATION AGREEMENT**</u>

This Agreement is entered into on the [   ] day of [   ], 200[   ]

BETWEEN

(1)   **SINGAPORE NETWORK INFORMATION CENTRE (SGNIC) PRIVATE LIMITED** (Company Registration no. 199704146E) a company incorporated in the Republic of Singapore and having its place of business at 8 Temasek Boulevard #14-00 Suntec Tower Three Singapore 038988 ("SGNIC"); and

(2)   **[NAME OF REGISTRAR]** [(Company Registration no. [insert number])], a company incorporated in [the Republic of Singapore] and having its place of business at [address] ("Registrar").

WHEREAS

A.   SGNIC is responsible for the operation and control of the ".sg" top level Internet domain name registration system.

B.   Registrar desires to be accredited by SGNIC as a registrar.

C.   SGNIC hereby appoints Registrar and Registrar accepts its appointment as an accredited registrar under the terms and conditions set out below.

1.   Definitions

1.1   In this Agreement, except where the context otherwise requires or unless otherwise specified:

"Accredit"	means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.
"AD" or "Accredited Domain"	means a domain category identified in Schedule 1 to this Agreement within which Registrar is from time to time accredited by SGNIC to register a Domain Name in accordance with this Agreement.
"Commencement Date"	means [insert date], which shall be the date on which this Agreement shall be deemed to have commenced.
"DNS"	refers to the Internet domain-name system, which is a distributed database of information that is used to translate domain names, which are easy for humans to remember and use, into Internet Protocol (IP) numbers, which are what computers need to find each other on the Internet. People working on computers around the globe maintain their specific portion of this database, and the data held in each portion of the database is made available to all computers and users on the Internet. The DNS comprises computers, data files, software, and people working together.
"Domain Name"	refers to a domain name within an AD in respect of which SGNIC maintains data in a SRS Database, arranges for such maintenance, or derives revenue from such maintenance.
"Expiry Date"	means [insert date], which shall be the date on which this Agreement shall terminate, unless earlier lawfully terminated.
"Extension Term"	means a period of [three (3)] years commencing immediately upon the day on which the Agreement would otherwise have expired if not extended in accordance with Clause 9.2 hereof;
"Force Majeure"	means any cause beyond the reasonable control of the party seeking to take advantage of such Force Majeure, including, without limitation, any strike, lock-out, labour dispute, act of God, inability to obtain labour, utilities or services, acts of any government authority, enemy or hostile actions,

sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fallout, civil disturbances, explosions, fire or other casualty, unanticipated loads or transactions in the SRS, breaches of security, computer viruses, faults in third party software and equipment and degradation or failure of telecommunications services; provided that if any such event is reasonably foreseeable by the party seeking to take advantage of such Force Majeure, such party shall have taken all reasonable steps within its reasonable control to avoid the occurrence of such Force Majeure.

"Licensed Materials"	means those materials that SGNIC designates and is proprietary to SGNIC including without limitation, the SGNIC's Logo, trade mark, trade name and "SGNIC Accredited Registrar" set out in Schedule 2.
"Minimum Accreditation Requirements"	means the minimum requirements which Registrar must meet at the commencement of and during the Term for its continued Accreditation as set out in Schedule 5;
"Person"	includes an individual, a corporation, a partnership, a trust, an unincorporated organization, association or club, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in any of such capacities.
"Protocol"	means the protocol used by SGNIC for its operation of the SRS.
"Registrant Agreement"	means the prevailing agreement between SGNIC and the Registrant regarding the registration of Domain Name by the Registrant, available at SGNIC's website http://www.nic.net.sg/sub_policies_agreement/index.html).
"Registrant"	means the applicant of a Domain Name and/or the holder of a Domain Name, as the case may be.
"Registrar Services"	means services provided in connection with each AD in accordance with this Agreement and SGNIC's prevailing specifications, namely registration, renewals, transfers, modifications, cancellations, and maintenance of Domain Name records via the SRS, in response to requests for such services by the intended registrant therefor, or the registrant on record, as the case may be.
"registrar"	(when appearing without an initial capital letter) refers to a person or entity that contracts with Registrants and collects registration data about the Registrants and submits registration information for entry in the SRS Database including inserting and renewing registration of Domain Names in the SRS Database.
"Registrar-Registrant Agreement"	means the written agreement or an electronic agreement, which is equivalent at law to a written agreement that Registrar enters into with each of its Registrants of record.
"Reseller"	means a Person appointed by Registrar to sell Domain Name services and provide related customer services to Registrants on behalf of Registrar.
"RPPG"	means all rules, policies, regulations and procedures applicable to Registrars and Registrants in existence and those that SGNIC may adopt from time to time, as amended and supplemented by SGNIC from time to time.

"Schedule of Fees"	refers to the prevailing fees prescribed by SGNIC relating to the Registrar's Accreditation including, without limitation, accreditation fees, fees for renewal of Accreditation, and Domain Name application fees that are set out in the RPPG, which SGNIC may revise from time to time.
"SDRP"	means the Singapore Domain Name Dispute Resolution Policy, Rules and all the Supplemental Rules with respect to any dispute resolution services that SGNIC has adopted which may be revised from time to time.
"SRS Database"	means a database comprising data about one or more Domain Names used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.
"SRS"	refers to the shared registry system operated by SGNIC for the registration of Domain Names.
"Term"	means the period during which this Agreement shall remain in force, which period shall commence on the Commencement Date and end, unless earlier terminated in accordance with this Agreement or extended in accordance with this Agreement, on the Expiry Date.
"WHOIS"	refers to the public query-based access through a directory look up system to a searchable database maintained by SGNIC in respect of Domain Names, which contains information about networks, networking organizations, Domain Names, and the contacts associated with them.

1.2 In this Agreement, except where the context otherwise requires or unless otherwise specified:

i. references to legislation or to any provision of legislation include modifications or re-enactments of, substitutions for, and all statutory instruments issued under, that legislation or provision;

ii. words denoting the singular include the plural and vice versa, and words importing a gender include all genders;

iii. words denoting individuals include corporations and vice versa;

iv. a reference to an interest of two or more persons confers that interest jointly and severally and a reference to an obligation imposed on any two or more persons imposes that obligation jointly and severally;

v. references to Clauses and Schedules are references to clauses of and schedules to this Agreement. Headings do not affect interpretation;

vi. references to documents or agreements (including this Agreement) include references to amendments, novation, replacements and supplementary documents or agreements;

vii. references to any party to this Agreement or to any other document or agreement include its successors and permitted substitutes or assigns;

viii. "writing" and cognate expressions include all means of reproducing words in a tangible and permanently visible form;

ix. derivatives from a word given a certain meaning or interpretation, have a corresponding meaning or interpretation;

x. a period dating from a given day or the day of an act or event, is calculated exclusive of that day;

xi. a reference to a day commences at midnight Singapore time and ends 24 hours later.

1.3 References to this "Agreement" shall mean this agreement, together with its Schedules and Appendices, as well as the RPPG and SDRP and any other present or future policies or guidelines which SGNIC may designate as being intended to form part of this Agreement, all as from time to time prescribed or

amended by SGNIC, and all of which are expressly incorporated by reference herein. In the event of any inconsistency between this Agreement and the RPPG or the SDRP, the RPPG or the SDRP (as the case may be) shall prevail, and as between the RPPG and the SDRP, the SDRP shall prevail.

2.   Accreditation

2.1   Subject to the terms and conditions set forth herein, and the due and timely performance by Registrar of its obligations hereunder, SGNIC agrees, for so long as this Agreement remains in full force and effect, to accredit, on a non-exclusive basis, the Registrar as a registrar for each of the ADs set forth in Schedule 1. The said Accreditation may, upon the prior application of Registrar to SGNIC, be extended for such further period or in respect of further ADs as SGNIC may permit and subject to such further conditions as SGNIC may prescribe.

2.2   For so long as the Registrar has been Accredited and maintains the Accreditation, SGNIC agrees to grant the Registrar, subject to the terms and conditions of this Agreement, the following privileges on a non-exclusive basis:

i.   to provide the Registrar Services in accordance with this Agreement, the SDRP and RPPG;

ii.   access to SGNIC's SRS for the sole purpose of performing the Registrar Services;

iii.   to hold itself out as a "SGNIC Accredited Registrar" offering Registrar Services in connection with Domain Names.

2.3   Commencement of Registrar Services. Registrar shall commence offering Registrar Services to members of the public and ensure that its systems to register ADs through the SRS and provide the Registrar Services are ready and fully operational in accordance with this Agreement not later than 3 months following the Commencement Date or such other period of time that SGNIC may agree to in writing.

2.4   Use of SGNIC's Systems or Information. Registrar shall not engage in or authorize any activity which may directly or indirectly bring SGNIC into disrepute or interfere with SGNIC's operations or expose SGNIC to any liability or claim, including without limitation, the doing of any act which may be defamatory, constitute unlawful discrimination, or infringe the intellectual property or other rights of SGNIC or any Person. Registrar shall at all times accurately represent to the general public: (i) the RPPG and SDRP; (ii) SGNIC's status as the operator of the SRS; and (iii) Registrar's relationship with SGNIC under this Agreement.

2.5   Appointment of Resellers. Registrar may, subject to the continuing approval of SGNIC (not to be unreasonably withheld), appoint Resellers to resell the Registrar Services as accredited by SGNIC pursuant to this Agreement. Registrar shall notify SGNIC of the particulars of all Resellers they appoint, and immediately notify SGNIC of any changes thereto. Registrar shall guarantee, procure and ensure each Reseller's due and timely compliance with all of SGNIC's prevailing policies and guidelines, and to not act or omit to act in any manner inconsistent with this Agreement. Registrar shall fully and effectively indemnify SGNIC against any loss, damage or claim it may suffer in connection with any breach thereof. Nothing herein shall relieve Registrar of its obligations pursuant to this Agreement, nor require SGNIC to join any such Reseller in any proceedings relating to or arising in connection with this Agreement.

2.6   Costs and Expenses. All costs, fees and expenses associated with Registrar's performance of the Registrar Services, compliance with its obligations hereunder, including without limitation the establishment, implementation, maintenance and/or operation of its registration systems, and any computer hardware or software, databases, systems and telecommunications systems for use in connection with the SRS, compliance with any protocols or specifications prescribed for use from time to time by SGNIC, shall be the sole responsibility of the Registrar.

2.7   Condition Precedent. Notwithstanding anything in this Agreement, it shall be a condition precedent to SGNIC's obligations hereunder and the continuing Accreditation of Registrar that both as of the Commencement Date and throughout the Term of this Agreement, the Registrar meets and continues to meet the Minimum Accreditation Requirements and provides evidence thereof satisfactory to SGNIC. SGNIC may in its absolute discretion by notice in writing to Registrar, and subject to such conditions as SGNIC may prescribe from time to time, waive and/or suspend, in whole or in part, any or all of the Minimum Accreditation Requirements and/or the prevailing procedures and requirements set forth this Agreement relating to the accreditation of registrars.

3.   Registrar's Obligations

3.1   Registrar warrants, undertakes and agrees as follows as of the commencement date of this Agreement and throughout the duration of its Accreditation:

i.   <u>Compliance</u>: it shall at all times comply with the Minimum Accreditation Requirements, and all prevailing procedures and requirements set forth in this Agreement, including in particular the Code of Practice for Registrars set forth in Schedule 3, the technical and operational requirements set forth in Schedule 4, as well as the RPPG and the SDRP, and with any directions issued by SGNIC in connection with any Domain Name and/or the provision of the Registrar Services within the time specified by SGNIC for such compliance, as well as all applicable international and local laws and regulations and other laws of applicable governmental authorities.

Without prejudice to the generality of the foregoing, Registrar shall forthwith implement any order relating to any Domain Name issued by a tribunal of competent jurisdiction or decision of an Administrative Panel established under the SDRP in accordance with the SDRP. Registrar shall delete a domain name if it is so directed by SGNIC upon SGNIC's receipt of any notice from any government or regulatory authority (including without limitation the Police) that the website referenced by the Domain Name is in breach of any laws, directives, guidelines, codes of practice or regulations issued by any government or regulatory authority, or is otherwise used for or in connection with illegal activities.

ii.   <u>Offer of Registrar Services</u>: it shall offer all Registrar Services to all registrants without requiring that the registrant must also purchase or subscribe for any other goods or services offered by the Registrar or any third party;

iii.   <u>Registrar may provide Registrar Services only on behalf of Registrant</u>: it shall only register a Domain Name on behalf of the prospective registrant of that domain name, and it shall not perform any other Registrar Services on behalf of Registrant unless Registrar is Registrar of record for such Registrant or has been requested to perform such services by such Registrant or by an agent other than another SGNIC accredited registrar of such Registrant;

iv.   <u>Registrar Services</u>. Notwithstanding SGNIC's operation of the SRS, Registrar shall be solely responsible for providing Registrar Services, billing, technical and administrative support for handling transaction requests from Registrants, and Registrar shall ensure that its services meet all quality of standard and other specifications SGNIC may from time to time prescribe;

v.   <u>Efficiency and Co-operation</u>: it shall perform the Registrar Services promptly and in willing co-operation with SGNIC, registrants and any other registrars, and assist in and do all things SGNIC may regard as expedient to facilitate or effect such transactions;

vi.   <u>Investigations</u>: it shall act promptly to investigate any and all Registrant inquiries and disputes relating to Domain Names and any Registrar Services. Registrar will immediately notify SGNIC if any Registrant requests the assistance of SGNIC or Registrar with any such inquiry or dispute and Registrar agrees to cooperate with SGNIC in connection therewith;

vii.   <u>Representation</u>. it shall not represent to any Person that Registrar enjoys access to the SRS that is superior to that of any other registrar accredited by SGNIC;

viii.   <u>Use of Information</u>: it shall only use information obtained from Registrants or SGNIC relating to any Domain Name in accordance with and subject to all applicable laws and for the purposes only of maintenance of its Domain Name registration records, performing Registrar Services which it has been authorized to perform, and inclusion of relevant information in any WHOIS service it may operate. Registrar undertakes not to access or use such information (nor permit or authorize any such access or use) for any other purpose. In particular, but without limiting the generality of the foregoing, Registrar whether directly or indirectly, and whether on its own behalf or in partnership or jointly or in conjunction with or through any Person or as principal, agent, consultant, contractor, investor or shareholder or in any other manner whatsoever, undertakes and agrees that:

(a)   it shall not use such information to advertise its services, solicit business from or otherwise make contact with any Registrant, by email or otherwise, to offer any Registrar Services, save only in relation to Domain Names of which it is the Registrar of record;

(b)   it shall not engage in and shall prohibit bulk access to Registrant's data, warehousing of or speculation in Domain Names, and shall implement any policies SGNIC may from time to time prescribe to prohibit or restrict such activities. Without limiting the generality of the foregoing, Registrar shall not (i) submit any application for the registration, renewal, transfer, modification or cancellation of a Domain Name registration or any other request or transaction relating thereto purportedly on behalf of any Person when it is not in fact so authorized, or on behalf of a non-existent Person; (ii) accumulate or warehouse Domain Name registrations with which Registrar or such Person has no reasonable connection, for the purpose of removing them from availability for others, transferring them for immediate or deferred direct or indirect gain or profit or for any other reason whatsoever, nor shall it knowingly participate in any such undertaking.

3.2   <u>Notice to SGNIC</u>. Registrar shall immediately give notice to SGNIC of any pending or threatened claim, demand, action, cause of action, proceeding, lawsuit, investigation or application in relation to any Domain Name registration (or any judicial requests or orders to produce documents or information obtained from or supplied to the SRS) that become known to Registrar and give other notices to SGNIC as required in the RPPG and SDRP.

3.3   <u>Verification</u>. Registrar shall abide by any specifications or policies prescribed by SGNIC relating to (a) verification of contact information associated with a Domain Name registered through Registrar; and (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Domain Name registered through Registrar, take reasonable steps to investigate such claim of inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Domain Name registered through it, it shall take reasonable steps to correct that inaccuracy.

3.4   <u>Performance Objectives.</u> SGNIC may from time to time prescribe and modify performance targets to be met by Registrar, which targets are, as of the commencement of this Agreement, as set forth in Schedule 6 hereto ("the Performance Objectives"), which Registrar must meet and within the time periods prescribed by SGNIC.

3.5   <u>Insurance</u>. Registrar shall maintain in force commercial general liability insurance with policy limits of the types and levels of insurance that a prudent provider of Registrar Services would have in place covering liabilities arising from Registrar's business under this Agreement during the Term and shall furnish a copy of such insurance within 7 days of SGNIC's written request to do so.

3.6   <u>Records and Inspections.</u> During the Term and for 3 years thereafter and in the manner prescribed in this Agreement, Registrar (whether by itself or by its agent(s)) shall maintain the following records relating to its activity as a registrar of Domain Names and the performance of its obligations under this Agreement for inspection and copying by SGNIC upon reasonable notice:

(a)   In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registrants, including Registrar-Registrant Agreement; and

(b)   In electronic form, records of the accounts of all Registrants with Registrar, including dates and amounts of all payments and refunds.

3.7   <u>Right of SGNIC to Verify Information and Compliance</u>. SGNIC (and its designated representatives) shall be entitled at any time during the Term to inspect and make copies of:

i.   any records of Registrar and any information relating to any Registrant registering a Domain Name through Registrar, so as to verify the accuracy and completeness of any information provided by Registrar to SGNIC, including without limitation, the information provided by Registrar in its application for accreditation and the compliance by Registrar with the provisions of this Agreement; and/or

ii.   the accounts, books and accounting records of Registrar.

Registrar shall cooperate with SGNIC in connection with such inspection (which shall be conducted in such manner as is deemed reasonable by SGNIC) and shall promptly give SGNIC, its agents and representatives such assistance and access to and copies of such information and documents in any or all media regarding, and access to the premises of, Registrar as SGNIC may reasonably request in order to enable SGNIC to complete such inspection.

3.8   Publication of Information. Registrar agrees that SGNIC may publicly disclose any and all information relating to its operation of the SRS with the Registrar, and to the performance of the Registrar's obligations hereunder, including without limitation, information relating to its performance as a Registrar, customer complaints, and service standards.

4.   Registrar's Agreement with Registrant

4.1   Registrar-Registrant Agreement. Registrar shall enter into a Registrar-Registrant Agreement, which shall not contain any terms that are inconsistent with, or in any way, modify, override, limit, contradict or cancel the terms and conditions of the RPPG, SDRP, this Agreement and the Registrant Agreement.

4.2   Registrant Agreement. Registrar shall ensure and procure that the Registrant accepts, as a pre-condition to Registrar's acceptance of the Registrant's application to register a domain name, all the terms and conditions of the Registrant Agreement.

4.3   Provisions in Registrar-Registrant Agreement. The following provisions shall also be included in Registrar-Registrant Agreement:

i.   Registrant shall at all times comply with all prevailing requirements prescribed by SGNIC in connection with any Domain Names, and shall only request Registrar Services in the form and manner prescribed by SGNIC from time to time;

ii.   Registrar shall not prevent a Registrant from changing Registrar of record at any time save in accordance with the RPPG;

iii.   In the event that Registrar is no longer a SGNIC accredited registrar, its Accreditation as a SGNIC accredited registrar is suspended or terminated or upon termination or expiry of this Agreement, Registrant agrees to the procedures set forth in Clause 9.8 hereof;

iv.   Registrant and Registrar agree that SGNIC shall have the right to enforce all the terms of Registrar-Registrant Agreement in accordance with the Contracts (Rights of Third Parties) Act Cap 53B;

v.   Registrant and Registrar agree to abide by the terms of the SDRP in connection with the resolution of any disputes in respect of which the SDRP applies, to submit to the jurisdiction of the Singapore courts, and to Singapore law being the governing law of the Registrar-Registrant Agreement;

vi.   Registrant shall agree that its registration of any Domain Name shall be subject to amendment, correction, suspension, cancellation, or transfer pursuant to the RPPG and SDRP, including without limitation (1) the correction of mistakes by the Registrar or SGNIC in registering the Domain Name; and (2) the resolution of disputes concerning the Domain Name. SGNIC shall have the right, at any time and from time to time, to amend the RPPG and SDRP. Any such amendment will be binding and effective on the Registrar after SGNIC gives written notice of such amendment to the Registrar and such amendment shall also be binding and effective on the Registrant;

vii.   Registrant acknowledges and agrees that registration of a Domain Name does not create any proprietary right for any Registrant, the Registrar or any other person. The Registrant shall not in any way transfer or purport to transfer a proprietary right in any Domain Name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a Domain Name registration. The Registrant shall represent that, to the best of the Registrant's knowledge and belief, neither the registration of the Domain Name nor the manner in which it is directly or indirectly used infringes the legal rights of any third party;

viii.   Registrant shall provide to the Registrar complete and accurate data and promptly correct and update them during the term of the Domain Name registration;

ix.   Registrant's wilful provision of incomplete and inaccurate or unreliable information, its wilful failure promptly to update information provided to the Registrar, or its failure to respond within 15 days to enquiries by the Registrar concerning the accuracy of contact details associated with the Registrant's registration shall constitute a material breach of the Registrant Agreement and be a basis for cancellation of the Domain Name registration;

x.   Registrar and Registrant acknowledge and agree that, in no event shall the Registrant pursue any claim against SGNIC, and in no event shall SGNIC be liable for any loss, damage or expense (including, without limitation, any direct, special, indirect, incidental, exemplary, punitive, statutory and/or consequential damages, or for economic loss or damages resulting from loss of use, lost profits, lost business revenue or third party damages) arising from or in connection with any breach by Registrar of its obligations under any agreement between Registrar and the Registrant or this Agreement.

4.4   Registrar as agent. SGNIC may during the Term and in its discretion appoint Registrar as its agent for the purposes only of entering into any agreement between SGNIC and the Registrant but only on such form of agreement as may be specified by SGNIC. This appointment shall terminate immediately upon the termination of this Agreement.

5.   Fees

5.1   As a continuing condition of Accreditation, Registrar shall pay all fees including without limitation, the accreditation and Domain Name maintenance fees to SGNIC as follows:

i.   Fees. Registrar shall pay SGNIC all fees and charges relating to its accreditation and renewal of such status as set out in the Schedule of Fees and RPPG (including without limitation, for application for Accreditation, Accreditation, and renewal of Accreditation). SGNIC may at its sole discretion from time to time and at its sole discretion vary any fees referred to in the Schedule of Fees and/or RPPG upon issuing a notice in the manner prescribed in Clause 11.1.

ii.   Payment. Registrar shall pay all fees against invoices presented by SGNIC which shall be due on the dates specified therein. All fees shall be in Singapore Dollars and shall be paid to SGNIC in the manner and within the time period stated by SGNIC. For the avoidance of doubt, Registrar's obligations to pay all applicable fees shall constitute conditions of this Agreement, the breach of which shall entitle SGNIC to terminate this Agreement and revoke the registration of Domain Names.

iii.   Deposit Account. Registrar shall at all times maintain an account with SGNIC with a minimum balance as prescribed by SGNIC from time to time ("the SGNIC Deposit Account"). SGNIC may but shall not be obliged to deduct or set off all fees due from Registrar from this SGNIC Deposit Account. If at any time the balance sum held in the SGNIC Deposit Account falls below the said minimum balance amount, Registrar shall within 3 days thereof deposit such sums as shall be necessary to make up the shortfall. Notwithstanding the establishment of the SGNIC Deposit Account, SGNIC may specify alternative or additional modes of payment.

5.2   Taxes. All amounts and fees referred to in this Agreement payable by Registrar to SGNIC are exclusive of any bank charges, taxes of any and all value added tax, sales tax, goods and services tax, income or withholding tax or any other tax or charges of a similar nature payable with respect to such sum. If Registrar is required under any law, regulation or other government order to deduct or withhold any sum as taxes, levies, duties or any other fee imposed on any amount payable to SGNIC pursuant to this Agreement, the amount payable to SGNIC must be increased by such amount necessary to ensure that SGNIC will receive a net amount equal to the amount which SGNIC would have received in the absence of any such deduction or withholding. Without limitation to the generality of the foregoing, Registrar shall bear any goods and services tax ("GST") payable in respect of any sums due to SGNIC, and the fees quoted in the Schedule of Fees are exclusive of GST.

5.3   For the avoidance of doubt, SGNIC shall be entitled, at its sole discretion, to disclose publicly the fees charged by it to Registrar in connection with any Registrar Services and/or this Agreement.

6.   Covenants, Representations and Warranties of Registrar

6.1   Registrar covenants, represents and warrants as follows at the Commencement Date as well as throughout the duration of the Term:

i.   it has full power and authority to execute, deliver and perform its obligations under this Agreement and no limitation on its powers will be exceeded as a result of its entering into this Agreement;

ii.   the execution, delivery and performance by it of this Agreement and the performance of its obligations under this Agreement have been duly authorised and do not contravene or conflict with:

      (a)   its memorandum and articles of association or other equivalent constitutional documents;

      (b)   any existing law, statute, rule or regulation or any judgment, decree or permit to which it is subject; and

      (c)   the terms of any agreement or other document to which it is a party or which is binding upon it or any of its assets;

iii.   this Agreement is valid, binding and enforceable against it in accordance with its terms;

iv.   no declaration, filing or registration with, or notice to, or authorization, consent, order or approval of, any governmental authority or other Person is required to be obtained or made in connection with or as a result of the execution and delivery of this Agreement by Registrar or the performance by Registrar of the transactions contemplated by this Agreement;

v.   it shall, as at the Commencement Date and at all times during the Term meet and will continue to meet the Minimum Accreditation Requirements;

vi.   <u>Information</u>. All information provided by Registrar to SGNIC on its own behalf, including in connection with its application to be an accredited registrar of SGNIC or otherwise is true and accurate in all respects. All information provided by Registrar to SGNIC on behalf of a Registrant, including in connection with any application for registration of a Domain Name and the registration, transfer, renewal, modification, maintenance or cancellation of a Domain Name registration or any other request or transaction shall be, to the best of the knowledge of Registrar, true and accurate in all respects and is provided in accordance with all applicable laws or the consent of the Registrant.

vii.   <u>Compliance</u>. Registrar has all relevant capacity, expertise, technology and infrastructure to comply with its obligations to Registrants and to SGNIC, including without limitation:

      (a)   processing and maintaining applications for Domain Name registrations and performing the Registrar Services in accordance with this Agreement;

      (b)   providing and maintaining systems that are secure and capable of meeting quality of service standards which SGNIC may prescribe from time to time, maintaining the confidentiality and security of Registrant information, and encryption and authentication of communications between Registrar and the SRS;

      (c)   ensuring that its organisation has sufficient qualified staff to handle at all times all Registrar Services promptly and in accordance with any quality of service specifications SGNIC may from time to time specify; and

      (d)   providing and maintaining a reliable data archival, backup and disaster recovery system and database at all times.

6.2   Registrar hereby represents and warrants to and undertakes with SGNIC that all statements of fact and all warranties and representations in this Agreement and in the Schedules hereto are full, complete and accurate and will be fulfilled at all times from the Commencement Date, and will be true and correct as though repeated on each day thereafter, down to the expiry of the Term in all respects with reference to the facts and circumstances existing on each such day. Registrar agrees and undertakes to promptly notify SGNIC in writing of any change in circumstances which may result in Registrar being unable to meet the aforesaid warranties.

7.   Confidentiality

7.1   <u>Registrant Information</u>. Registrar agrees that personal information relating to any Registrant which it may obtain in the course of processing any Domain Name registrations shall only be used for the reasonable purposes of the operation of the SRS, or as a Registrant may consent in its agreement with Registrar. Without prejudice to the generality of the foregoing, Registrar shall not without the prior written consent of the Registrant reveal or sell such information to any third parties.

7.2   <u>SGNIC Confidential Information.</u> Registrar shall at times retain in confidence, and shall not without the prior consent of SGNIC disclose to any third party or otherwise use any and all SGNIC Confidential Information (as hereafter defined), but nothing herein shall prevent disclosure by Registrar of any such information in compliance with a legal requirement of a government agency or otherwise where disclosure is required by compulsion of law, but only to the extent necessary to comply with such requirement, and Registrar shall provide SGNIC at least ten (10) Business Days' prior written notice of such disclosure, specifying any applicable exception(s) and circumstances relating thereto.

7.3   For the purposes of this Agreement, "SGNIC Confidential Information" means information marked or otherwise identified in writing by SGNIC as proprietary or confidential or which, under the circumstances surrounding the disclosure, ought to be regarded as proprietary or confidential, and includes without limitation, any transmission, security or other protocols which SGNIC may adopt in connection with the operation of the SRS, but does not include information which Registrar can to the reasonable satisfaction of SGNIC, demonstrate to be information that (i) Registrar has developed independently; (ii) was known to Registrar prior to its being disclosed by SGNIC; or (iii) is publicly available or is received from a source other than SGNIC, and in all cases other than by a breach of an obligation of confidentiality and through no fault of Registrar.

8. Intellectual Property Rights

8.1   <u>Registrar License.</u> Subject always to the due and timely performance by Registrar of its obligations pursuant to this Agreement, SGNIC grants Registrar a non-exclusive, non-transferable revocable licence during the Term: (a) to provide hyperlinks on Registrar's website to access the SGNIC website solely in accordance with the terms of this Agreement and subject to any terms prescribed by SGNIC governing such website; (b) solely in connection with such hyperlinks, to use the Licensed Materials; and (c) to designate itself as an "SGNIC Accredited Registrar" on its website as set out in Schedule 2 to this Agreement.

8.2   <u>Use</u>. Registrar agrees not to alter, copy, modify or otherwise change the Licensed Materials in any way whatsoever. Other than for the purpose of establishing a hyperlink from Registrar's website to SGNIC's website, as provided in Clause 8.1 herein, Registrar will not make use of any Licensed Materials without first obtaining SGNIC's prior written consent. Registrar shall not use the Licensed Materials in any manner that is disparaging to or otherwise undermine public confidence in SGNIC in any way whatsoever.

8.3   <u>SGNIC License.</u> Registrar grants to SGNIC a non-exclusive, non-transferable and revocable licence to utilize Registrar's company name, logo trade name(s) and trade mark(s) for purpose of advertising, marketing, promoting and publicising Registrar Services provided by Registrar.

8.4   Save as expressly provided in this Clause 8, all rights, title and interest in and to the Licensed Materials, the SRS, protocols, systems, information or materials which SGNIC may permit Registrar to use or access shall remain vested solely in SGNIC and/or its licensors as the case may be. Any use by Registrar of the Licensed Materials and any benefit (including any rights of goodwill) accruing by its use thereof or on account of its Accreditation will ensure solely to the benefit of SGNIC.

9. Term, Termination and Suspension

9.1   <u>Term</u>. Unless earlier terminated at law or in accordance with this Agreement, this Agreement shall be deemed to commence as of the Commencement Date and expire on the Expiry Date.

9.2   <u>Extensions/Renewals.</u> The Term of this Agreement may upon its expiry be successively extended for a further term of the Extension Term, provided always that:

     i.   Registrar has given SGNIC written notice of its desire to so extend the Term not less than six (6) months prior to the expiry of the Term;

     ii.   At the time notice of extension is given and at the date of extension, Registrar is not in default of any provision of this Agreement;

     iii.   If required by SGNIC, Registrar agrees to execute SGNIC's then current form of Registrar Agreement (which agreement shall supersede this Agreement in all respects), together with such other documents, undertakings and/or releases as SGNIC may require; and

iv.	Registrar agrees to such other terms and conditions as SGNIC may require in connection with the extension (including the payment of any fee).

9.3	<u>Termination Due to Dissolution, Bankruptcy, etc.</u> In the event that either party ceases or threatens to cease to conduct business, becomes or is declared insolvent or bankrupt, makes an assignment for the benefit of its creditors, becomes the subject of any judicial or administrative proceeding or appointment of a receiver, judicial manager or any similar officer relating to its insolvency, liquidation, re-organisation, bankruptcy or protection of creditor's rights or enters into any agreement for the composition, extension or re-adjustment of all or substantially all of its obligations then the other party may immediately terminate this Agreement by giving seven days written notice to the other party.

9.4	<u>Suspension and Termination of Registrar.</u> SGNIC may in its sole discretion by giving notice thereof to Registrar, and without prejudice to any of its rights or remedies at law, terminate this Agreement (such termination to be effective on the date specified by SGNIC in the notice) or suspend Registrar's Accreditation in respect of one or more or all Accredited Domains for such time period, all as SGNIC may determine, in the event that:

i.	Registrar provides false or misleading information to SGNIC;

ii.	Registrar fails to pay when due any amount payable to SGNIC under this Agreement or fails to maintain the prevailing minimum balance in its SGNIC Deposit Account;

iii.	Registrar breaches any term of this Agreement (including, without limitation and for the avoidance of doubt, any term of the RPPG, SDRP or the Code of Practice) and if such breach is capable of remedy, fails within 7 days after the receipt of a written notice from SGNIC to remedy such breach;

iv.	Registrar fails to meet the Performance Objectives within the periods specified therefor;

v.	Registrar or any partner, director, officer or controlling shareholder of Registrar engages in any conduct or practice that in the reasonable opinion of SGNIC is detrimental or harmful to the good name, goodwill or reputation and trade marks of SGNIC or the SRS, and Registrar continues, repeats or fails to cease and desist from, such conduct to SGNIC's satisfaction within 7 days after SGNIC gives written notice of such conduct to Registrar or such additional period as may be stated in the notice;

vi.	Registrar requests any transaction with respect to a Domain Name registration which has not been authorized by the Registrant of the Domain Name;

vii.	Registrar disrupts or abuses the SRS, as determined by SGNIC in its sole discretion including without limitation engaging in advertising or makes representations to the public or other behaviour which SGNIC determines are false, misleading or detrimental to SGNIC, the SRS, or any Registrant, registrar or third party;

viii.	in the sole opinion of SGNIC there is a substantial change (from the time Registrar submits its application to SGNIC to be an accredited registrar) in the organisation or shareholding of Registrar, including without limitation changes arising in connection with the merger of Registrar with another party or the acquisition of Registrar by a third party or vice versa or any restructuring of Registrar, or where Registrar purports to assign or transfer any part of this Agreement without the prior consent of SGNIC;

ix.	where Registrar is also a Registrant, Registrar applies to register a Domain Name as agent for, or on behalf of, a third party in any manner whatsoever which contravenes this Agreement. Notwithstanding the aforesaid, nothing in this provision shall prevent Registrar from entering into an arrangement with a third party to register a Domain Name as agent for, or on behalf of, such third party without contravening this Agreement;

x.	SGNIC is no longer the exclusive authority designated by the Singapore government to operate the SRS;

xi.	Registrar does not agree to any amendments to this Agreement as required by SGNIC pursuant to this Agreement;

xii.	Registrar fails to comply with any of its obligations set forth in Clause 3.1 within the times stated therein;

xiii.	Registrar fails to meet the deadline set out in Clause 2.3 above.

9.5 <u>Termination by Notice.</u> Either party may terminate this Agreement at any time by giving 6 months' prior written notice to the other party.

9.6 <u>Integrity of SRS.</u> SGNIC may, in its sole discretion following procedures SGNIC deems appropriate from time to time, stop processing requests of Registrar for the registration of Domain Names or the transfer, modification, renewal or cancellation of Domain Name registrations and other requests for such temporary periods of time as SGNIC may determine in the event that SGNIC considers that such action is necessary to comply with the law, resolve any technical problems of the SRS or preserve and protect the integrity, rights and interests of any of SGNIC, any Registrant, Registrar, any other registrar and/or any other Person.

9.7 <u>Suspension of Activities by Registrar.</u> Registrar may not suspend any of its Registrar Services without the written consent of SGNIC and if such a request to suspend is made to SGNIC, Registrar shall provide reasons regarding the suspension.

9.8 <u>Obligations to Notify Registrants.</u> In the event that Registrar is suspended, its accreditation is removed, or this Agreement expires or is terminated in accordance with the provisions of this Agreement:

    i. Registrar shall immediately give notice to the Registrants for whom Registrar maintains any Domain Name registration of such suspension, expiration or termination, as the case may be;

    ii. SGNIC shall post notice of such suspension or termination on its website and may, if it deems appropriate, give notice to the Registrants for whom Registrar maintains any Domain Name registration of such suspension, termination or expiry, as the case may be;

    iii. Registrar shall take all actions necessary to preserve the rights of its Registrants; and

    iv. Registrar shall expeditiously provide all information and assistance necessary to ensure a timely transfer of each of its Registrant's Domain Names to a new SGNIC Accredited registrar, and comply in all respects with the procedure prescribed in the RPPG for such transfers;

9.9 <u>Effect of Suspension.</u> Upon the suspension by SGNIC of Registrar, Registrar shall cease to provide Registrar Services to Registrants until SGNIC gives notice to Registrar that Registrar's Accreditation has been reinstated. During such period of suspension:

    i. SGNIC may disable any passwords or other security measures that permit a registrar to establish a connection to the SRS and suspend access of the Registrar to the SRS;

    ii. SGNIC may reject some or all transactions requested by Registrar including any applications for registration of a Domain Name or any modification, transfer, renewal or cancellation of a Domain Name registration and may (and at Registrar's cost) either by itself or through another registrar which it may appoint take over the Registrar's administration thereof and/or require that the Registrar enter into arrangements acceptable to SGNIC to do so;

    iii. Registrar shall preserve the integrity of its databases relating to the Domain Names registered through it, not make any changes thereto, and further comply with all of SGNIC's directions in connection with any Domain Names, the said database and all records and/or information relating thereto;

    iv. SGNIC may (but shall not be obliged) and at Registrar's cost either by itself or through another registrar which SGNIC may appoint take over any or all transactions relating to any or all Domain Names of which the Registrar is the registrar of record, but Registrar shall not be relieved of its obligations in connection with any and all such transactions not so taken over; and

    v. Registrar shall cease to use, directly or indirectly, in advertising or in any other manner whatsoever, Licensed Materials hereunder or any similar marks or names, and shall cease and remove all references to itself as an "SGNIC Accredited Registrar";

For the avoidance of doubt, the suspension of the Registrar shall not affect nor prejudice any of SGNIC's rights to terminate this Agreement (whether in accordance with the terms hereof or at law), and whether on account of the same or different grounds upon which Registrar was suspended, nor would such suspension affect or prejudice SGNIC's remedies against Registrar.

9.10 Upon the expiry or termination of this Agreement for any reason whatsoever then Registrar shall cease to provide Registrar Services to Registrants and in addition to the rights of SGNIC set forth in Clauses

9.8 and 9.9 (which shall also be deemed to apply in the event of such a termination), the following shall also apply:

Post-Termination Rights of SGNIC

i.   SGNIC may disable any passwords or other security measures that permit a registrar to establish a connection to the SRS and terminate Registrar's access to the SRS and cease accepting further transaction requests from Registrar;

ii.   SGNIC may (and at Registrar's cost) either by itself or through another registrar which it may appoint take over any or all transactions relating to any or all Domain Names of which the Registrar is the registrar of record and/or require that the Registrar enter into arrangements acceptable to SGNIC to do so;

iii.   SGNIC may (and at Registrar's cost) either by itself or through another registrar which it may appoint take over administration or processing of any transaction previously handled by Registrar, including any applications for registration of a Domain Name or any modification, transfer, renewal or cancellation of a Domain Name registration then pending or unprocessed and/or require that the Registrar enter into arrangements acceptable to SGNIC to do so; and

iv.   after deducting any amounts payable by Registrar to SGNIC under this Agreement including any applicable taxes, SGNIC shall not be obliged to refund to Registrar any fees (including those for accreditation and maintenance) or part thereof already paid by Registrar under Clause 5 herein.

Post-Termination Obligations of Registrar

v.   Registrar shall cease to hold itself out as a registrar of SGNIC;

vi.   Registrar shall within 14 days of the termination or expiry of this Agreement effect the transfer of all Domain Names registered through it, as well as all databases and records and/or information relating thereto to SGNIC or another registrar accredited by SGNIC therefor or if SGNIC issues any directions in connection therewith, comply with such directions, and bear any and all costs relating to such transfer or the compliance with such directions;

vii.   Registrar shall not provide or offer to provide or state or imply that it is authorized to provide any Registrar Services;

viii.   Registrar shall pay any outstanding amounts payable by Registrar to SGNIC under this Agreement including any applicable taxes;

ix.   Registrar shall cease to use, and shall not at any time in the future use, directly or indirectly, in advertising or in any other manner whatsoever, any Licensed Materials or any marks or names similar thereto, and shall cease and remove all references to itself as an "SGNIC Accredited Registrar";

x.   Registrar shall at Registrar's cost and expense, forthwith deliver to SGNIC everything in Registrar's possession or control, including, without limitation, all stationery and other materials referring in any way, and remove from its websites all references, to SGNIC or bearing or displaying any Licensed Materials or marks or names similar thereto;

xi.   Registrar shall relinquish possession of and deliver to SGNIC all copies of all material of every nature and character which has been received by Registrar from SGNIC;

xii.   Registrar shall take all necessary action to preserve and/or not prejudice the rights of its Registrants;

xiii.   Registrar shall continue to perform and observe those of its covenants and obligations which survive termination or contemplate or are capable of operation after termination, and accordingly, all such provisions shall continue in full force and effect after termination or expiration of this Agreement, including in particular but without limitation, Clauses 9 to 11 (both inclusive); and

xiv.   Registrar shall do all such acts and things and execute such documents as SGNIC shall require in connection with Registrar's cessation of use of the SRS and other software, documents or materials provided by SGNIC under this Agreement or any translation, adaptation, modification or transliteration thereof, and assign ownership of all domain names and

websites operated pursuant to this Agreement to SGNIC without any compensation as SGNIC may require.

9.11   Entry. In the event Registrar fails to comply with the provisions of Clause 9.10, SGNIC shall have the right to enter upon the premises of Registrar as well as to access the Registrar's computer systems and records (and the Registrar shall in this connection provide all necessary passwords and access codes) during normal business hours and remove all such materials referred to in Clauses 9.10ix to 9.10xi without liability to Registrar and Registrar shall reimburse SGNIC for any reasonable costs and expenses incurred in connection therewith, including reasonable solicitors' fees.

10.   Limitations on Warranties, Conditions, Liability; Indemnification

10.1   Limitation on warranties and conditions. SGNIC does not make and expressly disclaims any representation, warranty or condition, whether oral or written, express or implied, statutory or otherwise, including, without limitation, any warranty or condition of quality or fitness for a particular purpose or non-infringement or that the SRS will be available at all times during the Term or in respect of the functionality, freedom from bugs or viruses, compatibility or interoperability of the SRS or the systems accessed by Registrar and/or Registrants or with respect to the security of the SRS or any systems accessed by Registrar and/or Registrants, including without limitation, those provided by third party software, hardware, Internet and/or telecommunications or other service providers or otherwise with respect to the services provided hereunder including without limitation those services relating to the SRS and its operation.

10.2   Limitation of liability. Save only in respect of liability for death or personal injury arising on account of negligence, SGNIC's aggregate liability to Registrar, related to and in connection with this Agreement, whether for liability in contract, tort or otherwise, shall be limited to the amount of S$500. Under no circumstances, whether as a result of breach of contract, tort liability (including negligence) or otherwise, shall SGNIC or its directors, officers, employees, agents and representatives be liable to Registrar for any special, indirect, incidental, exemplary, punitive or consequential damages or for loss or damage resulting from loss of use, lost business revenue, lost profits or third party damages arising out of and in connection with this Agreement howsoever arising.

10.3   Indemnity. Registrar agrees to indemnify and save SGNIC and its contractors, agents, employees, officers, directors, members, affiliates and assigns harmless from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, lawsuits, penalties, costs and expenses (including, without limitation, reasonable legal and other related costs) arising out of or in connection with this Agreement howsoever arising including without limitation arising out of or in connection with Registrar-Registrant Agreement.

11.   General Terms

11.1   Notices. Any notice, document, request, waiver, consent or approval shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post, facsimile (and additionally, in the case of notices issued by SGNIC, via electronic mail) to the party to which it is required or permitted to be given, and at such party's address set forth below, or such other address as may have been communicated in writing to the other party or otherwise agreed:

To SGNIC

SINGAPORE NETWORK INFORMATION CENTRE (SGNIC) PRIVATE LIMITED

Postal Address: 8 Temasek Boulevard #14-00 Suntec Tower Three Singapore 038988

Fax: [insert]

To Registrar

[Insert Registrar's name]

Postal Address: [insert]

Fax: [insert]

Email: [insert]

Notwithstanding the foregoing, (a) any notice issued by the Registrar to SGNIC (i) alleging any claim, breach or dispute relating to this Agreement, or (ii) in connection with the exercise by Registrar of any right of termination under this Agreement, and (b) any notice of arbitration, must be issued in writing and delivered by hand or by prepaid registered post to the address of the relevant party as set forth above or its prevailing registered address, and in addition, marked for the attention of the following parties (and not otherwise):

To SGNIC: For the attention of the General Manager

To Registrar: For the attention of [the Managing Director]

Notices sent by prepaid registered post shall be deemed to have been received on the second working day after the date of posting. Notices delivered by hand or sent by electronic mail or facsimile shall be deemed to have been received on the first working day following the date the same is sent (but in the case of fax messages, but only if a transmission report is generated by the sender's fax machine confirming that the fax was successfully transmitted in full to the number indicated above, and in the case of electronic mail, no notice of delivery failure is received by the sender). In addition, SGNIC may in relation to any amendments to the RPPG, SDRP or other documents relating to this Agreement give notice to Registrar thereof by posting a notice to such effect on its website at http://www.sgnic.sg, and such notice shall be deemed to have been duly given or made as of the date on which the notice has been posted on SGNIC's website.

11.2 Amendment of Agreement (including Schedules, RPPG and/or SDRP). SGNIC shall have the right, at any time and from time to time to amend this Agreement (including but without limitation the Schedules, RPPG and SDRP), as well as any policies or guidelines it may prescribe. Any such amendment will be binding and effective on Registrar 30 days after SGNIC gives a written notice of such amendment to Registrar, or SGNIC posts the amendment or amended version of the relevant document on its website in accordance with Clause 11.1.

11.3 Time of Essence. Time shall be of the essence of this Agreement in respect of Registrar's obligations.

11.4 Successors and Assigns.

i. Subject to this Agreement, this Agreement will enure to the benefit of, and be binding on, the parties and their respective administrators, executors, successors and permitted and qualifying assigns. SGNIC may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. SGNIC shall provide Registrar with 30 days prior written notice of any such assignment or transfer. Registrar shall not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement without the prior written consent of SGNIC.

ii. An accredited registrar shall seek prior written approval from SGNIC pursuant to this Agreement before it may transfer its accreditation to a new or different entity. In any event, such new or different entity, if it is not already an accredited registrar of SGNIC, shall apply to SGNIC for the accreditation as SGNIC registrar. In the absence of such approval, any such purported transfer shall be void.

11.5 Subcontract. SGNIC may employ sub-contractors to perform this Agreement or part thereof upon 30 days' written notice to Registrar. Registrar may employ sub-contractors to perform this Agreement or part thereof with the prior written consent of SGNIC provided at all times Registrar shall remain liable to SGNIC for its obligations herein as if they were performed by Registrar.

11.6 Independent Contractors. The legal relationship between SGNIC and Registrar is that of independent contractors. Save only for Clause 4.4, under no circumstances shall this Agreement be construed to create a partnership, agency or joint venture between SGNIC and Registrar. In providing Registrar Services, Registrar acknowledges that it is not selling services on behalf of SGNIC. Registrar agrees and acknowledges that SGNIC has no obligation to, and will not, provide significant assistance in, or exercise significant control over, Registrar's method of operation of its business, except as reasonably necessary or desirable for SGNIC to ensure compliance with Registrar's obligations pursuant to this Agreement, the RPPG and SDRP, the standards imposed thereby and the integrity of the SRS.

11.7 Entire Agreement. This Agreement (including the RPPG and SDRP which are incorporated by reference herein and any Schedules attached hereto) constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There is no condition, warranty,

representation or other agreement between the parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

11.8 <u>Waiver</u>. A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

11.9 <u>Severability</u>. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

11.10 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

11.11 <u>Governing Law and Jurisdiction</u>. This Agreement will be governed by and construed in accordance with the laws of Singapore.

11.12 <u>Arbitration</u>. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.

11.13 <u>Force Majeure</u>. If, as a result (in whole or in part) of Force Majeure either party fails to perform or comply with any of its obligations under this Agreement, such failure will not constitute a default under or breach of this Agreement or give rise to any liability. The time for performing or complying with the obligation in question will be extended by a period equal to the period during which the Force Majeure operates to prevent (in whole or in part) compliance. The party whose performance is affected by the event of Force Majeure will promptly give notice to the other party of the occurrence of any Force Majeure which prevents performance or compliance with an obligation under this Agreement.

11.14 <u>Remedies</u>. The rights and remedies of SGNIC under this Agreement are cumulative and no exercise or enforcement by SGNIC of any right or remedy hereunder shall preclude the exercise or enforcement by SGNIC of any other right or remedy hereunder or to which it is otherwise entitled by law to enforce.

11.15 <u>Third Parties</u>. The parties herein agree that a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Cap 53B to enforce any of the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED BY	)	
	)	
[insert name]	)	
	)	
For and on behalf of	)	
SINGAPORE NETWORK INFORMATION	)	_____
CENTRE (SGNIC) PRIVATE LIMITED	)	
(Company Registration no. 199704146E)	)	
	)	
IN THE PRESENCE OF	)	
	)	
[insert name of witness]	)	_____

SIGNED BY	)	
	)	
Name: [insert name]	)	
	)	
For and on behalf of	)	
[Insert Registrar's Name]	)	_____
(Company Registration no. [insert number])	)	
	)	
IN THE PRESENCE OF	)	
	)	
[insert name of witness	)	_____

SCHEDULE 1

ACCREDITED DOMAIN CATEGORIES

Registrar shall be accredited during the currency of this Agreement in respect of the following domain name categories, subject always to this Agreement (and including without limitation the RPPG) and any insertions and/or deletions as SGNIC may from time to time prescribe:

[.sg

.com.sg

.org.sg,

.net.sg

.edu.sg

.per.sg]

SCHEDULE 2

USE OF ACCREDITATION LOGO

1.   Subject to the terms of the Agreement, SGNIC permits Registrar to use the form of the logo designated below (**"Logo"**) to designate itself as an SGNIC Accredited Registrar:

SGNIC Accredited Registrar

2.   No modification or editing of the Logo is allowed except for the purposes of resizing.

3.   For the purposes of reproducing the Logo, the width of the Logo shall not be less than 3cm size.

4.   When resizing the Logo, the width of the Logo shall be proportionate to its height.

5.   SGNIC consents for the Registrar to hyperlink the Logo to SGNIC's web site.

SCHEDULE 3

CODE OF PRACTICE FOR REGISTRARS

Part A: Industry Conduct

1. Registrars shall:

    (a) operate in good faith and according to the RPPG and other established standards, practices and rules as may be prescribed by SGNIC from time to time;

    (b) promote confidence of registrants and other users of domain names;

    (c) maintain fair and open competition;

    (d) advance the reputation and standing of the domain name industry; and

    (e) uphold the integrity and image of Singapore's Domain Name Registry.

Part B: Market Conduct

1. Registrars shall:

    (a) not register domain names on their own behalf for the purpose of preventing any legitimate domain name registration.

    (b) only register or renew a domain name at the request of a domain name Registrant.

    (c) not register or renew domain names in advance of a request from a Registrant for the purpose of restricting a competitor from registering the domain name on behalf of a Registrant, or for the purpose of later offering the domain name to the Registrant.

    (d) provide stand-alone registration service. If Registrars provide bundled services to its customer, they must specify the price of stand-alone registration service.

    (e) not solicit nor represent to any person that the Registrar enjoys access to the SRS that is superior to that of any other accredited registrars.

Part C: Registrant Contact

1. Registrar shall:

    (a) not send out a renewal notice for a specific domain name to a Registrant, or any communication that might reasonably be construed by the Registrant to be a renewal notice, unless the Registrar is the registrar of record for that domain name in the SRS Database.

    (b) take reasonable measures to advise the Registrant of the need to renew their domain name at least thirty (30) days prior to the expiry date.

2. Registrant Information

    Registrars must fully disclose to the Registrant the following minimum level of information:

    (a) Identification of the Registrar, including:

        (i) the legal name of the business and the name under which the business trades;

        (ii) address of the registered office or principal place of business; and

        (iii) email address and other electronic means of contact, telephone number or facsimile number and website URL.

    (b) The terms and conditions of the domain name registration; and

    (c) The Registrar's service level agreement, including:

        (i) processing time for domain name registrations;

        (ii) customer support information; and

        (iii) URL link to the RPPG.

3. Complaints Handling

    Registrar shall:

(a)   have in place policies and processes to handle complaints from Registrants. The information should be publicised and should include customers' right to complain and how such complaint can be made.

(b)   deal with complaints within a reasonable timeframe, and must advise complainant of the outcome of the investigations of the complaint. Registrars should also keep SGNIC informed of the statistics of complaints and the outcome of the investigations.

SCHEDULE 4

OPERATIONAL AND TECHNICAL REQUIREMENTS

Part A

Registration of Domain Names

1.   Registrar agrees and shall procure that every application for the registration of a Domain Name (other than applications for registration made directly to SGNIC) shall be made only by Registrar on behalf of its Registrants in accordance with SGNIC's prevailing requirements as may be specified by SGNIC from time to time.

2.   In particular, but without prejudice to the generality of the foregoing, Registrar shall procure that each Registrant agrees to SGNIC's then current form of the Registrant Agreement as amended and supplemented by SGNIC from time to time on SGNIC's website. Registrar shall also ensure that the terms of any Registrar-Registrant Agreement will not be inconsistent with any agreements, agreements or policies relating to Registrants as prescribed by SGNIC from time to time, and agrees that in the event of any conflict or inconsistency as between the same and Registrar-Registrant Agreement, the former shall prevail.

3.   Registrar shall ensure that the Registrant submits all relevant documents for the registration of the domain name at the time of application and ensure that all information in the registration record for a domain name is at all times up-to-date, complete and accurate. Any subsequent updates of registration information must be done through Registrar of record. Where provisional approval of a domain name is granted by SGNIC subject to the decision of other government agencies, SGNIC must be notified of such decision within thirty (30) days of its issuance. SGNIC shall be at liberty to revoke any provisional approval at any time and in its sole discretion.

4.   Registrars may be requested by Registrants providing the necessary documents to update/modify information relating to a Domain Name.

SRS Operation

5.   Registrar shall transmit Domain Name registration information according to the Protocol, as prescribed by SGNIC from time to time.

6.   After the signing of this Agreement, SGNIC will provide to Registrar as soon as reasonably practicable full documentation relating to the Protocol including interfaces to the Protocol and all software relating thereto that will enable Registrar to develop its system to register Domain Names through the SRS. If SGNIC modifies or changes the aforesaid, SGNIC will inform Registrar in writing 30 days before effecting such modification or changes.

7.   Registrar agrees and acknowledges that it has no rights or interest in or to any information relating to any Domain Name submitted by Registrar to the SRS Database for, or registered through Registrar in, each AD for which it is accredited. Registrar agrees and shall procure the agreement of its Registrants that SGNIC may make use of and disclose such data for the propagation of and the provision of authorized access to the SRS. Without prejudice to the generality of the foregoing, upon any change of Registrar of any Domain Name in an AD for which it is accredited, Registrar acknowledges that Registrar taking over shall have the right to access and use the aforesaid data relating to the Domain Name.

Operation of WHOIS

8.   Any Registrar intending to provide a WHOIS service in respect of Domain Names shall at all times ensure the accuracy and reliability of the WHOIS service, and that such services are not used to (a) allow, enable, or otherwise support the transmission by e-mail, telephone, or facsimile of mass, unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; and/or (b) enable high volume, automated, electronic processes that send queries or data to SGNIC or any Accredited registrar.

Part B

Registration Records

1.   During the Term and in the manner prescribed in this Agreement, as part of its registration of Domain Name as to which it is accredited, Registrar shall submit to, or shall place in the SRS Database operated

by SGNIC for the Domain Name the following data elements using the Protocol concerning the Domain Names it processes ("Data Elements"):

(a)   The name of the Domain Name being registered;

(b)   The IP addresses of the primary nameserver and secondary nameserver(s) for the Domain Name;

(c)   The corresponding names of those nameservers;

(d)   Unless automatically generated by the SRS, the identity of Registrar;

(e)   Unless automatically generated by the SRS, the creation and expiration dates of the registration;

(f)   The name (and the NRIC number of the Registrant in the case of a Registrant of a ".per.sg" Domain Name) and postal address, e-mail address, voice telephone number, and (where available) fax number of the Registrant, technical and administrative contacts for the Domain Name;

(g)   Any other data the SGNIC may require to be submitted to it.

2.   During the Term and in the manner prescribed in this Agreement, Registrar shall maintain its own electronic database, as updated from time to time, containing data for each Domain Name registered through it within each AD for which it is accredited. The data for each such registration shall include the Data Elements. In the event of any dispute concerning the time of an entry of a Domain Name registration in the SRS Database, the time shown in SGNIC records shall prevail.

3.   Within 5 days after receiving any updates from the Registrant to the Data Elements for any Domain Name registered through Registrar, Registrar shall submit the updated Data Elements to the SRS Database.

4.   SGNIC may from time to time request resubmission of Data Elements relating to all Domain Names registered via Registrar. In such event, Registrar shall within 10 days of any such request furnish the same to SGNIC in such electronic or other format specified by SGNIC.

SCHEDULE 5

MINIMUM ACCREDITATION REQUIREMENTS

The Minimum Accreditation Requirements to be met by Registrar shall be as set forth below (which requirements may be subject such to modifications and amendments as SGNIC may from time to time prescribe by notice in writing):

(1) Registrar must have, to the satisfaction of SGNIC, the technical ability and all necessary hardware and software to accommodate all of the requirements for its functioning as a registrar, including but not limited to:

      i.   Processing of registration applications, modification, transfer, deletion, renewals and cancellation of Domain Names;

      ii.   Ensuring the confidentiality and security of registration information;

      iii.   Proposing a detailed plan of the security system in creating and maintaining database in respect of the registration of domain names;

      iv.   Performing customer related functions such as billing, etc; and

      v.   Maintaining reliable data backup systems;

(2) As of the Commencement Date, Registrar shall have had not less than six months' experience in the registration of internet domain names within the period of 12 months preceding its application to SGNIC to be an accredited registrar, either as a reseller of a current registrar of SGNIC or as a registrar of other gTLDs/ccTLDs administered by ICANN ("ICANN Accredited Registrar");

(3) Registrar must, to SGNIC's satisfaction, provide and be capable of providing prompt service to Registrants for their registration needs (including responding to queries relating to billing of Registrants) as well as perform its other registration obligations in a timely manner and in accordance with quality of service standards prescribed by SGNIC from time to time. Without prejudice to the generality of the foregoing, Registrar must provide customer and technical support at least during the periods 0900 hrs to 1800 hrs Monday to Friday in Singapore (except public holidays in Singapore) and accessible via a domestic Singapore telephone number, email and a domestic Singapore facsimile number;

(4) <u>Technical Requirements</u>

SGNIC has developed a standard application interface based on XML (Extensible Provisioning Protocol) or other language SGNIC may designate to enable registrars to perform registrations, modifications, registrant transfers, registrar transfers and topping up of accounts held with SGNIC ("SGNIC Registry System" or "SgR2R").

      i.   Registrar is required to provide hardware and software and possess requisite technical skills to enable communication of its systems with the SgR2R, including meeting with the following requirements to SGNIC's satisfaction:

            (a)   Provision of required network information including IP addresses of machines that the Registrar will use to communicate with the SgR2R.

            (b)   Ability to utilise encryption mechanisms for all communications with SgR2R.

            (c)   Comply with SGNIC's security requirements and standards.

            (d)   Proficiency in programming languages and experience in XML data processing

            (e)   Provision for protecting customers' information relating to domain name registrations and for ensuring data integrity;

            (f)   Provision of scalable system architecture to scale according to the predicted growth of the registrar; and

            (g)   Provision of data archival and retrieval systems to protect against loss of registration and customer data.

ii.   Before Registrar is allowed access to SgR2R, it is required to:

        (a)   Successfully complete a test run without any error with SGNIC administrators as stipulated in SGNIC's testing procedures;

        (b)   Register its website URL with SGNIC for SGNIC to display its accredited registrar links; and

        (c)   Provide SGNIC with Super User Contact, Administrative Contact, Billing Contact and Technical Contact.

(5)   If the Registrar is a Singapore registered business entity (including a branch registered in Singapore of an overseas corporation), it should either be an ICANN Accredited Registrar, or meet the following and/or such other requirements as SGNIC may determine:

    i.   Registrar shall have a minimum working capital of S$50,000 for a minimum period of two years preceding the date of application for accreditation to SGNIC and maintain a minimum working capital of S$50,000 throughout the Term;

    ii.   <u>Performance Bond</u>:

        (a)   Registrar shall procure and maintain an on-demand guarantee to the value of not less than S$30,000 in favour of SGNIC drawn on a bank acceptable to SGNIC and in the form set out in Appendix A to this Schedule ("the Bank Guarantee"), provided that such Bank Guarantee need not be furnished or may be withdrawn with the consent of SGNIC if Registrar demonstrates to the satisfaction of SGNIC (including through the production of audited statements) that it has at all times within the preceding two years maintained a working capital of not less than S$50,000 and SGNIC is satisfied, in its sole opinion, that the Registrar is capable of carrying out the Registrar's Services.

        (b)   The Bank Guarantee must be furnished to SGNIC within 30 days of (i) the execution of this Agreement, or (ii) the conditions specified in the foregoing proviso no longer being satisfied. Without limiting the generality of the foregoing, the Bank Guarantee may be called upon by SGNIC to cover any costs incurred or to be incurred in handling and the transfer of Domain Name registrations of Registrants in the event this Agreement terminates or expires as set forth in this Agreement.

        (c)   SGNIC may require the increase of the value of the aforesaid Bank Guarantee upon 30 days' written notice to Registrar and Registrar shall within such period furnish to SGNIC such further guarantee in a form acceptable to SGNIC.

(6)   If the Registrar is not a Singapore registered business entity, Registrar shall as of the Commencement Date and at all times thereafter during the Term be and maintain its status as an ICANN Accredited Registrar.

FORM OF PERFORMANCE BOND

[LETTERHEAD OF APPROVED BANK]

[Date]

To: Singapore Network Information Centre (SGNIC) Pte Ltd
        8 Temasek Boulevard,
        #14-00 Suntec Tower Three,
        Singapore 038988.

WHEREAS

(A)   Pursuant to a Registrar Accreditation Agreement dated **[date of Registrar Accreditation Agreement]** (the **"RAA"**) made between **[name of accredited Registrar]** (the **"Registrar"**) of **[address of Registrar]** and the Singapore Network Information Centre (SGNIC) Pte Ltd (**"SGNIC"**) to be an accredited registrar (**"AR"**) in Singapore, SGNIC has granted an accreditation to the Registrar on **[date of RAA]**.

(B)   The RAA provides that the Registrar is required to provide a guarantee in favour of SGNIC to be an AR of SGNIC.

(C)   We, **[name of approved bank]** (the **"Guarantor"**), agree to provide this unconditional guarantee (the **"Guarantee"**) to SGNIC pursuant to the RAA subject to the terms and conditions herein.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.   In consideration of SGNIC's approval for the Registrar to be accredited by SGNIC to act as a registrar for the second level domain of the Internet domain name system pursuant to the RAA, the Guarantor agrees to provide this unconditional Guarantee to secure the due performance of the Registrar's commitments as stated in the RAA in accordance with the terms and conditions herein.

2.   The Guarantor irrevocably undertakes and covenants to pay in full upon written demand by SGNIC, any sum or sums that may, from time to time, be demanded by SGNIC up to a maximum aggregate sum of **Thirty Thousand Singapore Dollars (S$30,000.00)** (the **"Guaranteed Sum"**) if in SGNIC's sole and absolute opinion, which shall be conclusive for this purpose, the Registrar fails to perform the commitments indicated in the RAA.

3.   Any sum or sums so demanded by SGNIC under this Guarantee pursuant to the terms and conditions hereof shall be paid forthwith by the Guarantor:

        a.   within five (5) business days after the date of receipt of the written demand by SGNIC, failing which the Guarantor shall pay interest to SGNIC at the prevailing prime rate of the Guarantor;

        b.   unconditionally;

        c.   without any deductions whatsoever;

d.   without any enquiry, reference or notice whatsoever to the Registrar or any other party;

e.   without requiring any proof whatsoever that SGNIC is entitled to such sum or sums, or that the Registrar has otherwise failed to meet its commitments indicated in the RAA; and

f.   notwithstanding the existence of any differences or disputes between SGNIC and the Registrar pending before any court, tribunal arbitrator, or any other authority.

4.   Each demand by SGNIC shall be by way of a certificate signed by an authorised officer of SGNIC substantially in the form as set out in Annex A. The authorised officer shall be any person who is appointed as such by SGNIC and shall be subject to such change as may be deemed necessary by SGNIC. SGNIC may not make a demand in any other manner except as expressly provided in this Guarantee.

5.   All payments by the Guarantor to SGNIC shall be by way of a Singapore dollar crossed cheque, drawn on a bank in Singapore and made in favour of the "Singapore Network Information Centre (SGNIC) Pte Ltd".

6.   Any written demand or notice by SGNIC under this Guarantee shall be sent to the Guarantor by hand delivery, courier service or postage prepaid registered mail and shall be deemed received by the Guarantor one (1) business day after the date of such written demand.

7.   For the avoidance of doubt, SGNIC may make more than one demand under this Guarantee so long as the total sums demanded do not exceed Guaranteed Sum. Any payments under this Guarantee by the Guarantor shall reduce the Guarantor's liability under this Guarantee for such amounts accordingly.

8.   The Guarantor shall not be discharged or released from this Guarantee by any arrangement made between SGNIC and the Registrar with or without the Guarantor's consent including but not limited to:

a.   any alteration in the obligations or commitments undertaken by the Registrar; or

b.   any forbearance on the part of SGNIC whether as to amount, time, performance, or any other obligation or commitment undertaken by the Registrar.

9.   For the purpose of this Guarantee, the Guarantor expressly waives any right it may have under law to require that SGNIC proceed against the Registrar or any other party or to take any procedures or steps other than as specified herein prior to proceedings against the Guarantor under this Guarantee.

10.   This Guarantee shall take effect as of the date of the RAA and shall remain in force up to and including three (3) months from the expiry or termination date of the RAA (the **"Guarantee Validity Period"**) ie from [date of the RAA] to [three months after expiry date of the RAA].

11.   Any demand under this Guarantee shall be made before the expiry of three (3) months from the expiry or termination date of the RAA. Thereafter, save to the extent that SGNIC shall have previously made any demand under this Guarantee and the sum so demanded by SGNIC remains outstanding and owing to SGNIC by the Guarantor, all liability under this Guarantee shall cease and this Guarantee shall become null and void notwithstanding that it is not returned to the Guarantor for cancellation.

12.   The Guarantor agrees that it shall not revoke this Guarantee during its currency without SGNIC's prior written consent.

13.   A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of this Guarantee.

14.   This Guarantee shall be governed by and construed in accordance with the laws of Singapore and the Guarantor hereby submits to the exclusive jurisdiction of the courts of Singapore.

For and on behalf of **[name of approved bank]**:

[Signature of authorised officer:]

Name:

NRIC No:

Designation:

FORM OF CERTIFICATE OF DEFAULT
(ANNEX A TO THE PERFORMANCE BOND)

Annex A

CERTIFICATE OF DEFAULT

Date

To: [**name of Guarantor**]
        [**address of Guarantor**]

Dear Sirs

GUARANTEE ON COMMITMENTS OF [NAME OF REGISTRAR]

We refer to the Guarantee dated **[date of Guarantee]**. Terms defined in the Guarantee shall, unless otherwise defined herein, have the same meaning in this certificate of default.

We hereby certify that **[name of Registrar]** has failed to perform the commitments made to SGNIC as indicated in the RAA.

Pursuant to the Guarantee, we now make a demand for the sum of S$[**].

[Insert name of authorised officer of SGNIC]
For and on behalf of
Singapore Network Information Centre (SGNIC) Pte Ltd

SCHEDULE 6

PERFORMANCE OBJECTIVES

The Performance Objectives to be met by Registrar shall be as set forth below (which requirements may be subject such to modifications and amendments as SGNIC may from time to time prescribe by notice in writing):

- Registrar shall have registered not less than 100 new Domain Names within each continuous period of 12 months comprised within the Term.