NOTICE TO ASEAN MEMBER STATES UNDER ARTICLE IV BIS OF THE ASEAN FRAMEWORK AGREEMENT ON SERVICES

AGREEMENT BETWEEN THE GOVERNMENTS OF BRUNEI DARUSSALAM AND SINGAPORE

TO FURTHER LIBERALISE TRADE IN TELECOMMUNICATION SERVICES

1. The Governments of Brunei Darussalam and the Republic of Singapore (hereinafter referred to as the "Parties") hereby inform the other ASEAN Member States of an agreement to liberalise trade in telecommunication services and reduce the international mobile roaming rates between Brunei Darussalam and Singapore.

2. The telecommunications regulators of the Parties (the Authority for Information Communications Technology Industry of Brunei Darussalam and the Infocomm Development Authority of Singapore) entered into the agreement on 10 September 2014 to co-operate to reduce charges for roaming voice calls, roaming data, roaming video calls, roaming Multimedia Messaging Service (MMS) messages and roaming Short Message Service (SMS) messages between Singapore and Brunei Darussalam, for the benefit of consumers of both countries, by reducing:

   (a) the inter-operator tariff wholesale roaming rates (IOT) charged to the respective telecommunications operators of both countries; and

   (b) the retail roaming rates charged by the respective telecommunications operators of both countries to their roaming customers.

3. The above arrangement is premised on the principle of reciprocity in the reductions to the IOT charged by the respective telecommunications operators of each country to the other and vice versa.

4. The arrangement will be implemented starting 1 January 2015.

5. The Parties welcome any other ASEAN Member States, pursuant to Article IV bis:3 of the ASEAN Framework Agreement on Services to enter into consultations with either the telecommunications regulators of Brunei Darussalam and Singapore to explore similar arrangements.
AGREEMENT BETWEEN
THE GOVERNMENTS OF BRUNEI DARUSSALAM AND SINGAPORE
TO FURTHER LIBERALISE TRADE IN TELECOMMUNICATIONS SERVICES
UNDER ARTICLE IV bis
OF THE ASEAN FRAMEWORK AGREEMENT ON SERVICES

The Governments of Brunei Darussalam and the Republic of Singapore (herein referred to as the "Parties");

RECALLING that the Heads of Government, at the Fourth Summit held in Singapore on 27-28 January 1992 declared that an ASEAN Free Trade Area (AFTA) shall be established in the region;

RECOGNISING that intra-ASEAN economic cooperation will secure a liberal trading framework for trade in services which would strengthen and enhance trade in services among ASEAN Member States;

REITERATING their commitments to the rules and principles of the General Agreement on Trade in Services (hereinafter referred to as "GATS") and noting that Article V of GATS permits the liberalising of trade in services between or among the parties to an economic integration agreement;

AFFIRMING that ASEAN Member States shall extend to one another preference in trade in services;

RECOGNISING that ASEAN has signed the ASEAN Framework Agreement on Services (hereinafter referred to as "AFAS") on 15 Dec 1995;

RECOGNISING the strong friendship and cooperation between Brunei Darussalam and Singapore;

RECALLING that Article II:1 of the AFAS allows two or more Member States to proceed first in cooperation arrangements if other Member States are not ready to implement these arrangements;

RECALLING further that Article IV bis:1 of the AFAS allows two or more ASEAN Member States to conduct negotiations and agree to liberalise trade in services for specific sectors or sub-sectors;

RECOGNISING that Article IV bis:3 of the AFAS allows any ASEAN Member State which is not a party to any agreement reached pursuant to Article IV bis:1 of the AFAS to, in due course, become a party to such an agreement upon making offers at similar or acceptable levels to the participating Member States;
RECALLING that Article IV bis:5 of the AFAS requires that all agreements reached pursuant to Article IV bis:1 of the AFAS shall be deposited with the Secretary-General of ASEAN who shall promptly furnish a certified copy thereof to each ASEAN Member State;

HEREBY AGREES AS FOLLOWS:

1. The Parties wish to reduce the international mobile roaming rates between Brunei Darussalam and Singapore, for the benefit of consumers of both countries.

2. To achieve this objective, the telecommunications regulators of the Parties (the Authority for Info-communications Technology Industry of Brunei Darussalam (AITI) and the Infocomm Development Authority of Singapore (IDA)) hereby enter into a reciprocal arrangement on 10 September 2014 to co-operate to reduce the rates for roaming voice calls, roaming data, roaming video calls, roaming Multimedia Messaging Service (MMS) messages and roaming Short Message Service (SMS) messages between Singapore and Brunei Darussalam, for the benefit of consumers of both countries, by reducing:

   (a) the inter-operator tariff wholesale roaming rates (IOT) charged to the respective telecommunications operators of both countries; and

   (b) the retail roaming rates charged by the respective telecommunications operators of both countries to their roaming customers.

3(a) IDA confirms that it has required SingTel Mobile Singapore Pte Ltd, StarHub Mobile Pte Ltd and M1 Limited (collectively the "Singapore Operators"); and

3(b) AITI confirms that it has obtained from Progresif Cellular Sdn Bhd (formerly B-Mobile Communications Sdn Bhd) and DST Communications Sdn Bhd (collectively the "Brunei Darussalam Operators"); their commitment,
to, with effect from 1 January 2015, reduce charges for roaming voice calls, roaming data, roaming video calls, roaming MMS messages and roaming SMS messages between Singapore and Brunei Darussalam, for the inter-operator tariff wholesale roaming rates (IOT) charged by each of the Singapore Operators to each of the Brunei Darussalam Operators, and vice-versa, as set forth in Table 1 below, as well as the retail roaming rates charged by the respective telecommunications operators of both countries to their roaming customers, as set forth in Table 2 below:
**Table 1**

<table>
<thead>
<tr>
<th>Types of Roaming Voice Calls/SMS/Video Calls/Data</th>
<th>Percentage Reduction to Maximum IOT Prevailing on 1 July 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incoming Roaming Voice Calls</td>
<td>10%</td>
</tr>
<tr>
<td>Outgoing Roaming Voice Calls to Singapore and/or Brunei Darussalam Numbers</td>
<td>10%</td>
</tr>
<tr>
<td>Outgoing Roaming SMS to Singapore and/or Brunei Darussalam Numbers</td>
<td>50%</td>
</tr>
<tr>
<td>Incoming Roaming SMS – there shall be no charge</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Roaming Video Calls (incoming or outgoing) to Singapore and/or Brunei Darussalam Numbers</td>
<td>50%</td>
</tr>
</tbody>
</table>

All other terms and conditions in relation to the charging structure of the IOT prevailing as at 1 July 2011 shall be adopted, including billing blocks and charging principles.

<table>
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<th>Types of Roaming Voice Calls/SMS/Video Calls/Data</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Roaming Data (including MMS)</td>
<td>50%</td>
</tr>
</tbody>
</table>

All other terms and conditions in relation to the charging structure of the IOT prevailing as at 1 January 2012 shall be adopted, including billing blocks and charging principles.

**Table 2**

<table>
<thead>
<tr>
<th>Types of Roaming Voice Calls/SMS/Video Calls/Data</th>
<th>Commitment from Brunei Darussalam Operators to reduce Retail Rates Prevailing on 1 July 2011</th>
<th>Requirement on Singapore Operators on the Percentage Reduction to Retail Rates Prevailing on 1 July 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incoming Roaming Voice Calls</td>
<td>According to the effect of reduction of the relevant IOT</td>
<td>10%</td>
</tr>
<tr>
<td>Outgoing Roaming Voice Calls to Singapore and Brunei Darussalam Numbers</td>
<td>According to the effect of reduction of the relevant IOT</td>
<td>10%</td>
</tr>
<tr>
<td>Outgoing Roaming SMS to Singapore and Brunei Darussalam Numbers</td>
<td>According to the effect of reduction of the relevant IOT</td>
<td>50%</td>
</tr>
<tr>
<td>Services</td>
<td>Reduction Details</td>
<td>Percentage</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------------------------------------------------------------------</td>
<td>------------</td>
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<td>According to the effect of reduction of the relevant IOT</td>
<td>50%</td>
</tr>
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<td></td>
</tr>
<tr>
<td>Roaming Data (including MMS)</td>
<td>According to the effect of reduction of the relevant IOT</td>
<td>50%</td>
</tr>
</tbody>
</table>

All other terms and conditions in relation to the pricing structure of the IOT prevailing as at 1 July 2011 shall be adopted, including billing blocks and charging principles.

3(c) If a Party’s telecommunications operator(s) fail to accord the reductions in the IOT to the other Party’s telecommunications operator(s) (as set forth in Table 1 above), this shall be regarded as a material breach of this Agreement by the former Party.

4. The above arrangement is premised on the principle of reciprocity in the reductions to the IOT charged by the respective telecommunications operators of each country to the other and vice versa. In the event any of the Party’s telecommunications operators fail to offer the reductions in the IOT rates (as set forth in Table 1 above) to the other Party’s telecommunications operators, the latter’s telecommunications operators shall be entitled to reduce, vary or withdraw the reductions in the IOT rates that are offered to the former’s telecommunications operators as it deems fit. Nothing in this Agreement prevents the Brunei Darussalam Operators and Singapore Operators from negotiating or implementing greater reductions in IOT than the reductions agreed to by the Parties pursuant to this Agreement.

5. The Agreement takes effect from 10 September 2014. This Agreement may be amended or terminated in writing at any time with the prior consent of the Parties.

6. The Parties agree to engage in consultations in good faith to resolve any differences arising out of the Agreement.
7. The Parties welcome any other ASEAN Member States, pursuant to Article IV bis 3 of the AFAS to enter into consultations with either the telecommunications regulators of Brunei Darussalam and Singapore to explore similar arrangements.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE at Brunei Darussalam, on this 10th day of September in the Year 2014, in the English language.

FOR THE
Government of
BRUNEI DARUSSALAM
Represented by the
Authority for Info-communications Technology Industry of Brunei Darussalam

Hj Yahkup bin Hj Menudin
Chief Executive
Authority for Info-communications Technology Industry of Brunei Darussalam

FOR THE
Government of the
REPUBLIC OF SINGAPORE
Represented by the
Info-communications Development Authority of Singapore

Leong Keng Thai
Director-General (Telecoms & Post)
Info-communications Development Authority of Singapore