



REGISTRAR ACCREDITATION AGREEMENT

Between

SINGAPORE NETWORK INFORMATION CENTRE
(SGNIC) PRIVATE LIMITED

And

[NAME OF REGISTRAR]

Dated

[Insert date]

REGISTRAR ACCREDITATION AGREEMENT

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REGISTRAR ACCREDITATION AGREEMENT

This Agreement is entered into on the date specified on the cover page of this Agreement (“Commencement Date”).

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 10 Pasir Panjang Road, #10-01 Mapletree Business City, Singapore 117438 (“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”);

(collectively “Parties”; individually “Party”)

WHEREAS

- A. SGNIC is responsible for the operation and control of the “.sg” top level internet domain name registration system (the “Registry”).
- B. Registrar desires to be accredited by SGNIC as a Registrar.
- C. SGNIC hereby appoints Registrar and Registrar accepts its appointment of accreditation 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 standards for the performance of registration functions, to recognise 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;

Accreditation Requirements means the requirements which must be met by the Registrar for the grant and continued maintenance of its accreditation status. These requirements may be varied by SGNIC from time to time. The current requirements include, but are not limited to, (a) the requirements (which themselves may be modified or amended from time to time) which are as set out in Schedule 2, and (b) those commitments, offers, presentations, proposals, plans and obligations made or stated by the Registrar in its Registrar Accreditation Application.

Accredited Domain or “AD” means a domain category identified in Schedule 1 to this Agreement for which Registrar is accredited by SGNIC to register a Domain Name in that AD in accordance with the terms of this Agreement

Applicant means a person wishing to register a Domain Name with SGNIC;

Confidential Information	has the same meaning as defined under Clause 8.1 below;
Data Elements	is as defined in Schedule 2;
Domain Name	means any internet second-level or third-level domain name ending in .sg, “新加坡” or “சிங்கப்பூர்” and for the avoidance of doubt, includes an IDN;
Domain Name Registration	means a subsisting registration by SGNIC of a Domain Name in its Registry in the name of the Registrant;
Domain Name Registration Agreement or “DNRA”	refers to the agreement between the Registrant and SGNIC governing the registration of the Domain Name;
Fees	means fees that are payable by the Registrar to SGNIC under this Agreement;
Internationalised Domain Name or “IDN”	means a Domain Name which contains one or more non-Latin characters. The different versions associated with an IDN shall be termed as “Variants”;
Licensed Material	has the same meaning as defined under Clause 9.1 below;
Protocols	means the protocols used by SGNIC for its operation of the SRS and as set out in Schedule 2 of this Agreement;
Registrant	means a person who is listed with SGNIC as the registrant of a Domain Name Registration;
Registrar of Record	means the registrar which is listed with SGNIC as the appointed registrar with respect to a Domain Name Registration;
SDRP	means the latest version of the document titled Singapore Domain Name Dispute Resolution Policy as may be revised from time to time;
SGNIC Deposit Account	has the same meaning as defined under Clause 6.2.1 below;
SRS	refers to the Shared Registry System operated by SGNIC for the registration of Domain Names;
Term	has the same meaning as defined under Clause 5.1 below;

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

- (a) References to legislation or to any provision of legislation include references to modifications or re-enactments of, substitutions for (whether under the same or a different name or title), and all statutory instruments issued under, that legislation or provision;
- (b) Words denoting the singular include the plural and vice versa, and words importing a gender include all genders;
- (c) Words denoting individuals may include corporations and vice versa;
- (d) 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;

- (e) References to Clauses and Schedules are references to clauses of and schedules to this Agreement. Headings do not affect interpretation;
- (f) References to documents or agreements (including this Agreement) include references to amendments, novation, replacements and supplementary documents or agreements;
- (g) References to any Party to this Agreement or to any other document or agreement include its successors and permitted substitutes or assigns;
- (h) "Writing" and other similar expressions include all means of reproducing words in a tangible and permanently visible form;
- (i) Derivatives from a word given a certain meaning or interpretation, have a corresponding meaning or interpretation;
- (j) A period dating from a given day or the day of an act or event, is calculated exclusive of that day; and
- (k) A reference to a day commences at midnight Singapore time and ends 24 hours later.

2. Acceptance and Amendment of the Agreement

2.1 **Acceptance of Agreement.** The Registrar acknowledges that it has read, understood and agrees to be bound by the terms and conditions of this Agreement of which the Code of Practice for Registrars and Resellers ("COP") shall form part of the Agreement.

2.2 Amendment of Agreement by SGNIC

2.2.1 SGNIC reserves the right to make amendments to the Agreement and the COP at any time and from time to time. Any amendment will be published at SGNIC's official website (<http://www.sgnic.sg/>) or be given to the Registrar by written notice, or both. The Registrar agrees to periodically review SGNIC's official website for any amendments made to this Agreement and the COP. SGNIC reserves the right to make amendments to the Agreement (including the COP) from time to time.

2.2.2 The Registrar shall be deemed to have agreed to any amendments made to the Agreement and the COP thirty (30) days after their publication at SGNIC's official website or thirty (30) days after SGNIC gives notice of such amendment to the Registrar, whichever shall occur first, unless the Registrar has notified SGNIC of its intention to terminate this Agreement according to Clause 5.3.2(b) of this Agreement.

2.2.3 In the event of any inconsistency between this Agreement and the COP or the SDRP, this Agreement shall prevail.

3. Accreditation of Registrar

3.1 **Conferment and Requirements of Accreditation.** SGNIC shall have sole and absolute discretion in the conferment of any accreditation on the Registrar under this Agreement notwithstanding the Registrar having met all Accreditation Requirements. SGNIC is not obliged to provide any reasons for rejecting any application for registrar accreditation. Such accreditation may be accompanied by conditions stipulated by SGNIC on a case by case basis. Without limiting the foregoing, an example of such condition is that the accreditation pertains only to certain classes or types of Domain Names. Nevertheless, it is a condition for the grant and maintenance of accreditation that the Registrar meets, continues to meet and complies with the Accreditation Requirements. Notwithstanding any other terms in this Agreement, the Registrar shall only be accredited upon receiving notice of accreditation from SGNIC.

3.2 **Registrar Services.** A subsisting accreditation that is not terminated or in suspension shall confer its Registrar the following privileges on a non-exclusive basis ("Registrar Services"):

3.2.1 to apply to SGNIC to register a Domain Name on behalf of any Applicant or to maintain, transfer, modify, renew or delete the registration of any Domain Name on behalf of its Registrant, in accordance with this Agreement but provided always that the Registrar has satisfied itself that the Applicant has complied with the Rules of Registration ("RoR");

- 3.2.2 to access the SRS for purposes in connection with any of the abovementioned applications; and
- 3.2.3 to hold itself out as a Registrar accredited by SGNIC for the offering of services it is permitted to perform according to this Clause 3.2 above.

3.3 **Costs, Fees and Expenses**

- 3.3.1 For the avoidance of doubt, all costs, fees and expenses associated with the Registrar's performance of services permitted under Clause 3.2 above, including without limitation information technology costs incurred to access the SRS, shall be the sole responsibility of the Registrar.
- 3.3.2 The Registrar shall fully disclose, such as by publishing on its website, information relating to the provision of the Registrar Services to Applicants, before transacting with the Applicants. The information must, at the minimum, include the services description, the Registrar's terms of service, fees (e.g. registration fees, renewal fees, post-expiration renewal fees, restoration/reinstatement fees, transfer-in fees and any administrative fees), applicable taxes and refund policies.
- 3.3.3 The Registrar shall not impose any transfer-out fees on any Applicant who requests to transfer any registered Domain Name out of the Registrar's management.

3.4 **Resellers**

- 3.4.1 **Scope.** A Registrar with subsisting accreditation may appoint its own agents to deal with its Applicants or Registrants in connection with the Registrar's provision of the Registrar Services ("Resellers"). Notwithstanding any such appointment by the Registrar, SGNIC reserves the right not to deal with the Resellers.
- 3.4.2 **Representation of Authority.** By appointing the Resellers, the Registrar also represents that each and every Reseller acts with the authority of the Registrar in all aspects under this Agreement, and any breach or default of the Registrar's obligations under this Agreement (including the COP) by any Resellers shall be deemed a breach or default of the Registrar. In the event of a breach or default by any Resellers of the Registrar's obligations under this Agreement, including but not limited to the failure on the part of such Resellers to comply with SGNIC's prevailing rules, policies and guidelines, SGNIC may (without prejudice to SGNIC's rights under this Agreement), at its sole and absolute discretion direct the Registrar to cease the appointment of and/or not to deal with such Resellers.
- 3.4.3 **Agreement between Registrar and Resellers.** The Registrar agrees that its agreements with the Resellers shall:
 - (a) impose substantially the same terms and obligations on the Resellers as those found in Clauses 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.8, 4.1.9, and 11.10 of this Agreement; and
 - (b) contain and permit SGNIC to enforce against the Resellers substantially the same rights that SGNIC has against the Registrar under Clauses 8, 10.3, 10.4 and 11.11 of this Agreement.
- 3.4.4 **Provision of Information.** The Registrar shall, upon SGNIC's request, provide SGNIC with the relevant information as to whether any person or organisation is at the relevant time (as determined by SGNIC) a Reseller of the Registrar. Additionally, the Registrar shall provide SGNIC with the contact details and the full list (and any changes thereto) of its Resellers.

4. Registrar's Obligations

4.1 Throughout the Term of this Agreement or duration of the Registrar's Accreditation, the Registrar shall:

- 4.1.1 **Accreditation Requirements:** meet or exceed the Accreditation Requirements;
- 4.1.2 **Commencing Provision of Registrar Services:** offer the Registrar Services to the public. Further, the Registrar shall attain operational capability to connect to the SRS not later than three (3) months following the Commencement Date or by such other period of time that SGNIC may agree to in writing;
- 4.1.3 **Compliance:** at all times i) implement the SDRP adopted by SGNIC in respect of disputes in domain name registration, and ii) comply with the provisions of Schedule 2, the COP, decisions of any panel constituted pursuant to the SDRP in relation to any Domain Name disputes brought under the SDRP and all applicable laws and regulations. Additionally, the Registrar shall comply with any directions and/or guidelines issued by SGNIC to the Registrar in connection with any Domain Name, including but not limited to the suspension and/or deletion of any Domain Name which has been registered through the Registrar, and/or the provision of Registrar Services within the time periods so specified in the directions and/or guidelines, including but not limited to directions / guidelines from SGNIC that the Registrar is to include any amendments / provisions in their agreements / documents entered into as between Registrar and Registrant(s);
- 4.1.4 **Notification:** immediately give notice to SGNIC of any claim, demand, legal proceedings, investigation or application made by any party in relation to any Domain Name Registration that the Registrar becomes aware of; and promptly give notice to SGNIC of any change in circumstances which may result in the Registrar being unable to meet any of its obligations under this Agreement;
- 4.1.5 **Verification:** abide by any specifications or policies prescribed by SGNIC relating to the verification and periodic re-verification of information associated with a Domain Name Registration and upon becoming aware of any inaccuracy in the information associated with a Domain Name Registration maintained by the Registrar (including without limitation, contact information), promptly notify SGNIC of such inaccuracy and take reasonable steps to investigate and correct that inaccuracy;
- 4.1.6 **Insurance:** have in place a commercial general insurance policy that provides reasonable levels of liability coverage for any act or omission arising out of the Registrar's performance or non-performance of its obligations under this Agreement. The Registrar shall furnish a copy of such insurance policy within 7 days of SGNIC's written request to do so;
- 4.1.7 **Records and Inspections:** i) maintain and preserve adequate records in electronic form relating to its activity as a Registrar, including dates and amounts of all payments and refunds; ii) maintain and preserve adequate records in electronic or paper form, all written communications in connection with any Domain Name Registration or Domain Name Registration Agreement; iii) 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, with the data for such registration including the Data Elements. These records shall be maintained for the Term and for a period of three (3) years thereafter. SGNIC may, by written notice, require the Registrar to make these records available to SGNIC for SGNIC's inspection and to allow SGNIC to make copies of the records. SGNIC may carry out such inspection and/or copying by itself or through its representatives. The Registrar shall cooperate fully with SGNIC or its representatives in connection with such inspection and copying. 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;

- 4.1.8 **Registrar's Agreement with Registrant:** ensure that the Registrar's agreement with the Registrant;
- (a) complies with the terms and principles contained in the COP; and
 - (b) requires the Registrant to affirmatively acknowledge and agree that:
 - (i) on registration of the Domain Name, the Registrant has entered into a relationship with SGNIC; and
 - (ii) the relationship between the Registrant and SGNIC is governed by the DNRA.
- 4.1.9 **Safeguarding SGNIC's Interests:** not engage in, authorise or countenance (whether directly or indirectly) any activity which SGNIC, in its sole and absolute discretion, deems to be designed to undermine or having (or would have) the effect of undermining SGNIC's repute or interests including without limitation SGNIC's business operations and SGNIC's status as the operator of the Registry, or would expose SGNIC to any liability or claim.
- 4.1.10 **Maintenance of Control and Ownership:** notify SGNIC in writing in the event of any change in ownership, organisational control or management of the Registrar, reasonably in advance of such changes. For the avoidance of doubt, the reference to "organisational control" and "management", includes all actual changes (for example those changes which are required to be recorded with Accounting and Corporate Regulatory Authority of Singapore) as well as any effective or *de facto* changes. By way of example only, these may arise 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.

5. Term, Termination and Suspension

- 5.1 **Term.** This Agreement commences on the Commencement Date and shall continue to be in force and effect for a period of three (3) years, unless otherwise terminated as set out in this Agreement (the "Term").
- 5.2 **Extension of Term.** The Registrar may, no later than six (6) months but no earlier than nine (9) months before the expiry of the then current Term, apply to SGNIC for an extension of the Term. SGNIC, in its sole and absolute discretion, may approve or reject the Registrar's application. If approved, the Term may be extended, provided always that:
- 5.2.1 each period of extension shall be determined by SGNIC and the extension period shall not be for a term longer than three (3) years at any time;
 - 5.2.2 the Registrar has made payment of the then current extension fees;
 - 5.2.3 the Registrar is not in default of any provision of this Agreement at any time before the expiry of the then current Term;
 - 5.2.4 the Registrar has performed a web application vulnerability assessment test to assess the security posture of the Registrar's .sg domain name registration web portal and furnished to SGNIC a copy of the final vulnerability assessment test report showing no "high" or "medium" security risk findings in the web application vulnerability assessment test results, of which the final vulnerability assessment test shall be dated no more than twelve (12) months before the expiry of the Term and shall be to SGNIC's satisfaction. The web application vulnerability assessment test(s) shall be performed at the Registrar's own cost and expense and in accordance with such requirements as SGNIC may specify on its official website (at <http://www.sgnic.sg/>) as may be revised from time to time;
 - 5.2.5 without prejudice to SGNIC's right under Clause 2.2 above to amend this Agreement, SGNIC may require the Registrar to execute SGNIC's then current form of this Agreement, which upon execution shall supersede this Agreement in all respects; and

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

SGNIC may at any time rescind its approval in the event that any one or more of Clauses 5.2.2 to 5.2.6 (both inclusive) have not been complied with by the Registrar.

5.3 Termination and Other Remedies of SGNIC

5.3.1 **Termination and Suspension.** SGNIC may in its sole and absolute discretion and option and by giving notice to the Registrar:

- (i) suspend the accreditation of the Registrar for such time as determined by SGNIC; or
- (ii) terminate the accreditation of the Registrar with immediate effect;

in the event:

- (a) the Registrar provides or has provided false or misleading information to SGNIC at any time, including any time before this Agreement is executed;
- (b) the Registrar breaches any term of this Agreement (including the COP), and if such breaches are capable of remedy as determined by SGNIC in its sole and absolute discretion and the Registrar has failed to remedy them within seven (7) days after receiving SGNIC's written notice to do so;
- (c) the Registrar breaches Clause 4.1.10 of this Agreement;
- (d) Registrar purports to assign or transfer any part of this Agreement without the prior consent of SGNIC;
- (e) SGNIC determines in its sole and absolute discretion that not taking any action as set out in this Clause could:
 - (i) put SGNIC in conflict with the requirements of the terms of any notice, order, ruling, decision or judgment of a Court of Singapore, administrative body (including but not limited to the Singapore Police Force) of Singapore or administrative panel setup pursuant to agreements that SGNIC has with Registrants including without limitation the SDRP; or
 - (ii) undermine the integrity of the SRS.
- (f) the Registrar suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 254(2) of the Companies Act (Cap. 50);
- (g) the Registrar commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Registrar with one or more other companies or the solvent reconstruction of the Registrar;
- (h) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Registrar other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Registrar with one or more companies or the solvent reconstruction of the Registrar;
- (i) where the Registrar in its capacity as a Registrant breaches any other agreement with SGNIC applicable to it as a Registrant;
- (j) the Registrar expressly or impliedly authorises a Registrant to breach any other agreement the Registrant has with SGNIC;
- (k) the Registrar suspends its Registrar Services without prior written consent from SGNIC which shall not be unreasonably withheld; or
- (l) SGNIC is no longer the Domain Names administrator as recognised by the Internet Corporation for Assigned Names and Numbers ("ICANN") or its successor (if any) or by the Government of Singapore.

5.3.2 Other Termination

- (a) This Agreement is terminated when the accreditation of the Registrar is terminated by SGNIC.
- (b) Either Party to this Agreement may also terminate this Agreement:
 - (i) by giving seven (7) days written notice to the other Party in the event that the other Party ceases or threatens to cease to conduct business; or
 - (ii) by giving the other Party six (6) months prior written notice in any other cases.

5.3.3 Consequences of Suspension or Termination

During the suspension of the Registrar's accreditation pursuant to Clause 5.3.1 above or after the termination of this Agreement howsoever caused,

- (a) without prejudice to any other remedy that SGNIC may have under this Agreement or at law, SGNIC may:
 - (i) **Disable SRS Access:** employ all necessary measures to disable the Registrar's access to the SRS, including but not limited to disabling passwords or other security measures;
 - (ii) **Reject Services Requests:** reject the processing of requests from Registrar in relation to the Registrar Services set out in Clause 3.2.1 above for such periods as SGNIC may determine or for an indefinite period in the case of termination of Agreement;
 - (iii) **Notify Registrants:** notify the Registrants for whom the Registrar maintains or is in the process of applying for any Domain Name Registration, of the Registrar's suspension or termination as the case may be. Further, SGNIC may also post information regarding the suspension or termination as the case may be on SGNIC's official website;
 - (iv) **Deduct SGNIC Deposit Account:** in the case of termination of this Agreement, deduct any amounts payable by the Registrar to SGNIC under this Agreement from the SGNIC Deposit Account, including without limitation any applicable taxes, and refund the balance. Provided always that any fees, including without limitation, fees for accreditation and maintenance, that are already paid to SGNIC shall not be refunded; and
 - (v) **Retain the Right to Manage Registrants:** appoint another accredited registrar to or by itself, take over the Registrar's administration or take over any or all transactions relating to any or all Domain Names for which the Registrar is the registrar of record and/or require that the Registrar enter into arrangements that are acceptable to SGNIC in compliance with the aforementioned, and at the Registrar's cost.
- (b) the Registrar shall, over and above any other obligation that the Registrar may have in this Agreement,
 - (i) **Notify Registrants:** immediately give notice to the Registrants for whom the Registrar maintains or is in the process of applying for any Domain Name Registration of its suspension or termination, as the case may be;
 - (ii) **Cease to Provide Registrar Services:** cease to provide and cease to hold itself as capable of providing Registrar Services to the public, and for the avoidance of doubt, the license granted to the Registrar by SGNIC under Clause 9.1 below is also revoked;
 - (iii) **Facilitate Transfer of Registrant's Domain Names:** expeditiously provide all information and assistance necessary to ensure a transfer

of each of its Registrant's Domain Names to SGNIC or a new SGNIC accredited registrar within fourteen (14) days of the termination or expiry of this Agreement, including the transfer of all databases and/or records and/or information relating to such transfer and bearing any and all costs relating to such transfer, and comply in all respects with the procedure prescribed in the COP for such transfers;

- (iv) **Comply with COP:** preserve and protect the rights of SGNIC, other accredited Registrars of SGNIC and all Registrants with whom it has business relationships with, which are intended to survive the suspension and/or termination, as the case may be, of the Registrar's accreditation in accordance with the COP;
- (v) **Settle Outstanding Payments:** pay any outstanding amounts payable by Registrar to SGNIC under this Agreement including without limitation any applicable taxes;
- (vi) **Reference to Accreditation:** in the case of termination of this Agreement, 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 Material or any marks or names similar thereto, and shall cease and remove all references to itself as an accredited Registrar of SGNIC; and
- (vii) **Return Confidential Information:** in the case of termination of this Agreement, return by delivering to SGNIC all Confidential Information in its possession or control at the Registrar's own cost and expense.

6. Fees and Payment

6.1 Fees

- 6.1.1 Fees are payable by the Registrar to SGNIC for transactions and services relating to accreditation and Domain Name Registrations as set out in Schedule 3 in Singapore Dollars, and without limitation also other services provided by SGNIC from time to time.
- 6.1.2 SGNIC reserves the rights to (i) vary any of the Fees in accordance with the amendment procedures in Clause 2.2 above, and (ii) disclose publicly the Fees charged by SGNIC.
- 6.1.3 Unless otherwise provided for in Schedule 3, all Fees paid to SGNIC are not refundable.

6.2 Deposit Account

- 6.2.1 The Registrar shall at all times maintain an account with SGNIC with a minimum balance as prescribed by SGNIC from time to time to satisfy the payment of all fees related to the registration of a Domain Name (the "SGNIC Deposit Account"). For the avoidance of doubt, notwithstanding the establishment of the SGNIC Deposit Account, SGNIC may specify alternative or additional modes of payment from time to time.
- 6.2.2 In the event that, at any time, there are insufficient funds prepaid by the Registrar in its SGNIC Deposit Account necessary to pay for any amounts owing, SGNIC may in addition to its other rights and remedies in this Agreement at its sole and absolute discretion and without liability to the Registrar or Registrants, reject all requests and transactions from the Registrar for such time as SGNIC may determine.

- 6.3 **Payment of Fees.** Fees, unless specified otherwise in Schedule 3 are payable at the time the chargeable request or transaction is made. SGNIC may, but shall not be obliged to deduct or set off all fees due from the Registrar from the SGNIC Deposit Account.

- 6.4 **Taxes.** All amounts and fees referred to in this Agreement payable by the Registrar to SGNIC are inclusive of goods and services tax ("GST"), but exclusive of any bank charges, income or withholding tax or any other tax or charges of a similar nature payable with respect to such sum. If the 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, the Registrar shall bear any GST payable in respect of any sums due to SGNIC, and the fees quoted in the Schedule of Fees are inclusive of GST.

7. Representations and Warranties of Registrar

7.1 The Registrar represents and warrants to SGNIC as follows:

7.1.1 **Authorisation.** The Registrar has the power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement, which for the avoidance of doubt includes the COP;

7.1.2 **No Conflict.** The execution, delivery and performance by the Registrar of this Agreement and the performance of its obligations under this Agreement, at all times beginning from the time of application for Domain Name registration until the termination of this Agreement, do not contravene or conflict with:

- (a) the Registrar's memorandum and articles of association or other equivalent constitutional documents;
- (b) any existing law, statute, rule, regulation or any judgment, decree or permit to which the Registrar is subject; and
- (c) the terms of any agreement or other document to which the Registrar is a party or which is binding upon it or any of its assets.

7.1.3 **Information.** All information provided by the Registrar to SGNIC on its own behalf, including in connection with its application for accreditation, extension, its re-accreditation application(s), or otherwise, is true and accurate in all respects. Further, all information provided by the Registrar to SGNIC on behalf of a Registrant, including in connection with any application for registration of a Domain Name and any other transaction request in relation to a Domain Name Registration, to the best of the knowledge of the Registrar, is true and accurate in all respects and is provided in accordance with all applicable laws or the consent of the Registrant. The Registrar agrees and undertakes to notify SGNIC in writing of any change in circumstances which may result in the Registrar being unable to meet the aforesaid representations and warranties.

7.1.4 **Compliance.** The Registrar has the relevant capacity, expertise, technology and infrastructure to comply with its obligations to Registrants and SGNIC, including but not limited to:

- (a) processing and maintaining applications for Domain Name Registrations and performing its obligations 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 its obligations promptly and in accordance with any quality of service specifications SGNIC may from time to time specify and the COP; and
- (d) providing and maintaining a reliable data archival, backup and disaster recovery system and database at all times.

8. Confidentiality

8.1 Parties agree that all information and knowledge relating to each other's business which are marked "Confidential", or with some other words of similar import or which are or should be

reasonably understood to be confidential or proprietary to the Party disclosing, and non-published information stored in their respective systems, except where permitted to do so in this Agreement, will be kept strictly confidential and is not to be disclosed or sold to any third party without the prior written consent of the other ("Confidential Information"). Without prejudice to the generality of the foregoing, Confidential Information includes without limitation any transmission in connection with the operation of the SRS and the Protocols.

- 8.2 Parties agree to protect the Confidential Information with at least the same degree of care as it normally exercises to protect its own confidential information of like character and importance.
- 8.3 The Registrar agrees that SGNIC may publicly disclose any information on the Registrar relating to SGNIC's operation of the SRS and the performance of the Registrar under this Agreement including, without limitation, the standard of Registrar Services it has provided and complaints by its customers.
- 8.4 Parties also agree that Confidential Information may be disclosed by any Party when required to do so in compliance with the law, an order of court, or the rules or regulations of any relevant regulatory or governing body with jurisdiction over the said Party, provided that the Party shall give the other Party at least ten (10) business days written notice prior to the impending disclosure, and shall only disclose such Confidential Information to such extent as is necessary for such compliance, and subject in each case to the Party using its best endeavours to ensure that the recipient of the Confidential Information keeps such information confidential and does not use it except for the purpose for which the disclosure is made.
- 8.5 In the event of an unauthorised disclosure of one Party's Confidential Information by the other Party, the disclosing Party shall inform the other Party of such unauthorised disclosure as soon as practicable.

9. Intellectual Property Rights

- 9.1 **Registrar's Licence.** Whilst the Registrar remains conferred with accreditation which is not in suspension or which has not been terminated, SGNIC hereby grants and the Registrar accepts, a non-exclusive, non-transferable and revocable license to:

- 9.1.1 provide hyperlinks of Domain Names on the Registrar's official website to access the SGNIC official website; and
- 9.1.2 use only trade-marks of accreditation last designated by SGNIC from time to time as per the COP

(collectively the "Licensed Materials")

solely in association with the Registrar's performance under the terms of this Agreement and in the form and manner as prescribed by SGNIC from time to time without any alteration or deviation whatsoever, provided SGNIC's prior written consent is first obtained. For the avoidance of doubt, all rights, title and interest in and to the Licensed Materials, the SRS, protocols, system, information or materials which SGNIC may permit the Registrar to use or access shall remain vested solely in SGNIC and/or its licensors as the case may be. Any use by the Registrar of the Licensed Materials and any benefit, including but not limited to rights of goodwill, accruing by its use thereof or on account of its accreditation will be solely to the benefit of SGNIC.

- 9.2 **SGNIC's License.** For the Term of this Agreement including any periods of extension, the Registrar grants SGNIC a non-exclusive, non-transferable and non-revocable license to use the company names, logos and trade-marks associated with the Registrar as SGNIC in its sole and absolute discretion deems fit for the purpose of advertising, marketing and publicising of the Registrar Services.
- 9.3 **Accreditation Logo.** Registrars with a valid accreditation with SGNIC may use the logo shown in Schedule 4 when marketing their services. However, when using the logo, Registrars are to comply with the stipulations set out in Schedule 4 and such other rules or policies as may

be set by SGNIC from time to time. For the avoidance of doubt, the Registrar's resellers are not permitted to use the said logo.

10. Exclusions, Limitations and Indemnities

10.1 **EXCLUSION OF REPRESENTATIONS, 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 ANY TIMES DURING THE TERM OR IN RESPECT OF THE FUNCTIONALITY, FREEDOM FROM BUGS OR VIRUSES, COMPATIBILITY OR INTEROPERABILITY OF THE SRS TO THE SYSTEMS ACCESSED BY REGISTRAR AND/OR REGISTRANTS OR WITH RESPECT TO THE SECURITY OF THE SRS OR ANY SYSTEMS USED BY THE REGISTRAR AND/OR REGISTRANTS TO ACCESS THE SERVICES PROVIDED BY SGNIC IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THOSE PROVIDED BY THIRD PARTY SOFTWARE, HARDWARE, INTERNET AND/OR TELECOMMUNICATIONS OR OTHER SERVICE PROVIDERS.

10.2 **LIMITATION ON LIABILITY.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SGNIC OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES BE LIABLE FOR ANY LOSS OR DAMAGE, EITHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TERM OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY MISREPRESENTATION, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR UNDER ANY OTHER LEGAL THEORY ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR THE REGISTRAR'S USE OF THE SERVICES AND/OR ANY INFORMATION OR DATA OBTAINED FROM SGNIC (SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF DOMAIN NAME REGISTRATION, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY AND DOWN TIME), EVEN IF SGNIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY CASE, THE ENTIRE AGGREGATED LIABILITY OF SGNIC OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES TO THE REGISTRAR, WHETHER UNDER THE PROVISIONS OF THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO FIVE HUNDRED SINGAPORE DOLLARS (S\$500.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

10.3 **LIMITATION ON SRS.** THE REGISTRAR ACKNOWLEDGES AND AGREES THAT THE SRS (OR ANY PART THEREOF) MAY NOT BE AVAILABLE ALL THE TIME OR BE ERROR FREE OR THAT THE SRS WOULD NOT CAUSE ANY FAILURE OF, INTERRUPTION TO OR DISRUPTION OF THE REGISTRAR'S OWN SYSTEMS. SGNIC SHALL NOT BE LIABLE IN ANY WAY TO THE REGISTRAR WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY FOR ANY LOSS, DAMAGE OR LIABILITY INCURRED OR SUSTAINED BY THE REGISTRAR CAUSED BY OR AS A RESULT OF ANY DEFECT, DEFICIENCY, BREAKDOWN OR FAILURE OF THE SRS, OR THE INCOMPATIBILITY OR UNSUITABILITY OF ANY SOFTWARE OR SYSTEM USED BY THE REGISTRAR IN RELATION TO OR IN CONJUNCTION WITH THE SRS.

10.4 **Indemnities.** The Registrar agrees to defend, indemnify and hold harmless SGNIC and its officers, directors, employees, agents and committee members from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, penalties, costs and expenses (including, without limitation, professional and legal expenses) arising out of or in any way connected with (i) the Registrar's violation of this Agreement howsoever caused, (ii) any agreements between the Registrar and Registrants with respect to Domain Name Registrations, and/or (iii) any acts or omissions of Registrar's Resellers.

11. General Terms

11.1 Notices

11.1.1 All notices, communications, demands, requests, approvals or consents required to be given or made under this Agreement by either Party must be in writing and shall be effective only if personally delivered, sent by pre-paid mail, or sent by facsimile (or in the case of notices issued by SGNIC to the Registrar, by electronic mail) to the last

known addresses of the Parties and marked for the attention of the following specified persons in the following cases:

- (a) where the notice is issued to SGNIC and concerns allegations of any claims or dispute, or the exercise of Registrar's right of termination of this Agreement, the notice must be marked for the attention of SGNIC's General Manager; and
- (b) where the notice concerns arbitration, the notice must be marked for the attention of SGNIC's General Manager or the Registrar's managing director, as the case may be.

11.1.2 Any notices, communications, demands, requests, approvals or consents shall be deemed to be duly given and received:

- (a) if personally delivered, on the following working day of delivery;
- (b) if sent by pre-paid mail from and to addresses within the same country, two (2) working days after the date of posting;
- (c) if sent by pre-paid mail from and to addresses in different countries, five (5) working days after the same is sent;
- (d) if sent by hand or by facsimile, on the following working day, provided a confirmation copy is generated by the sender's facsimile machine; and
- (e) in the case of electronic mail, upon the successful transmission of the electronic mail provided that no notice of electronic mail delivery failure is received by the sender as the case may be.

11.2 **Time.** Time shall be of the essence in respect of the Registrar's obligations under this Agreement.

11.3 **Successors and Assigns.**

11.3.1 Subject to the provisions in 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 the Registrar with thirty (30) days prior written notice of any such assignment or transfer. The 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.

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

11.4 **Subcontract.** SGNIC may employ sub-contractors to perform this Agreement or part thereof upon thirty (30) days' written notice to the Registrar. The Registrar may employ sub-contractors to perform this Agreement or part thereof with the prior written consent of SGNIC provided that the Registrar shall remain at all times liable to SGNIC for its obligations arising from this Agreement as if these obligations were performed by the Registrar itself.

11.5 **Independent Contractors.** The Registrar acknowledges and agrees that the legal relationship between SGNIC and the Registrar is that of independent contractor and that it is not selling services on behalf of SGNIC. Apart from SGNIC appointing the Registrar for the sole purpose of effecting the agreement between SGNIC and the Registrant (and only on such form of agreement as may be specified by SGNIC), under no circumstances shall this Agreement be construed to create a partnership, agency or joint venture between SGNIC and the Registrar. For the avoidance of doubt, the Registrar is not a Data Intermediary (as defined under the Personal Data and Protection Act 2012) of SGNIC and it is incumbent on the Registrar to take all the necessary steps in ensuring compliance with the collection, use and disclosure of

Personal Data (as defined under the Personal Data and Protection Act 2012 (No. 26 of 2012)), if any.

- 11.6 **Entire Agreement.** This Agreement (including the COP), and as amended by SGNIC from time to time, constitutes the entire agreement between SGNIC and the Registrar, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement except as expressly set out in this Agreement.
- 11.7 **Waiver.** A waiver of either Party's right to enforce any provision of this Agreement is not effective unless expressed in writing by the Party to be bound by the waiver. Further, the failure by either Party to enforce at any time the provisions of this Agreement or any rights in respect thereto shall in no way be considered to be a waiver of such provisions, rights, or elections or in any way affect the validity of this Agreement.
- 11.8 **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, it shall be deemed deleted but the validity or enforceability of the remainder of this Agreement shall not be affected.
- 11.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original and all of which taken together will be deemed to constitute one and the same instrument.
- 11.10 **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of Singapore.
- 11.11 **Arbitration.** 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.
- 11.12 **Force Majeure.** Neither Party shall be deemed to be in default for any delay or failure to perform any of its obligations under this Agreement resulting from causes beyond its reasonable control (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). A Party shall notify the other Party promptly of any such circumstances delaying its performance of such affected obligation and shall resume performance as soon as reasonably practicable. Each Party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimise them.
- 11.13 **Remedies.** 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. Without limit to the generality of the foregoing, the Registrar acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Registrar. Accordingly, SGNIC shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.
- 11.14 **Third Parties.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Agreement except and to the extent (if any) where this Agreement provides that such third parties have the rights to enforce this Agreement.

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

For and on behalf of
**SINGAPORE NETWORK INFORMATION
CENTRE (SGNIC) PRIVATE LIMITED**
(Company Registration no. 199704146E)

For and on behalf of
[Insert Registrar's Name]
(Company Registration no. [insert number])

[insert name]
[designation]

[insert name]
[designation]

In the presence of:

In the presence of:

[insert name]

[insert name]

SCHEDULE 1

ACCREDITED DOMAINS

[.sg

.com.sg

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SCHEDULE 2

SPECIFIC ACCREDITATION REQUIREMENTS

The Accreditation Requirements to be met by the Registrar include the following specific accreditation requirements (which themselves may be modified or amended from time to time by SGNIC) set forth below:

- (1) The Registrar must have, to SGNIC's satisfaction, the technical ability and all necessary hardware and software to accommodate all of the following requirements for its functioning as a Registrar of SGNIC, including but not limited to:
 - i. Processing of applications, modifications, transfers, deletions, extensions and cancellations of Domain Name Registrations;
 - ii. Ensuring the confidentiality and security of registration information;
 - iii. Formulating a detailed plan on the security system to be put in place for the creation and maintenance of databases in respect of the Domain Name Registration;
 - iv. Performing customer-related services such as billing, etc;
 - v. Maintaining reliable data backup systems; and
 - vi. Operating domain name systems including hosting of name servers and any other support facilities/applications

- (2) As of the Commencement Date, the Registrar shall have had not less than six (6) months' experience in the provision of the Registrar Services within a period of twelve (12) months preceding its application to SGNIC to be an accredited registrar, either as a Reseller of a current accredited Registrar of SGNIC or as a registrar of other gTLDs/ccTLDs administered by ICANN ("ICANN Accredited Registrar");

- (3) The Registrar must, to SGNIC's satisfaction, provide and be capable of providing prompt service to Applicants and Registrants for their registration needs (including responding to queries relating to billing of Registrants) as well as performing its other registration obligations in a timely manner and in accordance with other quality of service standards prescribed by SGNIC from time to time. Without prejudice to the generality of the foregoing, the Registrar must provide customer and technical support at least during the normal operating hours in its country of operation, via telephone and email. Such contact details and contact information must be displayed clearly on the Registrar's website;

- (4) Technical Requirements

SGNIC has developed a standard application interface based on XML (Extensible Provisioning Protocol) and may develop in other programming languages in the future to enable accredited Registrars to perform transactions relating to Domain Name registrations, modifications, Registrant transfers, and topping up of accounts held with SGNIC ("SGNIC Registry System" or "SgR2R").

 - i. The Registrar is required to possess requisite technical skills and the requisite hardware and software to enable communication of its systems with SgR2R, and this shall include satisfying the following requirements:
 - (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 ensuring data integrity;
 - (f) Provision of scalable system architecture to scale according to the predicted growth in business of the Registrar; and

- (g) Provision of data archival and retrieval systems to protect against loss of customer's data;
 - ii. Before the Registrar is allowed access to SgR2R, it is required to:
 - (a) Successfully complete a test run without any error with SGNIC administrators according to 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) SRS Operation
- i. The Registrar shall transmit and deposit, where appropriate, information regarding Domain Name Registration or an application for a Domain Name Registration (the "Data Elements") to the Shared Registry System ("SRS") in accordance with the protocols stipulated by SGNIC ("Protocols").
 - ii. Within a reasonable period after the execution of this Agreement, SGNIC shall provide the Registrar with the full documentation relating to the Protocols for the sole purpose of providing reasonable assistance to the Registrar to develop its own system to enable electronic communication with the SRS.
 - iii. SGNIC shall have the right to make modifications to the Protocols from time to time. SGNIC shall notify the Registrar of any such modification at least thirty (30) days prior to the implementation of the modification.
 - iv. 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 authorised 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.

Data Elements

- v. The following Data Elements shall be transmitted and deposited, where appropriate, into the SRS database when applying for or maintaining a Domain Name:
 - (a) domain name being applied for or maintained;
 - (b) the names and the Internet Protocol ("IP") addresses of the primary and secondary name-servers associated with the Domain Name being applied for or maintained;
 - (c) creation and expiration dates of registration;
 - (d) contact details of the Registrant including the Registrant's postal and email addresses, telephone number, fax number if available, and the technical and administrative contacts; and
 - (e) any other data that SGNIC may require from time to time for submission.
- vi. All Data Elements shall be valid, current and accurate at the time of transmission and deposit into the SRS database.
 - (a) In the event of any dispute concerning the time of entry of any Data Element into the SRS database, the time stamp for such entry in SGNIC's records shall prevail against all other time stamps or records.

- (b) After the Domain Name applied for is registered, the Registrar shall remain responsible for updating any of the Data Elements in the SRS within five (5) days from becoming aware of any changes in them.
 - (c) SGNIC may from time to time request the Registrar to resubmit some or all of the Data Elements related to some or all the Domain Name Registrations recorded in the Registrar's name in the SRS database. When resubmitting the Data Elements, the Registrar shall do so in the format and/or manner as may be specified by SGNIC. All resubmissions shall be carried out by the Registrar within ten (10) days of SGNIC making the request.
- (6) If the Registrar is a Singapore registered business entity (including a branch registered in Singapore of an overseas corporation), it shall have a minimum working capital of S\$50,000 for a minimum period of two years preceding the date of application for accreditation with SGNIC and maintain a minimum working capital of S\$50,000 throughout the Term.
- (7) If the Registrar is not a Singapore registered business entity, Registrar shall:
- i. as of the Commencement Date be an ICANN Accredited Registrar and at all times thereafter during the Term, maintain its status as an ICANN Accredited Registrar; and
 - ii. have a minimum working capital of S\$50,000 for a minimum period of two years preceding the date of application for accreditation with SGNIC and maintain a minimum working capital of S\$50,000 throughout the Term
- (8) Performance Bond. Additionally, if directed by SGNIC,
- i. The 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 ("Bank Guarantee").
 - ii. The Bank Guarantee must be furnished to SGNIC within 30 days of the execution of this Agreement.
 - iii. The Bank Guarantee may be called upon by SGNIC in the event that the Registrar fails to observe any of the provisions of this Agreement and/or to cover any costs incurred or to be incurred by SGNIC (and specifically in situations where there are costs incurred in handling domain name registrations of Registrants who are left with no registrar if the Registrar goes out of business or loses its accreditation by SGNIC). Any such call on the Bank Guarantee shall be in the form as shown in Annex 1 to Appendix A of this Schedule.
 - iv. SGNIC may require the increase of the value of the aforesaid Bank Guarantee upon thirty (30) days' written notice to the Registrar and the Registrar shall within such period furnish to SGNIC such further guarantee in a form acceptable to SGNIC.
- (9) Performance Objectives During Accreditation
- During the periods the Registrar is accredited, the Registrar shall register not less than 100 new Domain Names within each continuous period of 12 months.
- (10) Security Measures
- i. The Registrar shall use its best endeavours in ensuring that its use of the SRS or any other IT system made available by SGNIC to the Registrar is secured from all unauthorised access and any transmission and that any transmission to or data deposited with the SRS or those other IT systems shall be free of any viruses, Trojan horses, worms, software bombs or any other malware.
 - ii. Without limit to the generality of the foregoing, the Registrar shall implement and/or use security measures or implement security standards in its IT systems, as may be specified by SGNIC from time to time, that are capable of connecting to the SRS and/or SGNIC's other IT systems.

(11) Change of Registrar of Record

- i A Registrant may change its current Registrar of Record for any reason but only if the registered Domain Name has an “OK” or “Expired” status and not a “Hold”, “Transfer Prohibited” or “Pending Transfer” status.
- ii Upon receipt of a Registrant’s request for the password(s) to the registered Domain Name(s) which the Registrant wishes to transfer out from the Registrar, the Registrar shall provide the Registrant with the password(s) within three (3) working days.
- iii In general, where the Registrar is the current Registrar of Record, the Registrar shall permit such change and shall not do or omit to do anything that will prevent or hinder such change. If the Registrar rejects an application by the Registrant to remove the Registrar as the Registrar of Record, the Registrar shall provide the Registrant with a written “Statement of Refusal” stating the Registrar’s reasons for such rejection. A copy of the Statement of Refusal shall also be furnished to SGNIC at the same time when the Registrar provides it to the Registrant, if SGNIC requests for it.

**APPENDIX A
TO SCHEDULE 2**

FORM OF PERFORMANCE BOND

[LETTERHEAD OF APPROVED BANK]

[Date]

To: Singapore Network Information Centre (SGNIC) Pte Ltd
10 Pasir Panjang Road,
#10-01 Mapletree Business City,
Singapore 117438.

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 1. 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**") (i.e. 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:

**ANNEX 1 TO APPENDIX A
OF SCHEDULE 2**

**FORM OF CERTIFICATE OF DEFAULT
(ANNEX 1 TO THE PERFORMANCE BOND)**

Annex 1

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 3

FEES

All the following fees and charges are inclusive of Goods and Services Tax (GST) and are in Singapore currency.

Fee	Description	Amount (S\$)
FEES / CHARGES RELATED TO ACCREDITATION		
Application Fee for Accreditation	A non-refundable fee payable by each Applicant on or prior to submission of the application for accreditation.	S\$1,070
Accreditation Fee	A fee payable by each Registrar upon accreditation.	S\$4,815 for 3 years
Extension Fee for Accreditation	The fee payable by each Registrar prior to the extension of accreditation.	The prevailing amount then charged by SGNIC for each year (or part thereof) of extension.
Initial Deposit with SGNIC	A deposit payable by each Registrar. This amount will be placed in the deposit account designated for use by SGNIC to receive prepayments from the Registrar.	S\$3,000
Performance Bond	A banker's guarantee in the amount specified herein may be required by SGNIC in accordance with Schedule 2 to the Registrar Accreditation Agreement.	S\$30,000
REGISTRATION / RENEWAL / REINSTATEMENT FEES		
Registration Fee	A fee payable by a Registrar upon the approval of an application to register a Domain Name.	S\$16.05 per year for a .per.sg Domain Name S\$32.10 per year for other .sg domain names
Renewal Fee	A fee payable by a Registrar on or before the scheduled expiry of a Domain Name Registration.	S\$16.05 per year for a .per.sg Domain Name S\$32.10 per year for other .sg Domain Names
Reinstatement Fee	A fee payable by the Registrar (in addition to the applicable automatic renewal fee) if a renewal request by the Registrar is processed during the thirty (30) days period of suspension after the scheduled expiry period for a Domain Name Registration. Upon reinstatement and renewal, the new expiry date is 1 year from the date of reinstatement.	S\$16.05 per Domain Name

Note:

All fees and charges listed above are inclusive of Goods and Services Tax (GST) which will be charged at the then prevailing rate and are in Singapore currency.

Goods and Services Tax (GST) will be charged at 0% instead for foreign-based registrars for the Application Fee for Accreditation, Accreditation Fee and Renewal Fee for Accreditation. Any Fees paid to SGNIC are not refundable except in the following situations:

- (a) If a name is deleted before the expiry of the Add Grace Period, which is defined as the first fourteen (14) days following submission to SGNIC of an application to register a new Domain Name. The registration fee may be refunded to the Registrar at SGNIC's sole and absolute discretion and subject to the following exceptions:
 - i. the domain name has been transferred to another Registrar (even if the Domain Name is still within the Add Grace Period).
- (b) If a name is deleted before the expiry of the Renewal Grace Period, which is defined as the first fourteen (14) days following the instruction to SGNIC to renew a Domain Name. The renewal fee may be refunded to the Registrar at SGNIC's sole and absolute discretion and subject to the following exceptions:
 - i. the Domain Name has been transferred to another Registrar (even if the Domain Name is still within the Renewal Grace Period);
 - ii. the Domain Name is renewed via a domain transfer command; or
 - iii. the Domain Name is renewed via a domain reinstatement command.

SCHEDULE 4

ACCREDITATION LOGO



[Caption]

- The Logo depicted above shall be accompanied by a caption – “SGNIC Accredited Registrar”.
- No modification or editing of the Logo (including changing or modifying the colours) is allowed except for the purposes of resizing.
- For the purposes of reproducing the Logo, the width of the Logo shall not be less than 3 cm.
- When resizing the Logo, the width of the Logo shall be proportionate to its height.
- Registrar may hyperlink the Logo to SGNIC's website provided that such hyperlink lands on the homepage of SGNIC's website.