TERMS AND CONDITIONS OF TENDER

IT IS IMPORTANT THAT YOU, THE "**TENDERER**", READ CAREFULLY AND UNDERSTAND THESE TERMS AND CONDITIONS OF TENDER. BY SUBMITTING YOUR TENDER OFFER DOCUMENTS TO SINGTEL, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF TENDER AND THE INSTRUCTIONS TO TENDERERS. IF YOU CHOOSE NOT TO ACCEPT THESE TERMS AND CONDITIONS OF TENDER AND THE INSTRUCTIONS TO TENDERERS, YOU MUST NOT PARTICIPATE IN THE TENDER.

1. Definitions

Words and expressions used in these Terms and Conditions of Tender, unless defined in these Terms and Conditions of Tender, shall bear the same meanings as are defined and/or used in the Group Master Supply Agreement or where applicable, the Simple Supply Agreements:

"**BAFO**" means the best and final offer submission through the Platform, which may consist of one or more rounds, for the Tenderer to submit its best and final price with respect to its submission of the Tender Offer Documents;

"**Optus**" means Singtel Optus Pty Ltd;

"**Optus Group Companies**" means Singtel Optus Pty Ltd and its Related Corporations incorporated in Australia;

"**Platform**" means the Ariba tender submission platform through which the Tender is to submit its Tender Offer Documents to Singtel.

"**Related Corporation**" has the meaning given to that term in Section 6 of the Companies Act of Singapore (Chapter 50), or the meaning as given to 'related body corporate' as defined in Section 9 of the Corporations Act of Australia (Cth), as the case may be;

"**Singtel**" means Singapore Telecommunications Limited and/or Optus;

"**Singtel Group Companies**" means Singtel and each Related Corporation of Singtel and/or the Optus Group Companies, each a "**Singtel Group Company**";

"**Subsequent Tender Offers**" shall have the meaning giving to it in Clause 2.2.

"**Tender Offer**" shall have the meaning given to it in Clause 2.1 and shall include Subsequent Tender Offers.

"**Tender Offer Documents**" means all documents duly completed and submitted by the Tenderer to Singtel by the Tenderer in response to the tender, and shall include those documents that form part of the Tender Pack; and

"**Tender Pack**" means the set of documents relating to the tender that are released to the Tenderer through the Platform (or that are otherwise provided by or on behalf of Singtel to the Tenderer), including but not limited to the Invitation to Tender, the Instructions to Tenderers, the Group Master Supply Agreement, the Statement of Works or Scope of Works (as the case may be) or where applicable, the Simple Supply Agreement, the Statements of Compliance to the Group Master Supply Agreement and the Supplier Financial Assessment Form.

2. Tender Offer

2.1 Having examined and fully understood the Tender Pack, and by submitting the Tender Offer Documents the Tenderer irrevocably offers to Singtel to provide the Goods and/or Services to the relevant Singtel Group Company described in the Statement of Works or Scope of Works (as the case may be) or where applicable, the Schedule of the Simple Supply Agreement, on the terms and conditions set out in the Group Master Supply Agreement (in the case where the Tenderer and Singtel had previously entered into a Group Master Supply Agreement, that Group Master Supply Agreement, and in all other cases, the agreement to be entered into between the Tenderer and Singtel in the form of the Group Master Supply Agreement included in the Tender Pack) and the Statement of Works or Scope of Works (as the case may be) or where applicable, the Simple Supply Agreement, at the prices set out in the Tender Offer Documents ("**Tender Offer**"). If the Tender Offer contains conditions which are not in accordance with the terms of the Tender Pack, Singtel (i) shall not be obliged to consider, and may disregard such Tender Offer, or (ii) may in its sole discretion, treat the Tender Offer as having been submitted without such additional conditions, and the Tender Offer shall be capable of acceptance by Singtel as if such conditions were not included therein.

2.2 In the event that the Tenderer submits subsequent Tender Offers, at the request of Singtel, whether in the form of clarifications (to the extent that such clarifications, whether alone or taken as a whole, amount to a substantive revision of the initial Tender Offer), resubmissions or BAFO submissions ("**Subsequent Tender Offer**"), each Subsequent Tender Offer shall be subject to these Terms and Conditions of Tender and the Instructions to Tenderers (including as to validity period), and shall not supersede, replace or revoke any previous Tender Offers nor shall it be considered as a counter offer from the Tenderer unless specified by Singtel.

3. Offer Validity Period

3.1 The Tenderer agrees and undertakes that its initial Tender Offer shall remain irrevocable, valid and binding upon the Tenderer for a period of 6 months from the tender bid closing date and time specified in the Platform Event Overview and Timing Rules (such date, the "**Tender Bid Closing Date**" and such period, the "**Offer Validity Period**") or such extended period as Singtel may in its sole discretion determine and notify in writing to the Tenderer (the "**Extended Offer Validity Period**"). For the case of Subsequent Tender Offer, it shall remain irrevocable, valid and binding upon the Tenderer for the Offer Validity Period of 6 months from the date on which the Subsequent Tender Offer is submitted or if extended by Singtel, such Extended Offer Validity Period. Singtel may by written notice to the Tenderer accept any Tender Offer or Subsequent Tender Offer at any time before the expiration of such period.

3.2 By submitting the Tender Offer, the Tenderer agrees to be bound by and the Tenderer shall fully and strictly comply with these Terms and Conditions of Tender, the Instructions to Tenderers and the Invitation to Tender.

3.3 Except to the extent specified in Clauses 2, 3, 4.1 and 5 of these Terms and Conditions of Tender and without limiting or otherwise affecting Singtel's rights under these Terms and Conditions of Tender:

(a) nothing in the tender process to which the Tender Pack relates will be construed to create any binding agreement (express or implied) between any Singtel Group Company and any Tenderer; and

(b) neither the tender process nor any conduct or statement by any Singtel Group Company or its Personnel during that tender process is an offer to contract or a binding undertaking of any kind by the Singtel Group Company.

3.4 The Tenderer agrees that it shall hold Singtel Group Companies harmless at all times from and against any and all claims, charges, demands, actions, legal proceedings, penalties, costs, expenses, losses, damages and legal fees (on a full indemnity basis), of whatever nature and irrespective of any legal principles relating to remoteness of damage, which may be suffered or incurred by any Singtel Group Company, arising out of or in connection with any breach of the Tenderer of its obligations under Clauses 2, 3.1, 3.2, and 4.1 to not vary, withdraw or revoke, or attempt to vary, withdraw or revoke, its Tender Offer during the Offer Validity Period and/or the Extended Offer Validity Period.

4. Offer Prices

4.1 The Tenderer confirms and accepts that all prices quoted in its Tender Offers, shall constitute an irrevocable offer to Singtel during the Offer Validity Period or any Extended Validity Period, as the case may be, provided always that the prices quoted in any Subsequent Tender Offers shall not be higher than those quoted in the Tenderer's initial Tender Offer nor shall the Tenderer impose any conditions in respect of the new pricing, unless Singtel agrees otherwise. Where the Tenderer has not been requested to submit any revised prices through a Subsequent Tender Offer or where having been requested to submit revised prices through a Subsequent Tender Offer, does not do so, the prices quoted in its initial submission of the Tender Offer Documents shall remain valid, irrevocable and capable of acceptance by Singtel.

4.2 The Tenderer shall quote all prices on a DDP (Delivered Duty Paid) Buyer's Store basis including importation clearance. However, Tenderers are also welcome to quote, in addition to DDP Buyer's Store basis, other bases (e.g. FOB/FCA, CIF/CIP/DDU, etc.), for Singtel's consideration.

4.3 All prices quoted shall be inclusive of all levies, excise, use, value-added, taxes, and any duties imposed by the government of the relevant jurisdiction (if applicable), and the Tenderer shall clearly state the following:

(a) whether Goods and Services Tax (GST) or other similar taxes will be chargeable under the law in force in the jurisdiction in which the Goods and/or Services will be provided and the amount chargeable; and

(b) if applicable, inclusive of all levies, excise, use, value-added, taxes, and any duties imposed by the government of the relevant jurisdiction and the amount chargeable.

5. Tender Deposit

5.1 At the request of Singtel, the Tenderer shall furnish Singtel a security deposit ("**Tender Deposit**") at the same time as it submits its Tender Offer Documents or at such other time as notified by Singtel in writing. Where the submitted Tender Offer Documents relate to the supply of goods and services to a Singtel Group Company (other than an Optus Group Company), then the Tender Deposit shall be in the sum as specified by Singtel in writing and be furnished in the form of an unconditional performance bond from an insurance company established in the Republic of Singapore or in Australia or an unconditional banker's guarantee issued by a bank approved by, and on such terms and conditions as described in **Annexure 1**. Where the submitted Tender Offer Documents relate solely to the supply of goods and services to an Optus Group Company, then the Tender Deposit shall be in the sum as specified by Optus in writing and be furnished in the form of an unconditional performance bond an unconditional banker's guarantee from a bank established in Australia, in the form set out in **Annexure 2** and approved by Singtel.

5.2 Failure to furnish the Tender Deposit in the manner set out in this Clause shall render the Tender disqualified.

5.3 The Tender Deposit shall constitute security for the Tenderer's obligations under these Terms and Conditions of Tender not to vary, withdraw or revoke, or attempt to vary, withdraw or revoke, its Tender Offer during the Offer Validity Period and/or the Extended Offer Validity Period. Singtel shall be entitled to retain the Tender Deposit until the end of the Offer Validity Period or the Extended Offer Validity Period or the award of the Tender to a successful Tenderer, whichever occurs later.

5.4 Upon award of the Tender to a successful Tenderer, Singtel shall return the Tender Deposit for the full value or the balance thereof without any interest payable thereon by Singtel, as the case may be, to the respective Tenderers who provided the Tender Deposit except that the Tender Deposit shall only be returned to the successful Tenderer Provided That the successful Tenderer furnishes a Security Deposit respectively to Singtel and/or Optus in accordance with the Group Master Supply Agreement.

5.5 The Tenderer shall procure that the date specified in the unconditional performance bond or unconditional banker's guarantee as the "expiry date" is successively extended so that demands under the such performance bond or banker's guarantee can continue to be validly made by Singtel and honoured by the issuing institute at any time throughout the period from the date of issuance of such performance bond or banker's guarantee up to the expiry or termination of the Offer Validity Period or the Extended Offer Validity Period, whichever occurs later. Without prejudice to the foregoing, in the event that the Tenderer shall neglects or fails in any way to observe, carry out, fulfill or discharge any of its obligations under this Clause, Singtel shall be entitled to make a demand under the performance bond or banker's guarantee for such amount as Singtel may deem appropriate and to retain any and all amounts paid by the issuing institute under the performance bond or banker's guarantee.

5.6 Singtel shall be entitled to make a demand under the Tender Deposit for such amount as Singtel may deem appropriate at any time if the Tenderer breaches its obligations under these Terms and Conditions of Tender by varying, withdrawing or revoking, or attempting to vary, withdraw or revoke, its Tender Offer during the Offer Validity Period and/or Extended Offer Validity Period.

5.7 Any demand made by Singtel under the Tender Deposit and any payment received by Singtel thereunder shall not preclude, affect or restrict the exercise of any rights by Singtel under these Terms and Conditions of Tender or any legal remedy or relief to which Singtel is entitled arising from any breach of the Tenderer of its obligations under these Terms and Conditions of Tender to not vary, withdraw or revoke, or attempt to modify, withdraw or revoke, its Tender Offer during the Offer Validity Period and/or the Extended Offer Validity Period, or any matter or event in respect of or pursuant to which the demand is made.

6. Publicity

The Tenderer shall not, at any time, be entitled to refer to the Singtel Group Companies and/or use the trade or service marks of the Singtel Group Companies in its publicity materials, except where it has obtained the prior written approval of Singtel or the relevant Singtel Group Company (as the case may be). Where the Tenderer wishes to refer to any Singtel Group Company in its publicity material:

(a) the Tenderer shall provide all publicity materials to Singtel or the relevant Singtel Group Company at least 14 days before the proposed use or publication of such materials for clearance; and

(b) Singtel or the relevant Singtel Group Company shall have the right to amend or reject any portion or all of the materials and may also require the Tenderer to comply with any guidelines in relation to the use of its trade or service marks.

Singtel Group Companies' name and reputation shall always be preserved and held in high esteem in such publicity materials.

7. Singtel's Use of Tenderer's Material

In submitting a Tender Offer, the Tenderer grants Singtel and each other Singtel Group Company a non-exclusive, perpetual, irrevocable licence to use, modify, adapt and make copies of all copyright and other intellectual property in its Tender Offer Documents for the purpose of:

(a) evaluating and clarifying the Tender Offer and the Tender Offer Documents;

(b) negotiating an agreement with the Tenderer;

(c) managing any agreement with the Tenderer;

(d) complying with any applicable legal, regulatory or audit requirements; and

(e) responding to any disputes relating to the tender process.

8. Tenderer's Acknowledgments

8.1 In submitting its Tender Offer Documents, the Tenderer agrees and acknowledges that:

(a) it has read, and agrees to be bound by and comply with these Terms and Conditions of Tender, the Instructions to Tenderers and the Invitation to Tender;

(b) it has examined all of the documents in the Tender Pack and all other documents referred to in them, and all other information made available in writing by any Singtel Group Company for the purposes of submitting a bid;

(c) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances having an effect on its bid;

(d) the requirements and obligations (including any quantities, volumes and timeframes) detailed in the Tender Pack and any other information made available in writing by Singtel (the "**Stated Requirements**") are based on projected or estimated future requirements only and may vary significantly from Singtel's actual requirements, and Singtel does not warrant or guarantee (or commit to) any such Stated Requirements;

(e) it has made its own independent assessments of actual workload requirements for the Scope of Works or the Statement of Works (as the case may be) or where applicable, the Simple Supply Agreement;

(f) it has not relied on any express or implied representation, whether oral, written or otherwise made by or on behalf of Singtel, its officers, employees or agents, other than any express representation contained in the Tender Pack as provided by Singtel (but those express representations will be read subject to the other paragraphs in this section);

(g) it has satisfied itself as to the correctness and sufficiency of its bid, as documented in the Tender Offer Documents;

(h) Singtel will rely on all of the information and representations contained in the Tender Offer Documents and any subsequent written clarification of those documents requested by Singtel and provided by the Tenderer, for the purposes of evaluating the Tender Offer; and

(i) as part of its evaluation of Tender Offers, Singtel may have regard to any information (including information which it obtains independently of the Tenderer), and make such enquiries, and undertake such checks, in relation to a Tenderer or its bid as Singtel deems appropriate.

8.2 The Tenderer agrees to provide Singtel with such information as is determined by Singtel to be necessary in order to evaluate the Tender Offer, including any information as to pricing.

8.3 The Tenderer must not disclose to any person (other than its personnel and advisors) or publish in any form or media:

(a) any part of the Tender Pack or any other information provided by Singtel;

(b) any information or document which refers to or includes details of this tender process or Singtel's requirements (including the fact that Singtel is conducting this tender process).

9. Disqualification

Singtel may (in its sole and absolute discretion and without notice) disregard Tender Offers and disqualify Tenderers from the tender process with immediate effect in any of the following circumstances:

(a) the Tender Offer Documents are incomplete;

(b) the Tender Offer Documents are not printed on the Tenderer's company letterhead;

(c) the Tenderer's submission of the Tender Offer Documents is received after the Tender Bid Closing Date;

(d) the Tenderer imposes any condition(s) that would enable it to withdraw or revoke the Tender Offer before the expiry of the Offer Validity Period or the Extended Offer Validity Period;

(e) the Tenderer has engaged in any conduct referred to in Clause 10 or has in any other respect failed to fully comply with these Terms and Conditions of Tender or the Instructions to Tenderers;

(f) a Tender Offer Document or other information submitted by the Tenderer contains any false or misleading information;

(g) any part of the Tender Offer Documents has been completed with information unlawfully obtained, or with the improper assistance of, employees or contractors (or former employees and contractors) of a Singtel Group Company;

(h) the Tenderer, or a director or officer of the Tenderer, is insolvent or bankrupt;

(i) the Tenderer has an actual, potential or perceived conflict of interest that cannot be managed to Singtel's satisfaction;

(j) there has been a breach, or other deficiency in the performance, of a substantive obligation of the Tenderer under a current or previous agreement between the Tenderer and any Singtel Group Company; or

(k) the Tender Offer contains any condition or term which is non-compliant with the Tender Pack, including the Group Master Supply Agreement, Statement of Works or Scope of Works, or where applicable, the Simple Supply Agreement.

10. Collusive Tendering

The Singtel Group Companies reserves the right to take any action which it deems appropriate should any of the Singtel Group Companies have any reason to believe that any collaboration or collusion between Tenderers in relation to exchange of information, fixing of prices or conditions of contract or otherwise, or any other act that might influence the result of a tender, has occurred.

11. Governing Law and Jurisdiction

These Terms and Conditions of Tender shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of Singapore.

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Annexure 1

Singtel Specimen of Banker's Guarantee

To:
[Insert name of relevant Singtel Group Company]
c/o Singapore Telecommunications Limited
Procurement Department
31 Exeter Rd #13-00, Comcentre
Singapore 239732

Attention: Manager (Procurement)
(Bid/ Tender Reference:)

Whereas **Singapore Telecommunications Limited** ("**Singtel**"), and which expression shall include its successors and assigns) has on *[insert date on which the Tender was called]* entered into a terms and conditions of tender ("**Tender T&C**") for the tender *[insert name and ref. no. of tender*] with *[insert Tenderer company name]* whose company registration number ________________and registered office is at __________ ("**Tenderer**") on condition that the Tenderer provide to Singtel an appropriate banker's guarantee for such amount as may be required by Singtel; and

Whereas We, with company registration number, _________, and whose registered office is at ____ ("**Guarantor**") have requested and Singtel has agreed to accept the guarantee in the form set out herein.

Now in consideration of the promises, we hereby bind ourselves to and irrevocably and unconditionally guarantee payment of the sum of Singapore Dollars (S$) ("**Guaranteed Sum**") as Security Deposit, for the due performance by the Tenderer of the terms and conditions of the Tender T&C.

This Guarantee shall be effective from [insert contract commencement date] until [insert initial expiry date to be period of Tender T&C plus 6 months] and shall be successively extended for a period of [insert timeframe] thereafter. Any claim to be made hereunder shall have to be made not later than three (3) months from the expiry date of this Guarantee. In the event of default by the Tenderer in the performance of any of the terms and conditions of the Tender T&C as notified to the Guarantor by Singtel in the manner hereinafter set out, the Guarantor shall satisfy and discharge any and all loss, damages, costs and expenses sustained or likely to be sustained by Singtel thereby up to the amount of the Guaranteed Sum guaranteed herein.

The Guarantor undertakes to pay Singtel up to the Guaranteed Sum upon receipt of a written claim or demand signed by the Chief Executive Officer or an authorised officer of Singtel stating that the Tenderer is in default in the performance of any of the terms and conditions of the Tender T&C and that the amount claimed or demanded therein is on account of the amount of loss, damages, costs and expenses sustained or likely to be sustained by Singtel thereby. Such written claim or demand shall be deemed to be final and conclusive in respect of both these matters and the Guarantor shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or demand.

The Guarantor shall be obliged to effect the payment required as the principal debtor under such a claim or demand within seven (7) business days of the Guarantor's receipt thereof.

The Guarantor further agree that Guarantor shall not be discharged or released from this Guarantee by any arrangement made between the Tenderer and Singtel with or without the Guarantor's assent or by any alteration in the obligations undertaken by the Tenderer or by any forbearance whether as to payment, time, performance or otherwise.

Save that this Guarantee is transferable by Singtel to its successors and assigns or any of its related corporations, this Guarantee is a non-transferable Guarantee.

This Guarantee shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.

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 Tenderer.

All payments by us hereunder shall be made without set-off, counterclaim or cross-claim and shall be free of any withholding taxes, impost or levies.

Date:

Signed by ____ (please fill in name)

for and on behalf of _______________________________________ (company's name)

in the presence of ____ (please fill in name)

Annexure 2

Minimum Requirements for Banker's Guarantee in Australia

The Tenderer must provide a bank guarantee from an Australian Authorised Deposit Taking Institution with a minimum credit rating of 'A' from Standard & Poors or 'A2' From Moody's Investor Services that is approved in Singtel's sole and absolute discretion ("**Approved Bank**"). The bank guarantee will be in a form approved by Singtel in its sole and absolute discretion, but must at least fulfil the following requirements.

(a) it is for the value set out in the Tender T&C;

(b) it is payable on demand, at an address specified in the document, as agreed by Singtel;

(c) it is irrevocable and unconditional;

(d) it is payable without reference to any default or breach of the Tender T&C, and payable notwithstanding any contrary instructions from the Tenderer to the relevant financial institution;

(e) it is not subject to any obligation or right of the financial institution to investigate or enquire into any default or alleged default under the Tender T&C;

(f) it is for the term of the Offer Validity Period and/or Extended Offer Validity Period set out in the Tender T&C plus 3 months, and not subject to modification or alternation by any subsequent agreement between the Approved Bank and the Tenderer;

(g) is in favour of Optus Fixed Infrastructure Pty Limited or the relevant Optus Group Company;

(h) is not affected or prejudiced by the liquidation, winding up, receivership or insolvency of the Tenderer;

(i) is not subject to any right of set-off, withholding, counterclaim, cross claim or other deductions or claim of any kind; and

(j) it is governed by the laws of New South Wales.