Individualised Access Agreement
For
Downstream Access to SingPost's Bulk Mail Centre
То
Requesting PSO 4
23 October 2009

### INDIVIDUALISED ACCESS AGREEMENT PURSUANT TO SECTION 5.7 OF THE POSTAL COMPETITION CODE

THIS INDIVIDUALISED	ACCESS AGREEMENT is	s made the	day of	Year Two 7	<b>Thousand</b>
and Nine (2009)			-		

#### **BETWEEN**

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

#### **AND**

#### WHEREAS:

- (A) SingPost is the owner and operator of the Postal Facilities and is authorized by its Licence to convey by post between places in Singapore, and between places in Singapore and places outside Singapore whether by land, by sea or by air, all letters and to perform all the incidental services of receiving, collecting, sending, despatching and delivering of all letters subject to various conditions as specified in Schedule A of the Licence granted to SingPost, including the obligation to provide a universal postal service in Singapore.
- (B) The Requesting PSO is authorized by its Licence to provide the postal services for the conveyance of letters not exceeding 500 grammes in weight specified in Schedule A of its Licence (including the incidental services of receiving, collecting, sorting, sending, despatching and delivering letters), subject to various conditions.
- (C) SingPost is under obligations pursuant to the Postal Services Competition Code published by the Authority (the "**Code**") to provide Mandated Services to Requesting PSOs.
- (D) Pursuant to the Code, this Individualised Access Agreement (the "**Agreement**") sets out the terms, conditions and the principles upon which SingPost will provide the Requesting PSO with the Mandated Services under Condition 15 of SingPost's Licence.
- (E) The Parties hereto agree to enter into this Agreement, whereby SingPost will provide the said Mandated Services on the terms and conditions hereinafter set out and the Requesting PSO agrees to receive the Mandated Services.
- (F) The Parties acknowledge that a third party may not rely on this Agreement to obtain similar benefits from either Party.

Page 1 of 75

SingPost	
Requesting PSO	

#### IT IS HEREBY AGREED as follows:

#### 1 DEFINITIONS

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

Access Charges means the charges or rates as set out in Schedule 6;

Annual Report means a periodical published usually on a yearly or half-yearly

basis by a company to inform its shareholders, of management, operational and/or financial performance of the

company or its related corporate entities;

Authority means in relation to SingPost, the Info-communications

Development Authority of Singapore established and constituted under the Info-communications Development Authority of Singapore Act (Cap. 137A) of Singapore, or any governmental or regulatory body which has the responsibility of supervising and/or regulating the postal industry in Singapore

and its licensees thereunder;

Barcoded means, in relation, to Mail, the address of that Mail which has

been printed in accordance with the barcode specification set out in SingPost's Designing Quality Mail Guide, such that it is capable of being read by SingPost's automated Mail

machinery;

Book means a written or printed work with pages bound along one

side including (but not limited to) a work intended for publication and a bound set of blank sheets for writing or

drawing in;

Bulk Mail Centre or ("BMC") means SingPost's Bulk Mail Centre located at 10 Eunos Road

5, Singapore Post Centre (East Entrance), Singapore 408600;

Catalogue means a catalogue of goods, services or other items which

invite purchase from its recipients;

Charges means the Access Charges and such other charges payable

by the Requesting PSO for the Mandated Services as set out

herein;

Code means the Postal Competition Code 2008 issued on 2 May

2008;

Page	2	of	75
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SingPost	
Requesting PSO	

Confidential Information

includes, but is not limited to, all information of a commercial, technical or financial nature relating to the Services and/or the Disclosing Party which is deemed to be unique, secret and confidential, and which constitutes the exclusive property or trade secrets of the Disclosing Party, regardless of form, format or media including without limitation, written, oral or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items;

Credit Facility

means the credit account operated in accordance with clause

**Designing Quality Mail Guide** 

means the guidelines on mail quality published, issued, amended, and/or updated on SingPost's website from time to

Direct Mail

means a Letter consisting solely of advertising, marketing or publicity material and comprising an identical message (except for the addressee's name, address and identifying number and other modifications which do not alter the nature of the message) which is sent to more than one addressee, to be conveyed and delivered at the address indicated by the sender on the Letter itself or on its wrapping;

Disclosing Party

means the Party who discloses Confidential Information to the

Receiving Party;

Effective Date

means XXXXXXX, or such later date as the Parties may agree;

**GST** 

means prevailing tax imposed under the Goods and Services Tax Act (Cap.117A) (the "GST Act");

Homogeneous Mail

has the meaning ascribed thereto in clause 1.4 of Schedule

2A;

**Individualised Access** Agreement or ("IAA")

means an individualised Agreement entered into

by SingPost with a PSO on individual terms, pursuant to the

Code;

Licence

means the licence granted by the Authority under the Postal

Services Act (Cap. 237A);

Letter

means any communication in written form on any kind of physical medium to be conveyed and delivered (otherwise than electronically) to a particular addressee or address indicated by the sender on the Letter itself or on its wrappings, and includes a postal article containing such communication, but excludes any book, catalogue, newspaper or periodical;

Page 3 of 75

SingPost	
Requesting PSO	

Mail

means a Letter and/or Direct Mail as the case may be, in a Posting:

Mandated Services Machineable Mail means the list of services set out in the Appendix of the Code; means Mail that satisfies the standard mail conditions as set out in SingPost's Designing Quality Mail Guide, as may be amended by SingPost from time to time;

Newspaper

includes a newspaper as defined in the Newspaper and Printing Presses Act (Cap.206), which reads "any publication containing news, intelligence, reports of occurrences, or any remarks, observations or comments, in relation to such news, intelligences, reports of occurrences, or to any other matter of public interest, printed in any language and published for sale or free distribution at regular intervals or otherwise, but does not include any publication published by or for the government;

Optical Character Reader or ("OCR")

means, in relation, to Mail, that the address of that Mail has been printed in accordance with the Optical Character Reader specifications set out in SingPost's Designing Quality Mail Guide such that it is capable of being read by SingPost's automated Mail sorting equipment;

Party

means either SingPost or the Requesting PSO as the case may be and "Parties" shall mean SingPost and the Requesting PSO collectively;

Periodical

means a magazine or similar periodical published at regular intervals;

Postage Paid Impression Permit or ("PPI Permit") means the permit allocated by SingPost incorporating the following to be shown on each Mail:

- the design, indicator, mark, impression or other devices; and
- ii) the PPI Permit Number,

Postage Paid Impression Permit Number or ("PPI Permit Number") means the number allocated by SingPost and as indicated in the PPI Permit;

Postal Facilities

means the physical and human resources and systems deployed by SingPost for the purposes of meeting SingPost's obligations under its Licence to provide a universal postal service including for the purposes of this Agreement for access to SingPost's BMC;

Posting Docket

means the document containing the quantities and other details of the Mail which enables SingPost to calculate the Postage payable by the Requesting PSO to SingPost;

Page 4 of 75

SingPost	
Requesting PSO	

Postal Sector Code	means a numeric code allocated by SingPost to identify a geographical area for the delivery of Mail;
Postage	means the amount payable by the Requesting PSO to SingPost in respect of the total amount of Mail items the Requesting PSO hands over to SingPost for posting at the BMC for the conveyance and delivery by SingPost to the relevant addresses, the amount of which shall be stated in SingPost's Posting Docket;
Prohibited Postal Articles	means the list of prohibited postal items as provided under the Postal Services Regulations 2008 as may be amended from time to time;
Receiving Party	means the Party who receives Confidential Information from the Disclosing Party;
Requesting PSO	means the PSO requesting to enter into an Individualised Access Agreement with SingPost.;
Security Deposit	means the deposit in such form as stipulated in clause 8.9 for an amount of Singapore Dollars One Thousand Five Hundred (S\$1,500) or the average month's posting whichever is greater, or such other amount as may be reasonably specified by SingPost from time to time (where applicable);
SingPost's Service Level	means the delivery or attempted delivery by SingPost to the relevant addresses indicated on the Mail after the acceptance of Mail posted at the BMC and within specified delivery targets as specified at Schedule 5;

means in respect of the Mail, an amount representing the administrative charges/fees imposed by SingPost in rectifying

any non-compliance to SingPost's lodgment requirements as may be amended by SingPost from time to time; and

Working Day means Mondays to Fridays, excluding public holidays.

Surcharge

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#### In this Agreement unless the contrary intention appears:

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

#### 2 MANDATED SERVICES

- 2.1 SingPost agrees to supply to the Requesting PSO the Mandated Services on the prices, terms and conditions set out in this Agreement.
- 2.2 SingPost reserves the right to refuse to offer the Mandated Services to any person/firm/company other than a Requesting PSO without having to assign any reason for such refusal.

Page 6 of 75

SingPost	
Requesting PSO	

2.3 It is acknowledged and agreed by the Parties that the treatment of all Mail under this Agreement shall be the same as in the case of ordinary Mail and, in particular, SingPost does not in either case keep detailed records of conveyance or delivery of such Mail.

#### 3 DOCUMENTS FORMING PART OF THIS AGREEMENT

3.1 All Annexes and Schedules attached to this Agreement (as may be amended from time to time by SingPost) shall be deemed to form, and be read and construed as, part of this Agreement. Without limiting the generality of the foregoing, the following Annexes and Schedules shall be deemed to form, and be read and construed as part of this Agreement:

a)	Schedule 1	Postage Paid Specifications	I Impression Permit (PPI) Application and	
b)	Schedule 2	Postage Paid documents:	Impression (PPI) comprising the following	
		A) Postag	ge Paid Impression Domestic PSO Scheme	
		B) Postag Schen	ge Paid Impression Incoming International PSO ne	
c)	Schedule 3	Singapore-Ori	gin non-homogeneous Mail	
d)	Schedule 4	"Handing off" I (P.O.) Box add	Mail with Post Office Iress	
e)	Schedule 5	SingPost's Ser	vice Level	
f)	Schedule 6	Access Charges comprising the following documents:		
		A) Dome	stic PSO Scheme for Mail	
		B) Incoming International PSO Scheme for Mail		
		C) Singapore-Origin non-homogeneous Mail		
		D) "Handing off" Mail with P.O. Box addresses		
		E) Miscel	laneous Charges	
g)	Annexes	Annex 1	Form of Banker's Guarantee	
		Annex 2	Postage Paid Impression Application Form	
		Annex 3	Postal Sector Grouping Sort Plan for Lodging Mail in Pallets	
		Annex 4	Request Form for Late lodgment of Postage Paid Impression (PPI) Mail	

Page 7 of 75

SingPost	
Requesting PSO	

**PROVIDED ALWAYS THAT** in the event of any conflict between the wording, terms and conditions of this Agreement and any matter contained in any Schedules and Annexes, the terms and conditions of this Agreement shall prevail.

#### 4 SCOPE OF AGREEMENT

- 4.1 This Agreement is only for the posting of Singapore-Origin, incoming international Letters and Direct Mail of up to 500 grammes per item with a valid address within Singapore specified by the sender.
- 4.2 All registered articles, insured articles and outgoing international Mail categories (including Letters and Direct Mail), Singapore-Origin and incoming international Periodicals, Annual Reports, Catalogues, Books and Newspapers are excluded.

#### 5 DURATION OF AGREEMENT AND REVIEW

- 5.1 This Agreement shall commence on the Effective Date and, without prejudice to clause 11, shall continue in force until the earlier of:
  - a) The expiry or termination of SingPost's Licence where SingPost is not simultaneously granted another Licence of that type;
  - b) The expiry or termination of the Requesting PSO's Licence where the Requesting PSO is not simultaneously granted another Licence of that type; or
  - c) The termination of this Agreement by a Party in accordance with clause 14 or any other right at law.
  - d) A period of one (1) year from the Effective Date.
  - e) The Parties may, by mutual agreement in writing, extend this Agreement for a further period of one (1) year.
- 5.2 If the Authority reviews and amends the Code at any time, SingPost may review this Agreement and seek the Authority's approval to make such amendments to the Network Access Agreement and this Agreement as it considers necessary or desirable in accordance with clause 22.

#### 6 USE OF THE POSTAGE PAID IMPRESSION PERMIT

6.1 The Requesting PSO shall separately apply for a Postage Paid Impression Permit for the posting of a Letter and Direct Mail, use the allocated and approved Requesting PSO PPI Permit ("PSO PPI Permit") as provided in Schedule 1 and shall comply with all the specified terms and conditions for the Postage Paid Impression services as specified in Schedule 2.

Page 8 of 75

SingPost	
Requesting PSO	

6.2 Each Requesting PSO shall be allocated with an unique PPI Permit and unless otherwise indicated by SingPost, this sole Requesting PSO PPI Permit shall be the Requesting PSO's only access identifier mark, which shall be imprinted clearly and legibly on the top right hand corner of all the Requesting PSO's PPI Mail in order for such Mail to be accepted at the BMC for posting under this Agreement.

#### 7 SINGPOST'S SERVICE LEVEL

7.1 SingPost shall perform the Mandated Services in accordance with the delivery standards and terms as specified at Schedule 5.

#### 8 CHARGES AND PAYMENT

- 8.1 All Charges in this Agreement are inclusive of prevailing GST unless the contrary is expressly stated. Where all or any part of the Charges are expressly stated to be exclusive of GST, GST shall be payable, where applicable, to all or such part of the Charges hereunder.
- 8.2 The Requesting PSO shall pay for the Mandated Services and other associated Charges in accordance with the provisions as set out in this Agreement and in particular, in Schedule 6.
- 8.3 The Charges set out in Schedule 6 will vary as a result of an approval, order, direction, determination or requirement by the Authority.
- 8.4 The Requesting PSO may apply for a credit account with SingPost for the payment of all Postage and any other Charges. The granting of such a credit account will be at SingPost's sole discretion. SingPost reserves the right to suspend or terminate the Credit Facility in accordance with established credit policies extended to all its customers.
- 8.5 Where the Requesting PSO applies for such a credit account, the Requesting PSO shall not post any Mail under this Credit Facility prior to obtaining the official written approval of the Credit Facility.
- 8.6 The Requesting PSO must provide at its sole cost and expense, the following information to SingPost to evaluate its creditworthiness:
  - (i) A full list of shareholders and directors;
  - (ii) A statement of current paid-up capital;
  - (iii) Latest available audited financial statement(s), comprising profit and loss account, balance sheet, cash flow statement and notes to accounts that are filed by the Requesting PSO with the Accounting & Corporate Regulatory Authority as required by law: and
  - (iv) Such other information which SingPost may require for the purposes of clause 8.6.
- 8.7 For non-credit payment, all Charges shall be payable by cash, cheque or cashier's order at the time of posting at the BMC, subject to SingPost's discretion.
- 8.8 An administrative fee of Singapore Dollars Thirty-Two and Cents Ten (S\$32.10) is payable for each dishonoured cheque presented for payment. (Refer to Schedule 6E for a summary list of the charges.)

Page 9 of 75

SingPost	
Requesting	
PSO	

- 8.9 Where SingPost agrees to provide credit terms to the Requesting PSO, the Requesting PSO shall lodge with SingPost a Security Deposit for the due observance by Requesting PSO of all stipulations, conditions and obligations on the part of the Requesting PSO, prior to the commencement of Mandated Services. The Security Deposit shall either be in the form of a cash deposit or an unconditional banker's guarantee, from a bank established in the Republic of Singapore and approved by SingPost. The unconditional banker's guarantee shall be substantially in the form set out in Annex 1 hereto. In the event of default by Requesting PSO in complying with the stipulations, conditions and obligations contained in this Agreement, SingPost shall be entitled but not obliged and without prejudice to any other remedy which SingPost may be entitled, to apply the Security Deposit or any part thereof in or towards payment of any monies outstanding or to remedy such defaults or to reasonably compensate SingPost any loss or expense to SingPost occasioned by such default. If any part of the Security Deposit shall be applied by SingPost in accordance with this clause, the Requesting PSO shall on demand by SingPost forthwith top-up the amount deducted from the Security Deposit. Within three (3) months from the date of expiry or termination of this Agreement, SingPost shall return the cash deposit or discharge the banker's guarantee for the full value or the balance thereof, as the case may be, without any interest payable thereon.
- 8.10 The Requesting PSO shall forward a valid banker's guarantee prior to or latest by the due date of the existing banker's guarantee, without prior notification from SingPost.
- 8.11 The Requesting PSO shall comply with any credit limit and other conditions placed on the Credit Facility from time to time. In the event that the Requesting PSO is no longer eligible for a Credit Facility, the Requesting PSO shall pay the Postage and any other charges via cash, cheque or cashier's order or direct debit at the time of posting, at SingPost's discretion.
- 8.12 SingPost shall send by ordinary Mail to the Requesting PSO an invoice setting out the total Charges due from the Requesting PSO in respect of the Mandated Services and the Requesting PSO shall pay all such invoices in full within thirty (30) days of the date of the invoice.
- 8.13 For any request for adjustment of the billing invoice due to the incorrect PPI Permit number or any other incorrect information provided by the Requesting PSO as indicated on the Posting Docket; or any other adjustment caused by or arising from the act or omission of the Requesting PSO or its designated lodger, the Requesting PSO shall pay an administrative fee of Singapore Dollars Thirty-Two and cents Ten (\$\$32.10), per bill adjustment. This administrative fee will be payable by the Requesting PSO. SingPost reserves the right not to make adjustments to the bill with reason(s) provided. In such case, such Requesting PSO shall remain fully liable for any outstanding amount(s) due to SingPost. (Refer to Schedule 6E for a summary list of the charges.)
- 8.14 The Requesting PSO shall promptly pay on demand all Charges levied in respect of the Mandated Services as shown in SingPost's invoice. In the event of any dispute as the amount stated in the invoice, the Requesting PSO shall settle the amount that is not in dispute in accordance with the payment terms pending the resolution of any dispute.
- 8.15 If the Requesting PSO in good faith, disputes an invoice in whole or in part, it shall submit such dispute to SingPost together with reasonable supporting documentation to substantiate such dispute within thirty (30) days after the date of the invoice. The Parties shall cooperate to investigate the dispute and resolve it within fourteen (14) days from the date the dispute was first notified to SingPost. SingPost may at its discretion, but shall not be obliged to, waive interest on the disputed amount at the rate of twelve per cent (12%) per annum from its original due date until the date of full payment of the disputed amount.

Page 10 of 75

SingPost	
Requesting PSO	

- 8.16 In the event the Requesting PSO requires SingPost to present its invoices or to allow payment of its invoices via electronic means, the Requesting PSO shall bear all charges incurred, including all third party charges if any.
- 8.17 If the Requesting PSO fails to make payment to SingPost on the due date, without prejudice to any other right or remedy available to SingPost, SingPost shall, with the consent of the Authority, be entitled to:
  - a) Upon having served a notice seven (7) working days' prior to its intention to suspend the performance of the Mandated Services, immediately suspend after expiry of such notice, the performance or further performance of its obligations under this Agreement without liability to the Requesting PSO. SingPost shall not accept any Mail posted by the Requesting PSO until all Charges which are due and payable are paid in full, including any interest levied.
  - b) Charge interest on the unpaid amount at the rate of twelve per cent (12%) per annum from the due date of the invoice till the receipt of the overdue payment, and
  - c) Deduct from the Security Deposit all outstanding amounts due.
- 8.18 Invoices are due and payable in Singapore Dollars.
- 8.19 All payments for Charges under the Credit Facility must be:
  - a) Paid by cheque, banker's draft, cashier's order or electronic transfer directly to the nominated account(s) of the Party to receive the payment;
  - b) Paid without counterclaim and free and clear of any withholding or deduction; and
  - c) Accompanied by such information as is reasonably required by the Party receiving the payment to properly allocate payments received.
- 8.20 For settlement of accounts by interbank GIRO, the Requesting PSO shall:
  - a) Fulfill all conditions stated in the application form for interbank GIRO;
  - b) Be fully responsible for ensuring that there are sufficient funds in the Requesting PSO's bank account for the GIRO deduction. If the GIRO deduction is not successful regardless of whatever reasons and in the event that any invoice remains unpaid after becoming due, SingPost shall be entitled to charge interest on the unpaid Charges at the rate of twelve per cent (12%) per annum from the due date of the invoice till the receipt of the overdue payment; and
  - c) Pay an administrative fee of Singapore Dollars Five and Cents Thirty-Five (S\$5.35) each time a GIRO deduction is unsuccessful, regardless of the reasons. (Refer to Schedule 6E for a summary list of the charges.)

#### 9 LIMITATION OF LIABILITY

9.1 To the extent permitted by law, neither Party shall be liable to the other Party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the other Party in connection with this Agreement whether during or after

Page 11 of 75

SingPost	
Requesting PSO	

the term of this Agreement. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

- 9.2 Where SingPost's liability is not excluded under this Agreement or under any applicable law, subject to satisfactory proof, SingPost's liability for direct damages to the Requesting PSO in contract, tort (including negligence) or otherwise whosoever and whatever the cause thereof, arising by reason of or in connection with the Mandated Services shall be up to a maximum aggregate amount of Singapore Dollars Five Thousand (S\$5,000) per annum.
- 9.3 Neither Party shall be in breach of this Agreement, and shall not be liable to the other for its failure to perform its obligations under this Agreement if, and to the extent that, such failure results from the other Party failing to perform any of its obligations under this Agreement.
- 9.4 SingPost accepts no liability for Mail already damaged or which has been inappropriately packed and/or sealed prior to hand over by the Requesting PSO at the BMC.
- 9.5 SingPost shall not be liable for all claims for libel, slander or infringement of copyright arising from the material transmitted or received in connection with the Mandated Services and all other claims arising out of any act or omission of the Requesting PSO in connection with the Mandated Services. In the event of any such claim, the Requesting PSO shall indemnify and keep indemnified SingPost in full in respect of such claim.
- 9.6 For the avoidance of doubt, SingPost shall not be liable in respect of any injury, loss or damage suffered by any person for any reason pursuant to the statutory exclusion of liability of public postal licensees provided for in Section 57 of the Postal Services Act (Cap. 237A).
- 9.7 Nothing in this Agreement in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party.

#### 10 INDEMNITY

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

#### 11 FORCE MAJEURE

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

Page 12 of 75

SingPost	
Requesting PSO	

#### 12 GOODS AND SERVICES TAX

- 12.1 Subject to clause 8.1, the Requesting PSO shall pay to SingPost, in addition to the charges, a sum equal to the prevailing Goods and Services Tax ("GST") chargeable on the supply to the Requesting PSO of the Service by SingPost in accordance with the Agreement.
- Any invoice or other request for payment of invoice due to the SingPost under the contract shall, if he is a taxable person for the purpose of the GST Act be in the same form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.

#### 13 OTHER TAXES AND LEVIES

- 13.1 Except as provided for otherwise, the Requesting PSO shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated (hereinafter referred to as "Taxes"), arising out of or in connection with the Service, including but not limited to, any tax which the Requesting PSO is required to withhold or deduct from payments to SingPost, except any income tax imposed upon SingPost by the Inland Revenue Authority of Singapore.
- 13.2 If Taxes pursuant to sub-clause 13.1 above are required to be paid, the Requesting PSO shall pay such Taxes as are necessary to ensure that SingPost receives a net amount equal to the Charges which SingPost would have received had the payment not been made subject to such Taxes.

#### 14 TERMINATION

- 14.1 Subject to clause 14.3, either Party ("Terminating Party") may terminate the entire Agreement, or any Schedule of this Agreement in full or to the extent necessary by providing notice to the other Party where:
  - a) The Terminating Party provides not less than one (1) month's prior written notice to the other Party; or
  - b) The other Party breaches of any of the terms and conditions of this Agreement (including the Schedules and Annexes hereto), the Terminating Party has given fourteen (14) days' notice of such breach and the other Party has failed to rectify such breach within that time.
- Subject to clause 14.3, SingPost may terminate the entire Agreement, or any Schedule of this Agreement in full or to the extent necessary by providing notice to the Requesting PSO where:
  - a) An unauthorised use of the PSO PPI Permit by the Requesting PSO occurs, including but not limited to the use of the PSO PPI Permit in the course of delivery of Mail by any other means other than through SingPost, and SingPost has given fourteen (14) days' notice of such breach and the Requesting PSO has failed to rectify such breach within that time;

Page 13 of 75

SingPost	
Requesting PSO	

- b) In the event that SingPost is of the opinion that the PSO PPI Permit has been used in such a manner as to cause embarrassment or inconvenience or in any manner unacceptable to SingPost, and where SingPost has given fourteen (14) days' notice of such breach and the Requesting PSO has failed to rectify such breach within that time;
- c) The Requesting PSO has outstanding Charges or any other monies due and payable to SingPost which remain unpaid, and where SingPost has given fourteen (14) days' notice of such breach and the Requesting PSO has failed to rectify such breach within that time;
- d) The Requesting PSO has been adjudged bankrupt or if a receiving order has been made against it, or if the Requesting PSO is insolvent or is in liquidation (whether voluntary or compulsory) or if the Requesting PSO has made compositions or arrangements with, or assignment for the benefit of, its creditors;
- e) The Requesting PSO, in the case of a corporation, has a winding-up petition presented against it, or has a receiver or a receiver and manager or a judicial manager appointed;
- f) The Requesting PSO, in the case of a corporation, has in SingPost's reasonable opinion, ceased to carry on business;
- g) The continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property;
- h) In SingPost's reasonable opinion, the Requesting PSO attempted to use, is likely to use or has used any of the Mandated Services (whether with or without the authorisation and/or permission of SingPost) in contravention of any law and SingPost has the necessary confirmation from the Authority that the Requesting PSO is in contravention of the law; or
- i) Any material information provided or representation made by the Requesting PSO to SingPost is untrue, misleading or inaccurate and has an adverse material impact on SingPost in relation to its provision of Mandated Services under this Agreement.
- 14.3 Prior to terminating this Agreement or Schedule in full or to the extent necessary, the Terminating Party will notify the Authority that it proposes to terminate this Agreement or Schedule in full or to the extent necessary and request the Authority's approval, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party may immediately terminate the operation of this Agreement or Schedule in full or to the extent necessary.
- 14.4 If the Authority issues an order granting in whole or in part the request under clause 14.3, the Terminating Party may immediately terminate this Agreement, the Schedules or parts of this Agreement covered by the Authority's order by giving written notice to the other Party provided such notice complies with the conditions of any order of the Authority in relation to the termination of this Agreement.
- 14.5 Upon termination of this Agreement or Schedule in full or to the extent necessary, all Mandated Services or other rights conferred on either Party under this Agreement or Schedule (as the case may be) shall immediately terminate and the Requesting PSO shall immediately:
  - a) Cease in every way to use the Requesting PSO PPI Permit allocated to it;

Page 14 of 75

SingPost	
Requesting PSO	

- b) Cease using, storing, supplying, distributing and/or printing any stationary incorporating the Requesting PSO PPI Permit;
- c) Fully ensure that the Requesting PSO PPI Permit is obliterated or concealed completely on all remaining copies of such stationery and shall unconditionally undertake and warrant to destroy all remaining copies of such stationery; and
- d) Return at its own expense to SingPost all associated equipment, stationery or operational items supplied to it by SingPost.
- 14.6 Upon termination of this Agreement or Schedule in full or to the extent necessary, each Party must, at its own expense, deliver to the other Party, or after notices from that other Party, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 14.7 Any such termination by either Party of this Agreement or Schedule in full or to the extent necessary shall be without prejudice to any other rights or liabilities of either Party accrued prior to and including the date of termination.
- 14.8 Notwithstanding anything contained herein, in the event the Authority revokes or is to revoke this Agreement or Schedule in full or to the extent necessary, this Agreement or Schedule will automatically and immediately terminate on and from the date of revocation notified by the Authority without entitling the Requesting PSO to receive any compensation in respect of such termination.
- 14.9 In the event the Authority removes any service under the Mandated Services provided under this Agreement from being required to be supplied or exempts SingPost from supplying a Mandated Service, SingPost may terminate the supply of such Mandated Service and those aspects of this Agreement which relate to such a Mandated Service, by giving thirty (30) days' written notice to the Requesting PSO with effect from the effective date of such removal or exemption as notified to SingPost by the Authority.
- 14.10 Notwithstanding the termination or expiry of this Agreement, clause 16 shall continue in full force and effect.
- 14.11 Notwithstanding clauses 14.1 to 14.11 hereof, SingPost may, upon payment by the Requesting PSO of all outstanding sum as demanded by SingPost, and in its absolute discretion, subsequently restore the PPI Permit. Accordingly, all clauses stated herein shall continue to be in force. In the case of resumption of the Mandated Services or any part thereof, the Requesting PSO shall pay a non-refundable fee of Singapore Dollars Thirty-Two and Cents Ten (S\$32.10). (Refer to Schedule 6E for a summary list of the charges.)
- 14.12 A Party's right to suspend or terminate performance of this Agreement or Schedule in full or to the extent necessary pursuant to clause 14 shall be without prejudice to any other rights or remedies, which the Party may have in law or in equity.

SingPost
Requesting
PSO

#### 15 NOTICES

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

Requesting PSO:
Name: XXXXXXX
Address: XXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXX
Singapore XXXXX
Tel: XXXXXXXXXX
Fax: XXXXXXXXXX

SingPost:
Tan Wee Kiat
Account Director
Mail Business Division
10 Eunos Road 8 #05-37
Singapore Post Centre

Tel: 6845 6811 Fax: 6841 4653

- Any such notice, demand, court process or communication shall be deemed to have been duly served if it is (i) delivered by hand or sent by pre-paid registered post, at the time of delivery; or (ii) if made by successfully transmitted facsimile transmission, at the time of dispatch (provided that the receipt of such facsimile transmission is confirmed and that immediately after such dispatch, a copy thereof is sent by pre-paid registered post).
- 15.3 Each Party must designate a primary and secondary contact person at an operational level for the purposes of general administration and implementation of this Agreement.

#### **Requesting PSO Primary Contact:**

#### **Requesting PSO Secondary Contact:**

Page 16 of 75

SingPost	
Requesting PSO	

#### **SingPost Primary Contact:**

Name: Tan Wee Kiat Telephone: 6845 6811 Fax: 6841 4653

Email: weekiat@singpost.com

#### **SingPost Secondary Contact:**

Name: Cannie Leong Telephone: 6845 6604 Fax: 6841 4653

Email: cannie@singpost.com

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

#### 16 CONFIDENTIALITY

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

Page 17 of 75

SingPost	
Requesting PSO	

16.3 Notwithstanding anything contained herein, SingPost may disclose the Confidential Information pursuant to any rules, regulations or direction of any regulatory authority.

#### 17 DISPUTE RESOLUTION

- 17.1 If a dispute arises out of or in connection with this Agreement, either Party may, by notice, require the other Party to seek to resolve the dispute by negotiation in good faith.
- 17.2 If the Parties fail to resolve any dispute under clause 17.1 within 90 days after the notice referred to in clause 17.1, either Party may refer the dispute for determination by the Authority.
- 17.3 Notwithstanding clauses 17.1 and 17.2, if either Party considers that the matter to be resolved by the Authority requires urgent resolution, it shall:
  - a) Give notice to the other Party to that effect, with its reasons, and require the matter to be discussed between the representatives of the Parties;
  - b) If the relevant representatives have not met or have otherwise failed to resolve such dispute within 7 working days of the notice given under clause 17.3, the Party who gave such notice shall be entitled to refer the matter forthwith for determination by resolution to the Authority and to apply to the Authority for rules of procedures which will lead to urgent resolution of the matter.
- 17.4 Notwithstanding clauses 17.1 to 17.3 above, where the Parties fail to resolve any dispute regarding network access arising from the implementation of this Agreement, the Parties will refer such a dispute to the Authority for resolution and will obtain the Authority's written approval before unilaterally suspending or terminating the Agreement.
- 17.5 Notwithstanding clauses 17.1, to 17.4, if the Authority declines to intervene, nothing in this Agreement shall prevent a Party, with the consent of the other Party from attempting to settle any dispute arising out of this Agreement by the following methods:
  - (a) Mediation conducted in private and in accordance with the rules of the Singapore Mediation Centre, with each Party bearing its own costs for participation and halving the costs of engaging the mediator, with any agreement binding the Parties on its terms. Where the parties fail to reach agreement under this clause, the dispute may be referred to the arbitration process under clause 17.5(b) below; and/or
  - (b) Arbitration, conducted in private and in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC") with each Party bearing its own costs for participation and halving the costs of engaging the arbitrator with any agreement binding the Parties on its terms.
- 17.6 Where the Parties fail to reach agreement on the appointment of a mediator or arbitrator for the purposes of clause 17.4, the Parties will agree;
  - (a) In the case of mediation, to refer the dispute by mutual agreement to arbitration; or
  - (b) In the case of arbitration, agree to the arbitrator being appointed by the chairperson of SIAC.

Page 18 of 75

SingPost	
Requesting PSO	

#### 18 ASSIGNMENT AND SUB-CONTRACTING

- 18.1 Neither Party may assign the benefit of this Agreement, unless with prior written consent of other Party, which will not be unreasonably withheld.
- 18.2 SingPost recognizes that the Requesting PSO may use sub-contractors (including affiliates, franchisees, third party carriers and owner-drivers) to convey Mail from one place to another and therefore such subcontractors may access the BMC under and in accordance with this Agreement on behalf of the Requesting PSO. Notwithstanding the above, the Requesting PSO shall remain at all times principally responsible for all its obligations under this Agreement.

#### 19 EXCLUSION OF RIGHTS OF THIRD PARTIES

19.1 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Agreement.

#### 20 INDEPENDENT CONTRACTORS

20.1 The relationship of the Parties shall be solely that of independent contractors. Nothing in this contract shall be deemed to constitute, create or give effect to or otherwise recognise a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorising either Party to act as an agent or representative of the other Party.

#### 21 ENTIRE AGREEMENT

- 21.1 This Agreement and all Attachments, Schedules and Annexes hereto (as may be amended from time to time) shall constitute the entire understanding between the Parties hereto concerning the provision of the Mandated Services and supersedes and replaces any prior agreements and negotiations related to the subject matter herein.
- 21.2 In the event of any conflict between the wording, terms and conditions of this Agreement and any matter contained in any Attachments, Schedules and Annexes, the terms and conditions of this Agreement shall prevail.

#### 22 VARIATIONS

- 22.1 This Agreement will be automatically amended in accordance with any amendments required by the Authority from time to time and the Requesting PSO shall be bound to observe and comply with the terms and conditions herein and any such amendments thereof.
- 22.2 Except as otherwise provided for in clause 22.3, this Agreement will also be automatically amended in accordance with any variations which are notified by SingPost to the Authority. Following the receipt of written approval from the Authority, the Requesting PSO shall be bound to observe and comply with the terms and conditions herein and any such amendments thereof.

Page 19 of 75

SingPost	
Requesting PSO	

22.3 This Agreement may be varied where mutually agreed between the Parties, which, subject to the approval of the Authority will constitute an Individualised Access Agreement.

#### 23 INSURANCE AND SAFETY MEASURES

- 23.1 Without limiting either Party's obligations under this Agreement, unless otherwise agreed by SingPost, the Requesting PSO shall have in force and maintain with an insurance company licenced in Singapore for the term of this Agreement, general liability or public liability insurance against injury to persons and property to the value of not less than S\$1 million in respect of each claim.
- 23.2 The Requesting PSO shall ensure that whilst within SingPost's premises, its drivers, servants, employees, agents, representatives and/or sub-contractors observe and comply promptly with all safety measures, recommendations and regulations as may be given or necessary or requested by any relevant governmental authorities and/or SingPost, including but not limited to the Workplace Safety and Health Act (Cap. 354A) and other relevant legislation, subsidiary legislation, all enactments and/or re-enactments thereof and SingPost's safety programme and safety management system pertaining to industrial safety and health.
- 23.3 All usage of the supplied equipments within SingPost's premises shall be at the Requesting PSO's own risk.

#### 24 PUBLICITY

- 24.1 The Requesting PSO shall be responsible for and shall bear all costs incurred in carrying out any publicity campaign(s) which it may wish to undertake to publicise the availability of the Mandated Services provided under this Agreement.
- 24.2 Any or all of the publicity involving or reflecting SingPost must be approved in writing by SingPost before its release, which approval shall not be unreasonably withheld or delayed.

#### 25 SEVERABILITY

- 25.1 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 25.2 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith in order to agree upon the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed herein.

Page 20 of 75

SingPost	
Requesting PSO	

#### 26 APPLICABLE LAW AND JURISDICTION

- 26.1 This Agreement shall be subject to and construed in accordance with the laws of the Republic of Singapore and the Parties hereby submit to the exclusive jurisdiction of such courts.
- 26.2 For the avoidance of doubt and without prejudice to sub-clause 26.1 hereof, it is hereby agreed and understood that this Agreement shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap. 237A) including any statutory modification or reenactment thereof and any rules and regulations made there under and any directions whatsoever which the Authority has given or may give to SingPost or under any provisions of any licence granted by the Authority, where applicable.

SIGNED as an agreement.	
SIGNED by	
as authorised signatory for Requesting PSO	
in the presence of:	
SIGNED by	
as authorised signatory for SINGAPORE POST LIMITED	
in the presence of:	

Page 21 of 75

SingPost	
Requesting PSO	

## Schedule 1

# Postage Paid Impression ("PPI") Permit Application and Specifications

Page 22 of 75

SingPost	
Requesting PSO	

## SCHEDULE 1 POSTAGE PAID IMPRESSION ("PPI") PERMIT APPLICATION AND SPECIFICATIONS

#### 1 TERMS AND CONDITIONS

- 1.1 For the purposes of this Agreement, the PPI Permit allocated by SingPost to the Requesting PSO shall be referred to herein as the PSO PPI Permit ("**PSO PPI Permit**"), which shall serve as the Requesting PSO's identifier mark for access through SingPost's delivery system.
- 1.2 A PSO PPI Permit from SingPost is required for the posting of all Mail bearing the PPI design in accordance with clauses 2.4 and 2.5 herein ("PPI Mail"). The permit is non-transferable and shall be valid from the date of issue and shall continue to remain in force until it is suspended, revoked or otherwise dealt with in accordance with the provisions hereof.
- 1.3 The Requesting PSO may apply for a PSO PPI Permit from SingPost by completing and submitting an application form (see Annex 2) together with the latest copy of its Business Profile issued by The Accounting and Corporate Regulatory of Singapore in order for the application to be considered as a complete application.
- 1.4 SingPost may, upon satisfactory receipt of the application form and all relevant supporting documents, issue the PSO PPI Permit. Each Requesting PSO will be issued with a unique PSO PPI Permit Number.
- 1.5 The PPI Permit is the property of SingPost and the Requesting PSO has no property rights to the PPI Permit. The Requesting PSO may not allow any other person, entity or organisation to use the PPI Permit issued by SingPost to the Requesting PSO, nor transfer or assign the same to any other person whomsoever. The PPI Permit shall only be used for the posting of PPI Mail at the BMC.
- 1.6 The Requesting PSO must strictly comply with SingPost's PPI Permit Specifications and all other requirements as may be specified by SingPost from time to time. Without limiting the generality of the foregoing, the Requesting PSO shall:
  - a) Use the PPI Permit Number allocated to it by SingPost;
  - b) Preprint or clearly label the PSO PPI Permit on all envelopes, postcards, carrier sheets and wrappings. No rubber stamps with the PPI Permit shall be allowed to be used on the Mail:
  - c) Not make any amendment, modification, alteration, or reformatting of the PSO PPI Permit;
  - d) Not assign a date reference to the PSO PPI Permit;

Page 23 of 75

SingPost	
Requesting PSO	

- e) Use such PSO PPI Permit only for any Mail conveyed or delivered by SingPost; and such Mail must be posted with SingPost with an accurate, fully completed and approved Posting Docket, and shall at all times pay the correct Postage to SingPost;
- f) Not portray any imagery or words related to SingPost with the PSO PPI Permit in any way which would or may bring SingPost into disrepute;
- g) Not use any marks, indicators or impressions which may be associated with or is confusingly similar to those used by SingPost;
- h) Post the PPI Permit Mail only at SingPost's BMC, 10 Eunos Road 5, Singapore Post Centre (East Entrance) during its operating hours; and
- i) Inform SingPost promptly if the Requesting PSO's contact details change.
- 1.7 The Requesting PSO shall not use the PSO PPI Permit on any Mail or other items to be collected, conveyed or delivered by the Requesting PSO itself or by any other third party.
- 1.8 The rights granted under these terms are personal to the Requesting PSO and the Requesting PSO may not assign or license any of the rights granted under these terms without the prior written consent of SingPost. Nothing in these terms confers on any third party any benefit or the right to enforce any clause of these terms.
- 1.9 Items carrying any other customers' PPI Permit shall not be posted under this Agreement.
- 1.10 In the event if any PPI Mail is found not to be posted at SingPost's BMC and that Postage has not been paid, SingPost reserves the right to:
  - a) Notify the Requesting PSO, who shall collect the Mail from SingPost and pay a surcharge of Singapore Dollar One and Cents Two (S\$1.02) per item or any other rates as may be determined from time to time; or
  - b) Process and deliver the Mail and charge the addressee a surcharge of Singapore Dollar One and Cents Two (S\$1.02) per item in addition to the unpaid Postage. (Refer to Schedule 6E for a summary list of the charges.)

Such actions of SingPost shall be without prejudice to any other rights or remedies which SingPost may have.

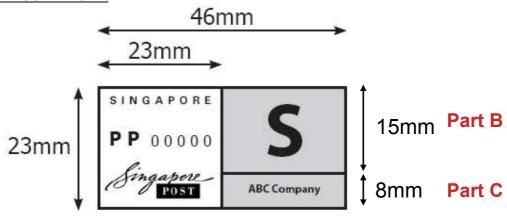
#### 2 PPI PERMIT SPECIFICATIONS

- 2.1 SingPost reserves the right at its sole discretion to withdraw any PSO PPI Permit which has been allocated to the Requesting PSO with the consent of the Authority and shall provide the Requesting PSO with written notice and its reason(s) for doing so.
- 2.2 The Requesting PSO that applies for access through SingPost shall be issued with a PSO PPI Permit which must be submitted to SingPost together with the artwork for approval at least 2 weeks before commencement of any of the Mandated Services.
- 2.3 The PSO PPI Permit design, indicator, mark, impression or other devices shall be confined within the right box (Part B) of the basic PPI design in the size as specified. It consists of three parts as shown below:

Page 24 of 75

SingPost	
Requesting	

#### Illustration of PSO PPI Permit



Part A

(Illustration shown above is not drawn to scale)

#### 2.4 Specifications

#### a) PART A

Mandatory to follow exactly as stated

Size : 23mm (W) x 23mm (H)

Colour : Any colour

Position : Top right hand corner of Mail piece

Font type and Font size (For Permit No.) : Tahoma, 8 point Font type and Font size (For PP) : Tahoma, 10 point, Bold Font type and Font size (For Singapore) : Universe, 6 point, Bold Dimension (Singapore Post logo) : 20mm (L) x 7mm (W)

Positioning of PPI Permit number : To centralize the PPI Permit number

accordingly

#### b) PART B

Size : 23mm (W) x 23mm (H)

Colour : Any colour

Design : Capital letter "S" to denote Requesting PSO's

access through SingPost : Tahoma, 24 point, bold

Font type and font size : Taho

#### c) Part C

Only the Requesting PSO's registered company name is allowed. No company logo or any other design shall be placed in this area.

Size : 23mm (W) x 8 mm (H)

Colour : Any colour

Design : Requesting PSO's company name to be

printed in capital for identification

Font type and font size : Tahoma, 8 point

Page 25 of 75

SingPost	
Requesting PSO	

Parts A, B, and C shall be uniform in colour. The PPI Permit should be clearly visible and legible at all times.

#### 2.5 **Printing Guidelines**

- Leave a clear 8mm space around the basic design; and Gradation, multi-colored formats, outlines, decorative borders and shadowing are b) prohibited.

Page 26 of 75

SingPost	
Requesting PSO	

## Schedule 2

Postage Paid Impression (PPI):

- 2A) Domestic PSO Scheme
- 2B) Incoming International PSO Scheme

Page 27 of 75

SingPost	
Requesting PSO	

## SCHEDULE 2A POSTAGE PAID IMPRESSION (PPI) DOMESTIC PSO SCHEME

#### 1 LODGMENT

- 1.1 The Postage Paid Impression ("**PPI**") Domestic PSO Scheme ("**the Scheme**") is only for the posting of Singapore-Origin Letters and Direct Mail of up to 500 grammes per item with any valid address within Singapore specified by the sender. It will exclude all other categories including registered articles, insured articles and parcels.
- 1.2 All Domestic PSO Mail must be imprinted with the allocated PSO PPI Permit on the right hand top corner of each Mail and be handed over to SingPost at the BMC, 10 Eunos Road 5, Singapore Post Centre (East Entrance), Singapore 408600 during its operating hours.
- 1.3 Postings must be accompanied by the relevant Posting Dockets. There must be a minimum posting of 2,500 items ("minimum items per posting") for Letters only, in order to qualify for the Scheme, excluding all registered, insured Mail, Direct Mail and parcels.
- 1.4 All Mail comprising a lodgment must be homogeneous. Homogeneous Mail means Mail whose attributes are the same, in terms of:
  - Mode of conveyance (local Mail with local addresses for local delivery);
  - Weight (variation of weight-steps within each Mail size is allowed);
  - Mail size (Standard Regular, Standard Large or Non Standard: no combination of Mail sizes will be accepted);
  - Mail type (Letters or Direct Mail);
  - Packaging;
  - Mail characteristics (such as return address, company name and logo, PPI Permit number or other identification marks of the Requesting PSO);
  - Mail title, and
  - Mail quality.
- 1.5 This scheme only applies to Mail originally generated and sourced in Singapore. It does not apply to re-mail items, i.e. Mail originated and/or collected from overseas for re-posting in Singapore.

#### 2 MAIL PRESENTATION

- 2.1 The PPI Permit imprinted on the envelopes, carrier sheet, postcard, polywrap cover or label must correspond with the PPI Permit as reflected on the Posting Docket.
- 2.2 The return address on the Mail must be a Singapore address.

Page 28 of 75

SingPost	
Requesting PSO	

2.3 Mail must only be posted under the PSO's PPI Permit as issued and allocated to the Requesting PSO under Schedule 1.

#### 3 DOCKET INFORMATION

- 3.1 Each posting must be accompanied by two (2) copies of the local Mail Posting Dockets which are available free of charge at the BMC.
- 3.2 The Requesting PSO is **required** to fill in all the information in the Posting Docket, including but not limited to the following:
  - a) Weight per Mail item;
  - b) Total charges, where applicable;
  - c) Total quantity:
  - d) Requesting PSO PPI Permit Number, Name and Address and contact number;
  - e) Date of posting;
  - f) Time of lodgment;
  - g) Mode of payment;
  - h) Mailing scheme;
  - i) Net weight per receptacle used for lodgment; and
  - j) Number of bags/receptacles.
- 3.3 Each Mail lodgment must be declared in separate Posting Dockets.

#### 4 BAGGING REQUIREMENTS

4.1 Requesting PSO shall hand over the Mail to the BMC in SingPost supplied bags or in the Requesting PSO's own pallets.

#### 4.2 Mail in Bags

- 4.2.1 The bags must be pre-tagged with a SingPost bag label indicating the respective postal sectors. Bags with at least 5 kilogrammes must be bagged and labeled accordingly to the respective postal sectors. Each bag must not exceed 20 kilogrammes.
- 4.2.2 Each Mail lodgment must be bagged separately.
- 4.2.3 Homogeneous Mail in bags weighing less than 5 kilogrammes may be bundled and put together in a single bag and labeled as "Mixed Postal Sectors".

#### 4.3 Mail in Pallets

- 4.3.1 The pallets must conform to standard industrial pallet size. The recommended specifications are as follows:
  - a) 0.8 metre x 0.8 metre, 1.0 metre x 1.0 metre, 1.2 metre x 1.2 metre; and
  - b) The angle bar must be 10 centimetre wide on each side
- 4.3.2 The pallet for lodgment (including the base of the pallet) must be wrapped with at least 2 layers of plastic wrappings.

Page 29 of 75

SingPost	
Requesting PSO	

- 4.3.3 The Requesting PSO shall fully bear the cost of the pallets, including the cost of retrieving and disposing the pallets from the BMC.
- 4.3.4 The pallets must not exceed 1.2 metre in height.
- 4.3.5 The pallets must be sorted according to the regional delivery base sort plan provided by SingPost in Annex 3. The pallet must be clearly labeled, indicating the following information (including but not limited to):
  - a) Delivery base;
  - b) The total quantity of Mail;
  - c) Pallet count out of the total number of pallets (e.g. 1/20 total pallets lodged); and
  - d) Title of the Mail.
- 4.3.6 If there is *insufficient quantity* of Mail bundles to a particular postal sector, the Mail must be arranged in bundles in a sequential neat order, by either row or column and according to the sector codes on the pallet. The whole pallet must then be poly-pallet-wrapped. The following information (including but not limited to) must also be indicated on the label on each pallet:
  - a) "Mixed Postal Sectors";
  - b) A list of all the postal sectors;
  - c) The total quantity of Mail;
  - d) Pallet count out of the total number of pallets (e.g. 1/20 total pallets lodged); and
  - e) Title of the Mail
- 4.3.7 The tare weight of the pallets (i.e. without the Mail) must be clearly stated on the Posting Docket.

#### **5 BUNDLING OF MAIL**

- 5.1 In order to qualify for presorted mail rates, Mail must be presorted to the first 2 digits of the 6-digit Postal Sector Code and each bundle of presorted Mail must contain items for one postal sector only. Presorting should be carried out in the following manner:
  - a) For street address Sort the item according to the first 2-digit of the Postal Sector Code (e.g. <u>46</u>0078)
  - b) For P.O. Box address Sort the items according to the 3<sup>rd</sup> and 4<sup>th</sup> digits (e.g. 90<u>16</u>43 or 91<u>23</u>05)
- 5.2 Mail must be bundled firmly within the published weight steps and size in pieces of 10s, 20s, 50s or 100s with the address side up so that the delivery address and the PPI Permit are facing the front of the bundle; using sufficient strapping or rubber bands so that they do not burst open given reasonable handling.

Page 30 of 75

SingPost	
Requesting PSO	

- 5.3 The remaining Mail without sufficient quantity to be bundled in the neat count of 10s, 20s, 50s etc should be bundled accordingly to the exact count of the Mail pieces. Mail from other sector codes shall not be used to make up the remaining count.
- The Mail pieces must be capable of being handled individually and must not be stuck together due to the use of any adhesive in the enveloping and sealing process.
- 5.5 The Mail must also be bundled such that it will not cause any damage or tear to the Mail items. SingPost shall not be responsible for any damage or tear arising thereof.

#### 6 BAGS, BAG LABELS AND OTHER RECEPTACLES BELONGING TO SINGPOST

- 6.1 SingPost shall make available to the Requesting PSO the following:
  - a) Bags and labels as the Requesting PSO may reasonably require (at no extra cost to the Requesting PSO); and
  - b) Roll containers, subject to availability, which shall only be used during lodgment at the BMC.
- 6.2 The Requesting PSO shall return all the items referred to in clause 6.1(a) to SingPost upon the termination of the PSO PPI Permit or otherwise reasonably requested by SingPost. The Requesting PSO shall keep the property in safe custody and in reasonably good condition allowing for reasonable wear and tear.
- 6.3 The Requesting PSO shall:
  - a) Not use the items stated in clause 6.1 for any other purpose other than to effect the posting of Mail through SingPost;
  - b) Not allow any third party to take possession of, or to have any rights over, such property; or
  - c) Not indiscriminately dispose of any un-usable, worn or torn Mail bags. All un-usable, worn or torn bags must be returned to SingPost for disposal.
- The use of the supplied bags, roll containers, other available equipment and consumables shall be at the Requesting PSO's own risk.
- 6.5 SingPost shall be entitled to inspect the items stated in clause 6.1 at any reasonable time, and in the case of any misuse of the property by the Requesting PSO or any third party, SingPost may repossess such property, and shall exercise this right in a reasonable manner.

Page 31 of 75

SingPost	
Requesting	
F30	

#### 7 HIGH VOLUME POSTING

- 7.1 For any daily Mail postings exceeding the following:
  - Machineable /and or presorted Mail
  - Non-machineable Mail or non-standard or non-presorted
  - Or a total quantity of not more than

500,000 items per lodgment 50,000 items per lodgment 2.5 million items per day as processed by SingPost

The Requesting PSO must notify SingPost in writing at least five (5) working days before the date of such posting. SingPost shall discuss the staggered lodgment plan in detail with the Requesting PSO to enable the delivery to be effected in an orderly and efficient manner. If the Requesting PSO fails to notify SingPost within the period set out above, SingPost's Service Level shall not be applicable.

#### 8 NATIONAL AVERAGE POSTING

- 8.1 The monthly mail volume posted by the PSO must meet the national geographical mail profile received by SingPost for distribution throughout Singapore in terms of postal sector codes distribution prevailing at that relevant time ("the National Posting Profile"), with a margin allowance of ±20% for each zonal distribution.
- 8.2 SingPost's current National Posting Profile is as follows:

Zones	Postal Code Sectors	% Traffic Distribution
1	01, 02, 03, 04, 05, 06, 07, 08, 17, 18, 19, 20, 90	7%
2	12, 31, 46, 51, 52, 53, 54, 55, 56, 57, 60, 64, 65, 67, 68, 73, 76	55 %
3	15, 16, 23, 27, 32, 38, 40, 41, 42, 43, 47, 59, 75, 82	18 %
4	09, 10, 11, 13, 14, 21, 22, 24, 25, 26, 27, 28, 29, 33, 34, 35, 36, 37, 39, 44, 45, , 48, 58, 61, 66, 74, 78, 79, 80, 83, 91	17%
5	49, 50, 62, 63, 69, 70, 71, 72, 77, 81	3%

Page 32 of 75

SingPost	
Requesting PSO	

- 8.3 From time to time, SingPost may by giving not less than three (3) working days' prior written notice, require the PSO to submit a mailing list giving a breakdown of the quantity of mail pieces to be delivered within Singapore by the first 2 digit of the postal sector codes on a per mail title/category/size basis.
- 8.4 Where the PSO does not meet the National Posting Profile prevailing at that relevant time within a margin allowance of + / 20% for each zonal distribution for any month, the PSO's mail for the month shall be charged at the Domestic Bulk Mail rate prevailing at that relevant time.
- 8.5 SingPost may in its absolute discretion, but shall not be obliged to, waive the requirement to meet the National Posting Profile with a margin allowance of + / 20% for each zonal distribution, if the PSO furnishes reasons in writing which are satisfactory to SingPost stating why the PSO is unable to match SingPost's National Posting Profile.
- 8.6 SingPost shall give to the PSO not less than one (1) month's prior written notice for any amendments to the National Posting Profile.

#### 9 PRICING SCHEMES

- 9.1 The pricing scheme is set out in Schedule 6.
- 9.2 In order to qualify for the Access Charges as set out in Schedule 6, the Requesting PSO has to ensure that the Mail satisfies SingPost's machineable Mail quality conditions listed in the latest version of SingPost's Designing Quality Mail Guide ("Quality Mail Guide"). Mail that does not satisfy the machineable quality conditions as stipulated shall be classified as non-machineable.
- 9.3 For newly bar-coded Mail, the Requesting PSO shall be required to send samples of Mail (at least 500 pieces) to SingPost for testing. SingPost reserves the right not to offer the Access Charges for bar-coded Mail that has not been sent to it for testing before posting.

#### 10 MAIL VERIFICATION

- 10.1 SingPost shall be entitled in its absolute discretion at any time to carry out any sampling and checking of the Mail handed over by the Requesting PSO against the Posting Docket details declared by the Requesting PSO so as to verify that the correct Postage is calculated; that the Posting Docket declaration is accurate and complete; and that the Requesting PSO has complied with all of its obligations under this Agreement.
- Mail shall only be deemed to have been accepted by SingPost only upon such time as SingPost has completed any sampling and checking as may be required pursuant to clause 9.1 above.
- 10.3 The Requesting PSO has to submit at least 3 sample copies during lodgment with the accompanied contents of each Mail posted under Direct Mail during posting for the purpose of verification; failing which, the Access Charges under the Letter category will apply. For this purpose of verification, SingPost reserves its rights to open the Direct Mail lodged.
- 10.4 SingPost BMC staff shall notify the Requesting PSO of any discrepancies at the time of posting and shall make any corrections to the Posting Docket which are reasonably necessary.

Page 33 of 75

SingPost	
Requesting PSO	

- 10.5 Two (2) copies of the Posting Docket will be signed and dated by a BMCstaff. One (1) copy of the Posting Docket will then be returned to the Requesting PSO at the end of two (2) working days from the date of posting at the BMC.
- The following details the actions that SingPost shall take in the event of non-compliance during sampling, checking and processing of the Mail handed to it by the Requesting PSO:

Clause	Issue	Action
10.6.1	Inaccurate information stated on Posting Docket in relation to the quantity, weight, size, type, characteristics or any other information as declared on the Posting Docket which determines the final Postage payable.	In the presence of the Requesting PSO or its representative, SingPost shall amend the Posting Docket to reflect the actual Mail information as presented. The Requesting PSO or its representative will be required to endorse and acknowledge the amendment(s) on the Posting Docket thereafter.
10.6.2	Arrival of Mail and/or the presentation of the accompanying Posting Docket at the BMC after its operating hours.	SingPost will not accept the Mail unless the Requesting PSO agrees to the applicable late lodgment posting conditions and pays all applicable fees thereto.
10.6.3	Posting Dockets are not presented upon lodgment or Mail arrives at BMC without an accompanying Posting Docket.	The Requesting PSO shall present the Posting Dockets together with the Mail for lodgment within the BMC operating hours.
10.6.4	PPI Permit Number imprinted on the Mail differs from the PPI Permit Number declared on the Posting Docket.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
10.6.5	Mail does not bear a Singapore return address.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
10.6.6	The Mail is found to be inadequately packed or is already damaged upon handing over to SingPost at the BMC.	Items will be returned to the Requesting PSO for repacking.

Page 34 of 75

SingPost	
Requesting PSO	

10.6.7	The Requesting PSO does not provide for verification purposes sample items of the Mail to be posted and/or the Mail cannot be opened for inspection (either due to packaging, sealing or any other reasons) during lodgment.	The Mail will be charged the Access Charges under the Letter category.
10.6.8	Mail handed to SingPost for posting is discovered to be classified as a prohibited article as defined in Regulation 3 of the Postal Services Regulations 2008.	SingPost may accept the posting subject to the provisions set out in Regulation 4 of the Postal Services Regulations 2008.
10.6.9	Different Mail types and categories are not clearly identified and/or not segregated as required during lodgment.	SingPost will not accept the Mail for posting until such time the errors are rectified and the Mail is re-presented for lodgment.
10.6.10	The bags are not labeled, bundled, bagged or palletized in accordance with posting procedures stated in clauses 4, 5 and 6 hereof.	The affected consignment of Mail may be charged at non-bulk mail rates.
10.6.11	The bags are mislabeled to the wrong postal sectors or are lodged without labels.	The affected consignment of Mail may be charged at non-bulk mail rates.
10.6.12	During processing, other Mail categories or Mail from other Mailing schemes is found and differs from the Mail category that has been declared and paid for as stated in the Posting Docket at the BMC.  For example, Mail is paid for under Direct Mail Access Charges but subsequently during processing is discovered to be "Letters", or Direct Mail is found mixed with Letters, or where Incoming International Mail is found to be paid for under the Domestic PSO Scheme.	SingPost shall return the Mail to the Requesting PSO with a surcharge of Singapore Dollar One and Cents Two (\$\$1.02) per piece or a minimum of Singapore Dollars Twenty-One and Cents Forty (\$\$21.40), whichever is greater. If the Mail is to be re-posted, the correct Postage for the relevant Mail category or scheme will also have to be paid. (Refer to Schedule 6E for a summary list of the charges.)

Page 35 of 75

SingPost	
Requesting PSO	

10.6.13	Mail is found not to be properly faced during processing; or  Mail items within the lodgment or relevant segment of the lodgment are found to be stuck together during processing.	The affected consignment of Mail may be charged at non-bulk mail rates.
10.6.14	During processing of the Mail, the Mail and/or Mail bundles are found:  a) To have to been mis-sorted to the wrong Postal Sector Codes; or  b) To have an Optical Character Reader (OCR) read rate of less than 90%; or  c) Where the barcode read rate is less than 99%; or  d) Where there is a mixture of 6-digit and 4-digit Postal Sector Code; or  e) Where the barcode is or has become misaligned such that it is undetectable or unreadable by the machines.	The affected consignment of Mail may be charged at non-bulk mail rates.

10.7 In the event of any errors or discrepancies on the Posting Docket regarding the amount payable to SingPost or the quantity of Mail lodged, the Requesting PSO shall notify the same to SingPost in writing within three (3) working days from the date of posting, failing which SingPost shall be entitled to treat the record on the Posting Docket as true and correct.

#### 11 ELECTRONIC POSTING DOCKET

11.1 The Requesting PSO must, at its own costs, submit all Posting Dockets including its supporting documents and data electronically via SingPost's electronic posting docket system when it is made available to the Requesting PSO.

Page 36 of 75

SingPost	
Requesting PSO	

## SCHEDULE 2B POSTAGE PAID IMPRESSION (PPI) INCOMING INTERNATIONAL PSO SCHEME

#### 1 LODGMENT

- 1.1 The Incoming International PSO scheme is applicable to all PPI incoming international Letters and Direct Mail with a minimum posting of 300 pieces per lodgment and up to 500 grammes per item. It will exclude all other Mail categories (i.e. registered articles, insured articles, parcels and any Singapore-Origin Mail).
- 1.2 All Incoming International Mail must bear the PSO PPI Permit on the top right hand corner of each Mail.
- 1.3 Posting must be accompanied by the relevant Posting Dockets.
- 1.4 Incoming International Mail (whether Homogeneous or non-homogeneous) must only be posted under this scheme.
- 1.5 The Incoming International Mail must be lodged at the BMC at 10 Eunos Road 5, Singapore Post Centre (East Entrance), Singapore 408600 during its operating hours.
- 1.6 Singapore-Origin, international outgoing and incoming international bulk Mail cannot be combined to make up the <u>minimum posting</u> per posting required under this scheme.
- 1.7 The Requesting PSO shall, upon SingPost's request, be required to provide satisfactory proof that the posting is of overseas-origin.

#### 2 MAIL PRESENTATION

- 2.1 The Requesting PSO shall indicate a return address in Singapore belonging to the Requesting PSO on the envelopes, carrier sheets, postcards, polywrap covers or labels used.
- 2.2 All overseas posting permit indicator, address, postmarking or any other markings which indicate the overseas origin of the Mail must not be visible on the Mail.
- 2.3 Mail must be posted under the PSO PPI permit number as issued under Schedule 1 and not any other PSO customers' PPI Permit numbers.

#### 3 DOCKET INFORMATION

3.1 Each posting must be accompanied with 2 copies of the local Mail specific posting docket which are available free of charge at the BMC. One (1) copy of the docket will be returned to the Requesting PSO at the end of two (2) working days from the date of posting at the BMC.

Page 37 of 75

SingPost	
Requesting PSO	

- 3.2 The Requesting PSO is required to fill in all the information including but not limited to the following in the Posting Dockets:
  - a) Weight per Mail item;
  - b) Total charges;
  - c) Total quantity;
  - d) Requesting PSO Permit number, Name and Address and contact number
  - e) Date of posting;
  - f) Mode of payment;
  - g) Mailing scheme;
  - h) Net weight of the receptacle used for lodgment; and
  - i) Number of bags/receptacles.
- 3.3 Each mail lodgment must be declared in separate dockets.

#### 4 SORTING, BUNDLING AND BAGGING OF MAIL

- 4.1 Mail must be segregated according to the following:
  - a) Sort and bundle Mail firmly according to the domestic Mail chargeable weight steps <u>and</u> size (Standard Regular, Standard Large and Non Standard) together. For example, Mail up to 20 grammes weight step and of Standard Regular size to be sorted and bundled together, Mail of up to 20 grammes weight step and of Standard Large size to be bundled in a separate bundle and so on.
  - b) On top of each bundle of Mail, the following information <u>must</u> be indicated:
    - i) Average weight of the Mail pieces within the bundle;
    - ii) Size of the Mail; and
    - ii) Number of pieces of Mail in each bundle
- 4.2 Each Mail bundle must be bundled firmly in accordance with the published weight steps and sizes in pieces of 10s, 20s, 50s or 100s with the address side up so that the delivery address and the PPI Permit are facing the front of the bundle; using sufficient strapping or rubber bands so that they do not burst open given reasonable handling.
- 4.3 The Mail pieces must be capable of being handled individually and must not be stuck together due to the use of any adhesive in the enveloping and sealing process.
- 4.4 The Mail must also be bundled such that it will not cause any damage or tear to the Mail items.
- 4.5 Mail bundles of the same weight steps and sizes must be sorted and put together in the same bag not exceeding 20 kilogrammes.

Page 38 of 75

SingPost	
Requesting PSO	

#### 5 BAGGING REQUIREMENTS

- 5.1 Requesting PSO shall hand over the Mail to the BMC in SingPost supplied bags or in the Requesting PSO's own pallets.
- 5.2 Mail in Bags
- 5.2.1 Bags must be bagged tightly, correctly tagged and labeled "Incoming International Mail".
- 5.2.2 On the reverse of each bag label, the following information (including but not limited to) <u>must</u> be clearly indicated:
  - i) Weight steps and sizes of the Mail in the bag;
  - ii) The total number of bundles within each bag;
  - iii) The total pieces of the Mail enclosed within the bag; and
  - iv) The total weight of each bag.

#### 5.3 Mail in Pallets

- 5.3.1 The pallets must conform to standard industrial pallet size. The recommended specifications are as follows:
  - a) 0.8 metre x 0.8 metre, 1.0 metre x 1.0 metre, 1.2 metre x 1.2 metre; and
  - b) The angle bar must be 10 centimetre wide on each side
- 5.3.2 The pallet for lodgment (including the base of the pallet) must be wrapped with at least 2 layers of plastic wrappings.
- 5.3.3 The Requesting PSO shall fully bear the cost the pallets, including the costs of disposing and retrieving the pallets.
- 5.3.4 The pallets must not exceed 1.2 metre in height.
- 5.3.5 The tare weight of the pallet used (without the Mail) must be clearly stated on the Posting Docket of each lodgment.

#### 6 BAGS, BAG LABELS AND OTHER RECEPTACLES BELONGING TO SINGPOST

- 6.1 SingPost shall make available to the Requesting PSO the following:
  - a) Bags, and labels as the Requesting PSO may reasonably require (at no extra cost to the Requesting PSO); and
  - b) Roll containers, subject to availability, shall only be used during lodgment at the BMC

Page 39 of 75

SingPost	
Requesting PSO	

- The Requesting PSO shall return all the items referred to in clause 6.1(a) to SingPost upon the termination of the PPI Permit or otherwise reasonably requested by SingPost. The Requesting PSO shall keep the property in safe custody and reasonably good condition allowing for reasonable wear and tear.
- 6.3 The Requesting PSO shall not:
  - a) Use the items stated at clause 6.1 for any other purpose other than the to effect the posting of Mail through SingPost;
  - b) Allow any third party to take possessions of, or have any rights over, such property; or
  - c) Indiscriminately dispose any un-usable, worn or torn Mail bags. All un-usable,, worn, or torn bags must be returned to SingPost for disposal.
- 6.4 The use of the supplied bags, roll containers, other available equipment and consumables shall be at the Requesting PSO's own risks.
- 6.5 SingPost shall be entitled to inspect the items stated in clause 6.1 at any reasonable time, and in the case of any misuse of the property by the Requesting PSO or any third party, SingPost may repossess such property, and shall exercise this right in a reasonable manner.

#### 7 PRICING SCHEME

7.1 The Incoming International PSO pricing scheme is set out in Schedule 6.

#### 8 MAIL VERIFICATION

- 8.1 SingPost shall carry out such sampling and checking of the Mail posted by the Requesting PSO against the Posting Docket details as SingPost reasonably consider necessary to ensure that the correct Postage is calculated, the Posting Docket declaration is accurate and that the Requesting PSO has complied with its obligations under this Agreement.
- 8.2 Mail shall only be deemed to have been accepted by SingPost only upon such time as SingPost has completed any sampling and checking as may be required pursuant to clause 8.1 above.
- 8.3 SingPost's BMC staff shall notify the Requesting PSO of any discrepancies at the time of posting and make any corrections to the Posting Docket which are reasonably necessary.
- 8.4 Two (2) copies of the Posting Docket will be signed and dated by a BMC staff. One (1) copy of the Posting Docket will be returned to the Requesting PSO at the end of 2 working days from the date of posting at the BMC.
- 8.5.1 The following details the actions that SingPost shall take in the event of non-compliance during sampling, checking and processing:

Page 40 of 75

SingPost	
Requesting PSO	

Clause	Issue	Actions
8.5.1	Inaccurate posting docket in terms of quantity, Mail characteristics, Mail size, Mail type, category and any other information as declared on the docket which determines the final Postage payable.	In the presence of the Requesting PSO or its representative, SingPost will amend the docket to reflect the actual Mail information as presented. The Requesting PSO or its representative will sign to endorse and acknowledge the amendments on the dockets.
8.5.2	Arrival of Mail and/or the presentation of the accompanying Posting Docket at the BMC after its operating hours.	SingPost will not accept the Mail unless the Requesting PSO agrees to the applicable late lodgment posting conditions and pays all applicable fees thereto.
8.5.3	Posting Dockets are not presented upon lodgment or Mail arrives at BMC without an accompanying Posting Docket.	The Requesting PSO shall present the Posting Dockets together with the Mail for lodgment within the BMC operating hours.
8.5.4	PPI Permit Number imprinted on the Mail differs from the PPI Permit Number declared on the Posting Docket.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
8.5.5	The Mail is discovered not to be of overseas-origin.	Such Mail shall not be entitled to be lodged under the Incoming International PSO Scheme.
8.5.6	The Mail does not indicate a return address in Singapore.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
8.5.7	Mail is discovered to have inadequate packing or already damaged upon handing over to SingPost at the BMC.	Items will be returned to the Requesting PSO for repacking.
8.5.8	Mail handed to SingPost for posting is discovered to be classified as a prohibited article as defined in Regulation 3 of the Postal Services Regulations 2008.	SingPost may accept the posting subject to the provisions set out in Regulation 4 of the Postal Services Regulations 2008.
8.5.9	Different Mail types and categories are not clearly identified and/or not segregated as required during lodgment.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.

Page 41 of 75

SingPost	
Requesting	
PSO	

8.5.10	The bags are not labeled, bundled, bagged and palletized in accordance with posting procedures stated at clauses 4 and 5 herewith.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
8.5.11	During processing, other Mail category is found which is different from the category of Mail that has been paid for at the BMC.  For example, Incoming International Mail which had been paid for under Incoming International PSO Scheme but is subsequently found to be Singapore-Origin Mail or contain Mail intended for overseas.	Cents Forty (\$\$21.40), whichever is greater. If the Mail is to be re-posted, the correct Postage for the relevant category of Mail will have to be paid. (Refer to Schedule 6E for a summary list

8.6 In the event of any errors or discrepancies on the Posting Docket regarding the amount payable to SingPost or the quantity of Mail lodged, the Requesting PSO shall notify the same to SingPost in writing within three (3) working days from the date of posting, failing which SingPost shall be entitled to treat the record on the Posting Docket as true and correct.

#### 9 ELECTRONIC POSTING DOCKET

9.1 The Requesting PSO must, at its own costs, submit all Posting Dockets including its supporting documents and data electronically via SingPost's electronic posting docket system when it is made available to the Requesting PSO.

Page 42 of 75

SingPost	
Requesting	
PSO	

## Schedule 3

# Singapore-Origin Non-Homogeneous Mail

Page 43 of 75

SingPost	
Requesting PSO	

### SINGAPORE-ORIGIN NON-HOMOGENEOUS MAIL

#### 1 LODGMENT

- 1.1 This scheme is only for the lodgment of non-homogeneous Singapore-Origin Mail, generated and sourced in Singapore for delivery to recipients in Singapore of up to 500 grammes per item. It will exclude registered articles, insured articles and parcels. It does not apply to incoming international Mail, i.e. Mail originated and/or collected from overseas for re-mailing in Singapore.
- 1.2 The Mail is non-homogeneous in terms of weight, size, type, packaging, Mail characteristics, title and Mail quality.
- 1.3 All non-homogeneous Mail must be franked with a franking machine, with the franking imprint on the right hand top corner of each Mail.
- 1.4 The Requesting PSO must apply for a new franking machine permit if it does not currently have one or if the Requesting PSO has an existing franking permit number(s), this existing franking permit number shall be submitted to SingPost for the purpose of franking Mail under this scheme.
- 1.5 Posting of such franked mail must be made at the BMC at 10 Eunos Road 5, Singapore Post Centre (East Entrance), Singapore 409600, during BMC operating hours.
- 1.6 The Requesting PSO shall be subject to the same terms and conditions of service as provided under the franking machine permit and the additional terms and conditions as described herewith for posting under this scheme of service. In the event of any inconsistencies between this Schedule and the "Franking Machine Permit Terms and Conditions", the terms of this Schedule shall take precedence.

#### 2 MAIL PRESENTATION

- 2.1 Only the Requesting PSO's allocated franking permit number, identified and submitted to SingPost under clause 1.4 above shall be imprinted on the envelopes, carrier sheet, postcard, polywrap cover or label for delivery to addresses in Singapore.
- 2.2 The Requesting PSO shall indicate a return address in Singapore belonging to the Requesting PSO on the envelopes, carrier sheets, postcards, polywrap covers or labels used.

#### 3 FRANKED MAIL DOCKET INFORMATION

3.1 The Requesting PSO is required to submit a monthly franking docket directly to the Franking Section, Singapore Post, Singapore Post Centre, #05-33, Singapore 408600 by the second day of the following month.

Page 44 of 75

SingPost	
Requesting PSO	

#### 4 FRANKING IMPRINT

- 4.1 The franking imprint must be in red fluorescent ink.
- 4.2 The Postage value and the date impression must be legible and complete.
- 4.3 The value and date impression should be franked on the top right hand corner of the envelope or on the surface of the packet showing the recipient's address.
- 4.4 The date impression franked on the Mail must bear the actual date of posting.

#### 5 BAGGING

- 5.1 The Requesting PSO shall hand over the franked Mail at the BMC in SingPost's supplied bags.
- 5.2 The bags must be tagged with the franked Mail labels.
- 5.3 Each bag shall not exceed 20 kilogrammes.
- 5.4 Domestic Mail must be lodged in bags specified by SingPost.

#### 6 BUNDLING

- 6.1 Each Mail bundle must be bundled firmly within the published weight steps and sizes in pieces of 10s, 20s, 50s or 100s with the address side up so that the delivery address and the franked impressions are facing the front of the bundle; using sufficient strapping or rubber bands so that they do not burst open given reasonable handling.
- The Mail pieces must be capable of being handled individually and must not be stuck together due to the use of any adhesive in the enveloping and sealing process.
- 6.3 The Mail must also be bundled such that it will not cause any damage or tear to the Mail items. SingPost shall not be responsible for any damage or tear arising thereof.

#### 7 BAGS, BAG LABELS AND OTHER RECEPTACLES BELONGING TO SINGPOST

- 7.1 SingPost shall make available to the Requesting PSO:
  - a) Bags and labels as the Requesting PSO may reasonably require (at no extra cost to the Requesting PSO); and
  - b) Roll containers, subject to availability shall only be used, during lodgment at the BMC
- 7.2 The Requesting PSO shall return all the items referred to in clause 7.1(a) to SingPost upon the termination of this service or otherwise reasonably requested by SingPost. The Requesting PSO shall keep the property in safe custody and reasonably good condition allowing for reasonable wear and tear.

Page 45 of 75

SingPost	
Requesting PSO	

- 7.3 The Requesting PSO shall not:
  - a) Use the items stated at clause 7.1 for any other purpose other than the to effect the posting of Mail through SingPost;
  - b) Allow any third party to take possessions of, or have any rights over, such property or
  - c) Indiscriminately dispose the any un-usable, worn or torn Mail bags. All un-usable, worn, or torn Mail bags must be returned to SingPost for disposal.
- 7.4 SingPost shall be entitled to inspect the items stated at clause 7.1 at any reasonable time, and in the case of misuse of the property by the Requesting PSO or any third party, may repossess such property, and agrees to act reasonably when exercising this right.
- 7.5 The use of the supplied bags, roll containers, other available equipment and consumables shall be at the Requesting PSO's own risks.
- 7.6 SingPost shall be entitled to inspect the items stated in clause 6.1 at any reasonable time, and in the case of any misuse of the property by the Requesting PSO or any third party, SingPost may repossess such property, and shall exercise this right in a reasonable manner.

#### 8 PRICING

- 8.1 Mail must be franked according to SingPost's prevailing public Postage rates.
- 8.2 Based on prompt submission of the monthly franking dockets, SingPost shall return to the Requesting PSO an additional one percent (1%) of the franked postage value (in addition to the existing one percent (1%) rebate given on franked Postage value arising from the adjustment of the GST rate that took effect from 1 July 2007).
- 8.3 This amount will be accumulated and disbursed quarterly in January, April, July and October of each calendar year to the Requesting PSO.
- 8.4 Only Mail that is franked using the allocated Requesting PSO franking permit number shall be eligible for such a rebate as mentioned in clause 8.2 above.

#### 9 MAIL VERIFICATION

9.1 SingPost shall carry out sampling and checking of the Mail bags posted by the Requesting PSO to ensure that the Mail is franked with the franked permit submitted under clause 1.4, bundled and bagged according to the requirements of this scheme of service.

#### 10 ELECTRONIC FRANKING DOCKET

10.1 The Requesting PSO must, at its own costs, submit all franking dockets including its supporting documents and data electronically via SingPost's electronic franking docket system when it is made available to the Requesting PSO.

Page 46 of 75

SingPost	
Requesting PSO	

## Schedule 4

"Handing Off" Mail With Post Office (P.O.) Box Address

Page 47 of 75

SingPost	
Requesting PSO	

# SCHEDULE 4 "HANDING OFF" MAIL WITH POST OFFICE (P.O.) BOX ADDRESS

#### 1 SCOPE

- 1.1 The scheme is for "handing off" Mail with Post Office (P.O.) Box addresses.
- 1.2 The scheme shall be limited to Letters and Direct Mail up to 500 grammes per item.

#### 2 OPERATIONAL PROCEDURES

- 2.1 The Requesting PSO shall lodge Mail with P.O. Box address for domestic delivery at BMC.
- 2.2 Mail has to be lodged within the operating hours of the BMC.
- 2.3 Mail shall be lodged under the respective schemes and posting conditions as provided at Schedule 2A, 2B and 3.

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Page 48 of 75

SingPost	
Requesting PSO	

## Schedule 5

## SingPost's Service Level

Page 49 of 75

SingPost	
Requesting PSO	

## SCHEDULE 5 SINGPOST'S SERVICE LEVEL

#### 1 TERMS AND CONDITIONS

- 1.1 SingPost endeavours to provide a Service Level and quality that is enjoyed by all of SingPost's customers,
- 1.2 SingPost endeavours to convey and deliver Mail to the relevant addressee in Singapore within the time frame as agreed from time to time between SingPost and the Requesting PSO, which will be in an efficient manner and without unreasonable delay.
- 1.3 Without prejudice to the generality of clause 1.2, SingPost shall use reasonable endeavors to meet the Service Level.
- 1.4 For the avoidance of doubt, the Service Level shall not apply to items where:
  - a) The delivery of which is affected by any cause beyond SingPost's reasonable control pursuant to clause 11 of the main Agreement; and
  - b) Not posted in accordance with the posting, bagging and bundling requirements as stated in Schedules 1 to 4.
- 1.5 The end to end measurement system used to determine the Actual Service Performance herewith under clause 1.7 shall be the monthly Simulated Letter Test conducted by SingPost and as submitted to and published on a quarterly basis by the Authority.
- 1.6 Subject to satisfactory proof that at least 0.5% of the lodgment volume is affected, the Requesting PSO shall be eligible for SingPost's Service Level compensation scheme, which shall be calculated in accordance with the following formula:
  - a) Singapore-Origin PPI Homogeneous Letters

 $PCA = 0.5NP \times P1$ 

b) Singapore-Origin PPI Homogeneous Direct Mail and Incoming International Mail

 $PCA = 0.5NP \times P2$ 

where:

PCA is Performance Compensation Amount

NP is net Postage of affected lodgment

P1 is:

- Zero (0) if Actual Service Performance ≥ 98%

Page 50 of 75

SingPost	
Requesting PSO	

- the difference between Actual Service Performance and 98%, if Actual Service Performance  $\geq$  93% and < 98%
- 5% if Actual Service Performance < 93%

#### P2 is:

- Zero (0) if Actual Service Performance ≥ 95%
- the difference between Actual Service Performance and 95%, if Actual Service Performance ≥ 90% and < 95%
- 5% if Actual Service Performance < 90%

Notwithstanding anything contained herein, the PCA shall be up to a maximum aggregate amount of Singapore Dollars Five Thousand (S\$5,000) per annum.

#### 1.7 SingPost's Service Level shall be as follows:

(where for the purposes of this Agreement, "J" refers to the date of posting)

#### a) Singapore-Origin PPI Homogeneous Letters

98% of the Letters lodged at the BMC during BMC operating hours will be delivered by the next working day (i.e. J + 1) and 100% within three (3) working days following the date of posting (i.e. J + 3).

#### b) Singapore-Origin PPI Homogeneous Direct Mail

95% of the Direct Mail lodged at the BMC during BMC operating hours and addressed to recipients within and outside CBD will be delivered within three (3) working days following the date of posting (i.e. J + 3) for non-festive periods and within five (5) working days following the date of posting (i.e. J + 5) for festive periods (December to February)

#### c) Incoming International Mail

95% of the Mail lodged at the BMC during BMC operating hours will be delivered within three (3) working days following the date of posting (i.e. J + 3) for non-festive periods and within five (5) working days following the date of posting (i.e. J + 5) for festive periods (December to February).

#### d) Singapore-Origin Non-Homogeneous Mail

For Mail lodged at the BMC during BMC operating hours, 99% will be delivered by the next working day (i.e. J + 1) for delivery to the Central Business District ("**CBD**") and 98% will be delivered by the next working day (i.e. J + 1) for delivery outside the CBD and 100% within two (2) working days following the date of posting (i.e. J + 2).

Page 51 of 75

SingPost	
Requesting PSO	

e) Mail lodged after BMC's operating	hours
--------------------------------------	-------

Mail lodged after BMC operating hours shall be treated as the next working day's lodgment. The delivery standards stated in clause 1.7 (a), (b) and (c) above shall apply but shall commence from the following working day after the date of late lodgment.

f) Mail with Post Office (P.O.) Box addresses

Please refer to 1.7(a) to (e) above.

1.8 All requests for compensation consideration shall be notified to SingPost within fourteen (14) working days from the date of lodgment.

Page 52 of 75

SingPost	
Requesting PSO	

## **Schedule 6**

## Access Charges:

6A)	Domestic PSO Scheme
6B)	Incoming International PSO Scheme
6C)	Singapore-Origin Non-Homogeneous Mail
6D)	"Handing Off" Mail with Post Office (P.O.) Address
6E)	Miscellaneous Charges

Page 53 of 75

SingPost	
Requesting PSO	

## SCHEDULE 6 ACCESS CHARGES

#### 1 POSTAGE

1.1 The average weight per Mail is first established using representative samples of Mail pieces per weight step. The total pieces of Mail are then established using the following formula:

Total weight of the consignments - the receptacles weights

Average weight per Mail per weight step

The total Postage for the Mail is calculated by multiplying the total number of pieces by the per Mail piece charge per weight step

- 1.2 The Requesting PSO agrees to pay the prevailing Access Charges as listed in Schedule 6, where applicable and in accordance with the main Agreement.
- 1.3 The Requesting PSO shall at all times co-operate and comply with any reasonable request by SingPost to provide complete and accurate information in relation to each posting to determine or calculate the Access Charges payable thereon, provided always that this provision shall not oblige the Requesting PSO to divulge the identity of its customers(s), nor the particulars of any sender or recipient.

Page 54 of 75

SingPost	
Requesting PSO	

## SCHEDULE 6A DOMESTIC PSO SCHEME

#### (i) <u>LETTERS</u>

#### **Qualifying Volume**

Minimum of 1,600 of Homogeneous Letters per posting.

The Requesting PSO shall pay the following Access Charges for Letters only:

Weight Tier	Mail Characteristics	Access Charges
20g to 500g	Machineable Letters	2% off prevailing Domestic Bulk Mail rates*
20g to 500g	Non-machineable & Non-standard Letters	1% off prevailing Domestic Bulk Mail rates*

<sup>\*</sup>The prevailing Domestic Bulk Mail rates (not applicable to early posting incentive rates) are shown in the following page.

#### **Qualifying Dimension**

MAIL SIZE	Dimension	MACHINEABLE	NON-MACHINEABLE				
Standard Pogular	Minimum	140mm (L) x 90mm (W) x 0.2mm (T) x 2 grammes					
Standard Regular	Maximum	240mm (L) x 162mm (W) x 6.0mm (T) x 50 grammes					
Standard Largo	Minimum	241mm (L) x 163mm (W) x 0.9mm (T) x 20 grammes	140mm (L) x 90mm (W) x 0.2mm (T) x 2 grammes				
Standard Large	Maximum	324mm (L) x 229mm (W) x 7.0mm (T) x 500 grammes	324mm (L) x 229mm (W) x 14.0mm (T) x 500 grammes				

#### **Product Code**

			NON-MACHINEABLE			
MAIL SIZE	VOLUME	Best Quality - Barcoded - Presorted	Good Quality - Barcoded - Not Presorted	Average Quality - OCR Readable - Presorted	Minimum Quality - Presorted	
Standard Regular	1,600 - 10,000 > 10,000	LR2 LR1	LR5 LR3	LR6 LR4	LR7	
Standard Large	1,600 - 8,000 > 8,000	LL9 LL8	-	LR11 LL10	LL12	
Non Standard	≥ 1,600	-	-	-	LN13	

Page 55 of 75

SingPost	
Requesting PSO	

#### SINGPOST'S PREVAILING DOMESTIC BULK MAIL RATES (inclusive of prevailing GST)

#### **Access Charges**

Access Of	iai 900									
RATE			WEIGHT PER ITEM UP TO							
CODE	20g	40g	50g	100g	250g	500g				
LR1	\$0.241	\$0.296	\$0.353							
LR2 LR3 LR4	\$0.243	\$0.302	\$0.362							
LR5 LR6	\$0.245	\$0.305	\$0.366							
LR7	\$0.248	\$0.309	\$0.371							
LL8		\$0.	433		\$0.635	\$0.753				
LL9 LL10		\$0.	\$0.683	\$0.825						
LL11		\$0.	\$0.711	\$0.859						
LL12		\$0.	511		\$0.811	\$1.009				
LN13	\$0.	503	\$0.	791	\$0.939	\$1.358				

Page 56 of 75

SingPost	
Requesting PSO	

#### (ii) DIRECT MAIL

#### **Qualifying Dimension**

MAIL SIZE	Dimension	MACHINEABLE	NON-MACHINEABLE				
Standard Regular	Minimum	140mm (L) x 90mm (W) x 0.2mm (T) x 2 grammes					
Standard Regular	Maximum	240mm (L) x 162mm (W) x 6.0mm (T) x 50 grammes					
Standard Large	Minimum	241mm (L) x 163mm (W) x 0.9mm (T) x 20 grammes	140mm (L) x 90mm (W) x 0.2mm (T) x 2 grammes				
	Maximum	324mm (L) x 229mm (W) x 7.0mm (T) x 500 grammes	324mm (L) x 229mm (W) x 14.0mm (T) x 500 grammes				

#### **Product Code**

			NON-MACHINEABLE		
MAIL SIZE	VOLUME	Best Quality - Barcoded - Presorted	Good Quality - Barcoded - Not Presorted	Average Quality - OCR Readable - Presorted	Minimum Quality - Presorted
Non-Bulk	300 - 1,499				
Standard Regular	1,500 - 10,000 > 10,000	PR2/E PR1/E	PR5/E PR3/E	PR6/E PR4/E	PR7/E
Standard Large	1,500 - 8,000 > 8,000	PL9/E PL8/E	-	PR11/E PL10/E	PL12/E
Non Standard	≥ 1,500	-	-	-	PN13/E

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Page 57 of 75

SingPost	
Requesting PSO	

#### SINGPOST'S PREVAILING DOMESTIC BULK MAIL RATES (inclusive of prevailing GST)

**Access Charges** 

RATE		WEIGHT PER ITEM UP TO										
CODE	<b>20</b> g	40g	<b>50</b> g	100g	150g	<b>200</b> g	250g	300g	350g	400g	450g	<b>500</b> g
PR1	\$0.217	\$0.266	\$0.318									
PR2 PR3 PR4	\$0.219	\$0.272	\$0.326									
PR5 PR6	\$0.221	\$0.275	\$0.329									
PR7	\$0.241	\$0.300	\$0.360									
PL8		\$0.	390		\$0.450	\$0.511	\$0.571	\$0.592	\$0.613	\$0.636	\$0.656	\$0.678
PL9 PL10	\$0.407		\$0.476	\$0.545	\$0.614	\$0.640	\$0.665	\$0.691	\$0.716	\$0.742		
PL11	\$0.424		\$0.496	\$0.568	\$0.640	\$0.667	\$0.693	\$0.720	\$0.746	\$0.773		
PL12	\$0.496			\$0.593	\$0.690	\$0.787	\$0.825	\$0.863	\$0.902	\$0.940	\$0.979	
PN13	\$0.	488	\$0.	767	\$0.815	\$0.863	\$0.911	\$0.992	\$1.074	\$1.154	\$1.236	\$1.317

#### **Early Posting Access Charges**

	EARLY POSTING CUT-OFF TIME						
	MACHINEABLE	NON-MACHINEABLE					
Monday to Friday*	3.00 pm	1.00 pm					
Saturday*	12.00 pm	12.00 pm					

<sup>\*</sup> Excluding Public Holidays

RATE					WEIC	WEIGHT PER ITEM UP TO						
CODE	<b>20</b> g	40g	<b>50g</b>	100g	150g	200g	250g	300g	350g	400g	450g	<b>500</b> g
PR1E	\$0.215	\$0.263	\$0.315									
PR2E PR3E PR4E	\$0.217	\$0.269	\$0.323									
PR5E PR6E	\$0.219	\$0.272	\$0.326									
PR7E	\$0.239	\$0.297	\$0.356									
PL8E		\$0.	386		\$0.446	\$0.506	\$0.565	\$0.586	\$0.607	\$0.630	\$0.649	\$0.671
PL9E PL10E	\$0.403		\$0.471	\$0.540	\$0.608	\$0.634	\$0.658	\$0.684	\$0.709	\$0.735		
PL11E	\$0.420			\$0.491	\$0.562	\$0.634	\$0.660	\$0.686	\$0.713	\$0.739	\$0.765	
PL12E	\$0.491			\$0.587	\$0.683	\$0.779	\$0.817	\$0.854	\$0.893	\$0.931	\$0.969	
PN13E	\$0.	483	\$0.	759	\$0.807	\$0.854	\$0.902	\$0.982	\$1.063	\$1.142	\$1.224	\$1.304

Page 58 of 75

SingPost	
Requesting PSO	

#### (iii) NON-BULK MAIL RATES

For Mail volume between 300 and 1,499 items, Mail will be charged at SingPost's prevailing Non-Bulk Mail rates.

#### SINGPOST'S PREVAILING NON-BULK MAIL RATES (inclusive of prevailing GST)

WEIGHT PER ITEM UP TO	Standard Regular	Standard Large	Non Standard
<b>20</b> g	\$0.249		\$0.519
40g	\$0.311	\$0.519	ψ0.519
100g			\$0.831
250g		\$0.831	\$1.039
500g		\$1.039	\$1.558

Page 59 of 75

SingPost	
Requesting PSO	

## SCHEDULE 6B INCOMING INTERNATIONAL PSO SCHEME

Mail will be charged at SingPost's prevailing public Postage rates.

#### SINGPOST'S PREVAILING PUBLIC POSTAGE RATES (inclusive of prevailing GST)

WEIGHT PER ITEM UP TO	Standard Regular	Standard Large	Non-Standard
<b>20</b> g	\$0.26		\$0.50
40g	\$0.32	\$0.50	ψ0.50
100g			\$0.80
250g		\$0.80	\$1.00
500g		\$1.00	\$1.50

Page 60 of 75

SingPost	
Requesting PSO	

## SINGAPORE-ORIGIN NON-HOMOGENEOUS MAIL

Mail must be franked according to SingPost's prevailing public Postage rates.

The Requesting PSO shall receive from SingPost a further one percent (1%) rebate on the franked mail postage value in addition to the existing one percent (1%) rebate that arose from the adjustment of the Goods and Services Tax rate that took effect from 1 July 2007.

With effect from 1 June 2010 until 31 May 2011, the Requesting PSO will be entitled to a four percent (4%) rebate on the franked mail postage value. Accordingly, a total of six percent (6%) rebate will be given to the Requesting PSO.

#### SINGPOST'S PREVAILING PUBLIC POSTAGE RATES (inclusive of prevailing GST)

WEIGHT PER ITEM UP TO	Standard Regular	Standard Large	Non Standard
<b>20</b> g	\$0.26		\$0.50
40g	\$0.32	\$0.50	φυ.50
100g			\$0.80
250g		\$0.80	\$1.00
500g		\$1.00	\$1.50

Page 61 of 75

SingPost	
Requesting PSO	

## SCHEDULE 6D "HANDING OFF" MAIL WITH POST OFFICE (P.O.) BOX ADDRESS

Mail with P.O. Box addresses shall be charged accordingly:

- i) Singapore-Origin Homogeneous Mail refer to Schedule 6A
- ii) Incoming International Mail refer to Schedule 6B
- iii) Singapore-Origin Non-homogeneous Mail refer to Schedule 6C

Page 62 of 75

SingPost	
Requesting PSO	

## SCHEDULE 6E MISCELLANEOUS CHARGES

#### 1 SUMMARY OF ADMINISTRATIVE CHARGES

	Туре	Charge (S\$) Per incident
a)	Presentation of dishonoured cheque for payment	\$32.10
b)	Adjustment of billing invoice(s)	\$32.10
c)	Unsuccessful GIRO deduction for settlement of accounts	\$5.35
d)	Reactivation and resumption of mandated services	\$32.10

#### 2 CHARGES FOR UNPAID PPI MAIL

	Туре	Charge (S\$) Per Piece of Mail
a)	PPI mail found not to be posted at BMC and postage is unpaid	\$1.02 plus the unpaid postage for delivery
b)	Other PPI mail category or mail stream is found and differs from what has been declared and paid for at BMC	\$1.02 or a minimum of \$21.40 whichever is greater plus the unpaid postage for delivery

#### 3 CHARGES FOR DORMANT OR INACTIVE PPI PERMIT

3.1 SingPost will levy a non-refundable annual administrative fee of Singapore Dollars One Hundred Twenty-Eight and Cents Forty (S\$128.40) for any PPI Permit that is dormant or inactive (without any Mail posting transactions) for continuous period of twelve (12) months or more from the date of issuance of the PPI Permit.

#### 4 REQUEST FOR RETRIEVAL OF MAIL AFTER POSTING

4.1 Upon receiving a request for retrieval of mail after posting, SingPost shall endeavour to retrieve the Mail as soon as reasonably practicable and upon the Requesting PSO's payment of a processing fee of Singapore Dollars Twenty-One and Cents Forty (S\$21.40) per Mail item for every successful retrieval.

Page 63 of 75

SingPost	
Requesting PSO	

#### 5 CHARGES FOR MAIL WITH LESS THAN 300 PIECES PPI PER LODGMENT

5.1 A processing fee of Singapore Dollars Five and Cents Thirty-five (S\$5.35) or Singapore Cents Three (S\$0.03) per piece, whichever is greater, is chargeable if the posting is less than 300 pieces of Mail per lodgment per Mail homogeneity.

#### 6 DUPLICATE OR ENDORSEMENT ON ADDITIONAL COPY OF PPI POSTING DOCKETS

Request for duplicate or endorsement on additional copies of the PPI Posting Dockets must be made in writing to SingPost. An administrative fee of Singapore Dollars Five and Cents Thirty-Five (S\$5.35) per piece is payable for each duplicate or additional endorsement copy.

#### 7 LATE LODGMENT OUTSIDE BMC OPERATING HOURS

- 7.1 Ad hoc Mail posting after the standard BMC operating hours is available by filling in the Request Form for Late Lodgment of Postage Paid Impression (PPI) Mail at Annex 4. At least one working day's notice, prior to the late lodgment posting is required.
- 7.2 SingPost reserves the right not to accept or process any late lodgment Mail that comes in more than one hour later than the published time. A penalty fee of 50% of the published fixed late lodgments fees will be payable for any cancellation of the late lodgment booking.
- 7.3 The late lodgment hours and the corresponding applicable charges are given below for ad hoc late lodgment:

Description	Monday - Friday*
Within 1 hour after BMC operating hours	S\$300
After 1 hour but within 2 hours after BMC operating hours	S\$600
Description	Saturday*
Within 2 hours after BMC operating hours	S\$400
Description	Sunday*
10.00 am - 2.00 pm	S\$800

<sup>\*</sup> Late lodgment will not be accepted on the eve of and on public holidays

7.4 Requesting PSO who requires permanent daily late lodgment throughout the year (excluding Sundays and eve of and on public holidays) with a daily late lodgment quantity of at least 10,000 pieces of presorted and barcoded domestic Singapore-Origin Mail may arrange for discussions with SingPost for a separate late lodgment and payment scheme.

Page 64 of 75

SingPost	
Requesting PSO	

## Annex 1

## Form of Banker's Guarantee

Page 65 of 75

SingPost	
Requesting PSO	

#### [Letterhead of issuing bank]

Date:

#### SINGAPORE POST LIMITED

Finance Billing Unit 10 Eunos Road 8 #07-32 Singapore Post Centre Singapore 408600

Dear Sirs.

Banker's Guarantee no. XXXXXXXX for S\$x000.00

- IN CONSIDERATION OF SINGAPORE POST LIMITED (hereinafter called "Singapore Post") agreeing to provide [Company name and Address] (hereinafter called "the Customer") such services pursuant to a contract dated [insert date] (hereinafter called "the Contract"), we [banker's name] of [banker's business address] (hereinafter called "the Guarantor") hereby irrevocably and unconditionally undertake and guarantee to pay to Singapore Post upon receipt of its written demand in accordance with Paragraph 3 herein, all sums of monies which shall at any time be due and owing or which may become due and payable by the Customer to Singapore Post in respect of the Contract, up to a limit of Singapore Dollars [insert amount in words] ([insert amount in numerals]) (hereinafter called "the Guaranteed Sum").
- This Guarantee shall be valid from [<u>insert effective date</u>] until [<u>insert expiry date</u>] (hereinafter called the "Expiry Date"). All claims must be made within three (3) calendar months from the Expiry Date.
- A notification in writing by any duly authorized officer of Singapore Post notifying the Customer and the Guarantor of the sum of monies which is due and owing or which may become due and payable by the Customer to Singapore Post, shall be deemed to be final and conclusive in respect thereof.
- The Guarantor shall effect the payment required as the principal debtor under such a claim within fourteen (14) business days of the date of Singapore Post's notification in writing.
- The Guarantor further agrees that it shall not be discharged or released from this Guarantee by any arrangement between the Customer and Singapore Post, or by any alteration in obligations undertaken by the Customer or by any forbearance whether as to payment, time or otherwise, whether made with or without the Guarantor's consent.
- This Guarantee is not assignable or transferable in any form whatsoever.
- This Guarantee shall continue in full force and effect and shall not be affected or in any way be prejudiced by the liquidation, winding-up, judicial management, receivership or insolvency of the Customer, and/or any change in the Guarantor's constitution.
- 8 All payments by the Guarantor hereunder shall be made without set-off, counterclaim or crossclaim and shall be free of any withholding taxes, impost or levies.
- This Guarantee shall be governed by and construed in accordance with the laws of the Republic of Singapore, and the parties shall submit to the jurisdiction of the courts of the Republic of Singapore.

Signed by [<u>Bank officer</u>]
For and on behalf of [<u>Name of banker</u>] [<u>Designation</u>]

Page 66 of 75

SingPost	
Requesting PSO	

## **ANNEX 2**

## Postage Paid Impression Application Form

Page 67 of 75

SingPost	
Requesting PSO	



Singapore Post Limited Bulk Mail Centre 10 Eunos Road 8, #01-38, Singapore Post Centre Singapore 408600 Tel: (65) 6845 6651 / 6845 6211 Fax: (65) 6841 2990 (Reg. No. 199201623M)

#### POSTAGE PAID IMPRESSION (PPI) SERVICE ORDER FORM

:omnany Name & Address	A. PARTICULARS		La mana (Barina)		
Company Name & Address		Company/ Business			
		Registration No:	· · · · · · · · · · · · · · · · · · ·		
		(Please attach a copy of the	ne latest Business Registration	n Certificate for verification)	
Singapore (		)			
Nature/ Type of Business					
valure/ Type of Business					
ndustry Classification Code:	(Please see overleaf)				
Contact Name:	Designation:		Department	t/ Division:	
	Designation.		2000		
Telephone:	Fax:		Email:		
B. PLEASE FILL IN THE	FOLLOWING INFOR	MATION			
Frequency of Posting * Daily / Monthly / Quarterly / C					
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  C. CONFIRMATION OF S  1) We hereby certify that the above par 2) We have read the Terms and Condit	ng s or a processing fee will be levied SERVICES Ticulars are correct. tions and the Specifications any's Business Registration	s and agree to abide by th Certificate issued by Acc	ounting and Corporate F	Regulatory Authority with this application. een ourselves and SingPost. Official Stamp of Company	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  C. CONFIRMATION OF S  1) We hereby certify that the above par 2) We have read the Terms and Condit 3) I attached a latest copy of my compa 4) We agree that upon acceptance of the	ng s or a processing fee will be levied SERVICES Ticulars are correct. tions and the Specifications any's Business Registration	s and agree to abide by th Certificate issued by Acc ent shall constitute a fully l	ounting and Corporate F	een ourselves and SingPost.	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  CONFIRMATION OF S  ) We hereby certify that the above par () We have read the Terms and Condii () I attached a latest copy of my compact) We agree that upon acceptance of the Authorised Signature  Authorised Signature	ng s or a processing fee will be levied SERVICES  ticulars are correct. tions and the Specifications any's Business Registration his order form, this docume	s and agree to abide by th Certificate issued by Acc ent shall constitute a fully l	ounting and Corporate F	een ourselves and SingPost.	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  CONFIRMATION OF S  1) We hereby certify that the above par 2) We have read the Terms and Condit 3) I attached a latest copy of my compa 4) We agree that upon acceptance of the same	ng s or a processing fee will be levied SERVICES  ticulars are correct. tions and the Specifications any's Business Registration his order form, this docume	s and agree to abide by th Certificate issued by Acc ent shall constitute a fully l	ounting and Corporate F	een ourselves and SingPost.	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  CONFIRMATION OF S  ) We hereby certify that the above par 2) We have read the Terms and Condit 3) I attached a latest copy of my compa 4) We agree that upon acceptance of the service is available to Singapore registered.  Please allow one week for processing. You may contact us for a copy of the latest Ter PPI service is available to Singapore registered.	ng s or a processing fee will be levied SERVICES  ticulars are correct. tions and the Specifications any's Business Registration his order form, this docume	s and agree to abide by th Certificate issued by Acc ent shall constitute a fully l	counting and Corporate F binding agreement betw	een ourselves and SingPost.	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  CONFIRMATION OF S  ) We hereby certify that the above par 2) We have read the Terms and Condit 3) I attached a latest copy of my compa 4) We agree that upon acceptance of the service is available to Singapore registered.  Please allow one week for processing. You may contact us for a copy of the latest Ter PPI service is available to Singapore registered.	ng s or a processing fee will be levied SERVICES  ticulars are correct. tions and the Specifications any's Business Registration his order form, this docume	s and agree to abide by th Certificate issued by Acc ent shall constitute a fully l	counting and Corporate F binding agreement betw	een ourselves and SingPost.  Official Stamp of Company	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  CONFIRMATION OF S  ) We hereby certify that the above par () We have read the Terms and Condit () I attached a latest copy of my compact) () We agree that upon acceptance of the state of the service is available to Singapore registered for Official Use	ng s or a processing fee will be levied SERVICES  ticulars are correct. tions and the Specifications any's Business Registration his order form, this docume	s and agree to abide by th Certificate issued by Acc ent shall constitute a fully l	counting and Corporate F binding agreement betw	een ourselves and SingPost.  Official Stamp of Company	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  CONFIRMATION OF S  ) We hereby certify that the above par () We have read the Terms and Condit () I attached a latest copy of my compact) () We agree that upon acceptance of the state of the service is available to Singapore registered for Official Use	ng s or a processing fee will be levied SERVICES  ticulars are correct. tions and the Specifications any's Business Registration his order form, this docume	s and agree to abide by th Certificate issued by Acc ent shall constitute a fully be Date	counting and Corporate Fibinding agreement betw	een ourselves and SingPost.  Official Stamp of Company	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  CONFIRMATION OF S  ) We hereby certify that the above par 2) We have read the Terms and Condit 3) I attached a latest copy of my compa 4) We agree that upon acceptance of the service of the service is available to Singapore registered.  For Official Use  Processing Officer's Name	ng s or a processing fee will be levied SERVICES  ticulars are correct. tions and the Specifications any's Business Registration his order form, this docume  ms and Conditions. d companies only.	s and agree to abide by th Certificate issued by Acc ent shall constitute a fully be Date	counting and Corporate Fibinding agreement between the	een ourselves and SingPost.  Official Stamp of Company	
* Daily / Monthly / Quarterly / C  Estimated quantity per posti (Minimum quantity must be 300 piece  C. CONFIRMATION OF S  1) We hereby certify that the above par 2) We have read the Terms and Condii 3) I attached a latest copy of my compa 4) We agree that upon acceptance of the ac	ng s or a processing fee will be levied SERVICES  ticulars are correct. tions and the Specifications any's Business Registration his order form, this docume  ms and Conditions. d companies only.	s and agree to abide by the Certificate issued by Accent shall constitute a fully large and Date    Signature	counting and Corporate Fibinding agreement between the	Official Stamp of Company  Date	

Page 68 of 75

SingPost	
Requesting PSO	

#### INDUSTRY CLASSIFICATION

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SingPost	
Requesting PSO	

## **ANNEX 3**

## Postal Sector Grouping Sort Plan for Lodging Mail in Pallets

Page 70 of 75

SingPost	
Requesting PSO	

#### Postal Sector Grouping Sort Plan for Lodging Mail in Pallets

	Name of Regional Delivery Base	Tier/Grouping	Postal Sector - First 2-digit of the 6 digit postal code #
		1	01, 02, 04, 06
1	Robinson	2	05, 07, 08
		3	03, 17
		1	09, 10, WTC
		2	11, 13
		3	12
2	Ayer Rajah	4	14, 15
	,	5	16
		6	27
		-	
		1	18
		2	19
3	Kallang	3	20, 21
•		4	22, 23
		5	24, 25, 26
		6	
		7	32, 33 34, 35, 36
		1	34, 35, 36
		4	28, 29, 30
	Thomas	1	
4	Thomson	2	31
		3	56
		4	57
		·	
		1	37, 40, 41
		2	38, 39
5	Singapore Post Centre	3	42, 43
		4	44, 45
		5	46, 47
6	Loyang	1	48, 49, 50, 51
		2	52
		1	53, 54
7	Paya Lebar	2	55, 79, 80
	•	3	82
8	Bukit Panjang	1	58, 59, 65
-	· · · · · · · · · · · · · · · · · · ·	2	66, 67, 68, 69, 70, 71
		_	00, 0., 00, 00, 10, 11
9	Jurong	1	60, 64
-		2	61, 62, 63
		_	01, 02, 00
10	Woodlands	1	72, 73, 74
10	v v Oodiai ids	2	75, 76, 77, 78, 83
			13, 10, 11, 10, 03
11	ATC and DTD	1	04
11	ATC and PTB	1	81

sector groupin gs may be subject ed to change from time to time. SingPo st shall give the PSO a notice period of one (1) month if there are change s to this Annex.

#: the postal

How To Palletize Accordi ng To The Sort Plan

Types of mail bundles	Sorting of the mail bundles on the pallet	Labeling on the outside of the pallet label
Sufficient mail per delivery base sector codes sort plan	Sort and lay sector mail bundles of each delivery base. Use a paper divider to segregate the mail bundles of each the sectors according to the tier group 1, 2 and 3 of Annex 2	Label pallet to the delivery base and indicate the postal codes on the outside plastic wrapping of the pallet:
E.g.	E.g.	E.g.

Page 71 of 75

SingPost	
Requesting PSO	

Mail to Robinson sectors:  Enough mail bundles to 01,02,04.06  Enough mail bundles to 05,07,08.  Enough mail bundles to 03 and 17	Mail bundles for sectors 01, 02, 04 and 06 can be put on first tier (1) of the pallet. Then put a paper divider over the mail bundles. List down the sector 01,02,04 and 06 on the paper divider  Mail bundles for sectors 05, 07 and 08 put on 2nd tier and use another paper divider after completion. List down the sector 05,07 and 08 on the paper divider and so on  Mail bundles for sectors 03 and 17 put on the 3rd tier and use another paper divider after completion. List down the sector 03 and 17 on the paper divider	Delivery Base: Robinson  Postal Sector: 01.02,04,06,05,07,08,03,17  No of copies 2000 pcs  Title: XYZ
Not enough mail bundles to neatly divided up the sector tier by tier according to the sort plan on the pallet BUT still enough mail bundles to make up a pallet to a single delivery base.	Mail bundles of all postal sectors to be stacked neatly in sequential order of the postal codes.  Mail bundles of the same postal codes and preferably also of the same level tier (1, 2 or 3) be put together as far as possible.  Once the tier is completed, list down all the sector codes of the tiers. Put a piece of paper divider and go on to stack the next other postal sectors bundles.	Indicate all the postal codes the pallet contains.  Delivery base:  Postal Sector: list down all the postal codes  No of copiespcs  Title
Mixed sector codes for all delivery bases - not enough mail for any single delivery base to make up a pallet to a single delivery base	Stack neatly all mail bundles on the pallet and indicate the sector codes on the plastic wrapping of the pallet	Label pallet as " mixed codes" and "mixed delivery bases"  Delivery Base: Mixed  Postal Sectors Mixed (list down the sector codes  No of copiespcs  Title

## **ANNEX 4**

Page 72 of 75

SingPost	
Requesting PSO	

# Request Form for Late Lodgment of Postage Paid Impression (PPI) Mail

Page 73 of 75

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Singapore Post Limited Bulk Mail Centre 10 Eunos Road 8, #01-38, Singapore Post Centre Singapore 408 600 Tel: (65) 6845 6651 / 6845 6211 Fax: (65) 6841 2990 (Reg. No. 199201623M)

#### Request for Late Lodgment of Postage Paid Impression (PPI) Mail

A. Particulars				
Company Name & Address of Applicant*: (Late Lodgment charges will be billed to)		PPI Permit No. / Account No.:		
			Date of Lodgment Required:	
	<b>Singapor</b> (	,	Time of Lodgment:	
Contact Name:	Singapore (	Designation:	Department / Section:	Telephone Number:
(Dr / Mr / Miss / Mrs / Mdm / M	ls)	Ü		·
Mobile Number:		Fax Number:	Email Address:	
* If the PPI Permit No. or billing account is charged to a different party from the applicant, the applicant must present a letter of approval from the party to be billed to.				
B. Services Rec	uired (Plea	ase tick the appropriate bo	x and fill in the details requ	ıired)
Monday to Friday **				
<u> </u>				
	hour after BM <b>)</b> flat rate	IC operating hours		
After 1 hour but within 2 hours after BMC operating hours \$\$600.00 flat rate				
Saturday **				
Within 2 hours after BMC operating hours \$\$400.00 flat rate				
Sunday **				
10.00 am to 2.00 pm S\$800.00 flat rate				
		PPI Permit No. / Title of Artic		
PPI Permit No.		Title of Article	es	Number of Copies

\*\* Late lodgment will not be accepted on the eve of and on Public Holidays.

Page 74 of 75

SingPost	
Requesting PSO	

# Terms and Conditions Ad-hoc Mail posting after the standard BMC operating hours is available by filling in the Request Form for Late Lodgment of Postage Paid Impression (PPI) Mail. At least one working day notice, prior to the late lodgment posting, is required. SingPost reserves the right not to accept or process any late lodgment Mail that comes in more than one hour later than the published time(s). A penalty fee of 50% of the published late lodgment fees will be payable for any cancellation of the late lodgment booking. All Mail for late lodgment must be homogeneous. There shall be no late lodgment acceptance for Mail posted under the Incoming International PSO Scheme and the Singapore-Origin non-homogeneous Mail PSO Scheme. Mail lodged after BMC operating hours shall be treated as next working day's lodgment. Please refer to our PPI Service Terms and Conditions available for SingPost's Service Level. SingPost will only accept the late postings upon the receipt of this application form, which must be completed and signed. Please do not post the Mail until you have received our official confirmation on the acceptance of your application. We/I agree to abide by the PPI Service Terms and Conditions pertaining to the late posting charges and also pay the full cost of these late posting charges as calculated by SingPost.

Company Stamp / Date

Authorized Officer's Signature / Name

D. For Official Use			
To be filled in by Supervisor			
Date of Applicant Request:	BMC Billing Reference No.:		
Late Lodgment Accepted:	Breakdown of Charges:		
YES	Standard Charge		
NO NO	Add Other / Special Charge		
	Add GST		
Signature & Date:	Total Charges for Late Posting		
To be filled in by Input Staff			
Name of Input Staff:	Docket No.:		
Copied Faxed to Applicant on:	Total Charges:		
	Signature & Date:		

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