

Competition & Antitrust and Trade | Technology, Media and Telecommunications

IMDA Issues Converged Code of Practice for Competition in the Provision of Telecommunication and Media Services

Introduction

The Infocomm Media Development Authority ("**IMDA**") has issued the Code of Practice for Competition in the Provision of Telecommunication and Media Services 2022 ("**Code**"), which will take effect from 2 May 2022. The Code aims to maintain fair market conduct and effective competition, and safeguard consumer interest in the telecommunication, broadcasting, and newspaper media markets.

The launch of the Code follows a comprehensive review of competition regulation in the telecommunication and media sectors, which was previously covered by the Code of Practice for Competition in the Provision of Telecom Services 2012 ("**TCC**") and the Code of Practice for Market Conduct in the Provision of Media Services ("**MMCC**") respectively. With advancements in digital and information technologies and the evolution of business models, there has been a convergence between the telecommunication and media markets. IMDA thus set out to develop a converged and harmonised code of conduct to improve regulatory clarity, encourage market innovation, better protect consumers' interest and keep pace with the fast-changing digital landscape.

As part of its review, IMDA conducted a Public Consultation on a Converged Competition Code for the Media and Telecommunication Markets in February 2019, which sought the public's views on key trends in the telecommunication and media markets. In January 2021, IMDA conducted a second Public Consultation on the draft Code, which sought feedback on the revised policy positions and the draft Code. We earlier issued a Client Update on the second public consultation, available [here](#). The accompanying Closing Note issued by IMDA on the review of the Code (available [here](#)) sets out IMDA's response on the feedback received from the public consultations.

Overview

The Code sets out *ex ante* and *ex post* regulatory obligations that apply to Telecommunication Licensees and Regulated Persons. "Telecommunication Licensees" refers to Facilities-Based Operators or Services-Based Operators that are licensed by IMDA under the Telecommunications Act. A "Regulated Person" refers generally to the holder of a broadcasting licence issued by IMDA or a newspaper company/proprietor regulated by IMDA under the IMDA Act.

Competition & Antitrust and Trade | Technology, Media and Telecommunications

With the Code having been finalised and set to come into operation, Telecommunication Licensees and Regulated Persons should be aware of the binding obligations contained therein, and should ensure that their policies, procedures and operations are in line with the provisions of the Code.

This Update provides a summary of the key features of the Code and the compliance implications of its provisions.

Classification of Dominant Entities

Under the Code, Dominant Entities are subject to additional regulatory obligations and general prohibitions against the abuse of dominant position.

Criteria for classification

The Code provides that a Telecommunication Licensee or Regulated Person will be classified as a Dominant Entity if it:

- (a) Operates facilities used for the provision of telecommunication and/or media services that are sufficiently costly or difficult to replicate such that requiring new entrants to do so would create a significant barrier to rapid and successful entry into the market in Singapore by an efficient competitor; or
- (b) Has the ability to exercise Significant Market Power ("**SMP**") in any market in which it provides services pursuant to its telecommunication or media licence.

Threshold for SMP

IMDA adopts a market share threshold for the presumption of SMP, although this is a rebuttable presumption that may be overcome by evidence that the Telecommunication Licensee or Regulated Person is subject to effective competition.

In the Closing Note, IMDA clarified that it will adopt a 50% market share threshold as the SMP presumption threshold for both the telecommunication and media markets. This marks a shift from the current SMP presumption threshold for media markets (60% market share) and telecommunication markets (40% market share).

Licensees in both the telecommunication and media markets should take note of this change. Within the telecommunication markets, it is possible that a Telecommunication Licensee may no longer meet the SMP threshold and will not be subject to the Dominant Entity obligations within the Code. Meanwhile, as the Code adopts a lower SMP threshold than the one which existed previously in the media markets, more media entities will have to be wary of crossing the SMP threshold.

Client Update: Singapore

2022 APRIL

Competition & Antitrust and Trade | Technology, Media and Telecommunications

"Market-by-Market" approach to dominance classification

Currently, the TCC and MMCC adopt different approaches to the classification of Dominant Entities. The TCC uses a "Licensed Entity" approach, which presumes that a Dominant Licensee is dominant in all the markets that it is present in unless proven otherwise. On the other hand, the MMCC uses the "Market-by-Market" approach, which classifies a media licensee dominant only in specific markets where it has been found to have SMP.

In the Closing Note, IMDA clarified that it will adopt a "Market-by-Market" approach to dominance classification for both telecommunication markets and media markets. Under this approach, existing Dominant Telecommunications Licensees and Dominant Persons will continue to be classified as dominant for existing services and facilities which they operate. Existing Dominant Entities would not be presumed to be dominant for new services offered in new markets; however, they are required to demonstrate to IMDA that the new service does not fall within any existing markets in which they are dominant.

This shift will have a greater impact on the telecommunication market players, which was previously under the "Licensed Entity" approach.

Duties applied to Dominant Entities

The Code aligns the *ex ante* duties (i.e. duty to provide service at just and reasonable prices, terms, and conditions, non-discrimination, service unbundling and duty to provide service on reasonable request) that are applicable to both the telecommunication and media markets whilst maintaining certain industry-specific duties for the telecommunication market only.

In recognition of the evolution of the advertising landscape given the rise of the Internet as a key advertising platform, IMDA has decided to remove dominant media players' duty to provide access to advertising capacity and duty to provide fair access to programme lists in the Code.

Anti-Competitive Conduct

The Code serves to merge the *ex post* competition provisions across the TCC and MMCC, and to either remove or extend sector-specific provisions.

Abuse of dominant position

There is a general prohibition on the abuse of dominant position, and the Code sets out examples of practices that would constitute an abuse of a dominant position by Telecommunication Licensees or Regulated Persons that have SMP. This includes:

Client Update: Singapore

2022 APRIL

Competition & Antitrust and Trade | Technology, Media and Telecommunications

- (a) Pricing abuses such as predatory pricing, price squeezes and cross-subsidisation;
- (b) Discrimination;
- (c) Predatory network alteration;
- (d) Tying and bundling;
- (e) Exclusive dealing; and
- (f) Imposition of non-structural safeguards.

We elaborate on some of these prohibitions below.

Discrimination

Discrimination of access happens when an entity with SMP provides access to infrastructure, systems, services, equipment, or information to its downstream affiliate on discriminatory prices, terms, and conditions without any objective justification. IMDA has clarified that it will adopt an effects-based test to determine if a Dominant Entity had abused its dominance by engaging in discriminatory conduct. This means that discriminatory conduct per se will not constitute an abuse of dominance unless it is assessed to have the effect of net harm in the market. An effects-based test will result in the application of a higher threshold for IMDA to determine whether an alleged discriminatory conduct constitutes an abuse of dominance.

Cross-subsidisation

Cross-subsidisation generally refers to a situation where a company uses the revenues generated from a market in which it has SMP to subsidise the services, facilities or equipment that it provides in markets that are subject to a greater degree of competition.

IMDA clarified that it will extend the cross-subsidisation provisions currently applied under the TCC to the media markets. Dominant Entities will be found to have engaged in cross-subsidisation and therefore abused their dominant position, if they use the profits generated in the market(s) in which they are dominant to cross-subsidise the price of a product in another market in which they are not dominant, where this would unreasonably restrict competition in any telecommunication or media market in Singapore.

IMDA has clarified that this prohibition will only apply to inter-market subsidising (i.e. leveraging from one market to another) and will not apply to intra-market cross-subsidisation (e.g., subsidising within TV content packages).

Bundling

The Code introduces a prohibition on unreasonable bundling as a form of abuse of dominance, which is currently not contained in the TCC or MMCC.

Client Update: Singapore

2022 APRIL

Competition & Antitrust and Trade | Technology, Media and Telecommunications

Unreasonable bundling refers to the tying or bundling of two or more products and services for sale which results in the anti-competitive foreclosure of market(s) to competitors, and which cannot be objectively justified. This seeks to prevent service providers from leveraging their dominance in one market to distort competition in other relatively competitive markets.

Other prohibitions

Apart from abuses of dominant position, the Code prohibits anti-competitive preferences/leveraging. This occurs when a Telecommunication Licensee or Regulated Person uses its SMP in a non-telecommunication or non-media market or its affiliate's SMP to unreasonably restrict competition in any telecommunication or media market in Singapore.

The Code also prohibits a Telecommunication Licensee or Regulated Person from engaging in unfair methods of competition, which would include:

- (a) Degradation of service availability or quality;
- (b) Provision of false or misleading information to competing Telecommunication Licensees or Regulated Persons; and
- (c) Improper use of information regarding a competing Telecommunication Licensee or Regulated Person's customers.

In addition, the Code includes a general prohibition against anti-competitive agreements which have as their object or effect the prevention, restriction, or distortion of competition in Singapore's telecommunication or media industry. Except for certain horizontal anti-competitive agreements which are prohibited outright, all other agreements will be assessed based on their effect on competition, with positive efficiencies being taken into consideration.

Consumer Protection

Duties to End Users

The Code sets out certain duties for the protection of End Users, which covers both Business End Users and Residential End Users. The intent is similarly to harmonise the obligations that are applicable across both the telecommunication and media markets, whilst maintaining certain industry-specific obligations for licensees in the respective markets. The table below summarises some of these duties, and the categories of service providers to which they apply to.

Client Update: Singapore

2022 APRIL

Competition & Antitrust and Trade | Technology, Media and Telecommunications

Telecommunication Licensees and Regulated Persons	Telecommunication Licensees	Regulated Persons providing subscription television services to Residential End Users
<ul style="list-style-type: none"> (a) Duty to comply with quality of service standards; (b) Duty to disclose and publish information on service; (c) Duty to inform End User of certain matters before contracting; (d) Prohibition on disproportionate early termination liability; (e) Restrictions on service termination or suspension; (f) Duty to prevent unauthorised use of End User Service Information ("EUSI"); (g) Prohibition on charging for unsolicited services (h) Prohibition on charging for services supplied on free trial or complimentary basis; (i) Duty to notify of certain changes to services; (j) Duty to provide minimum billing information; and (k) Duty to include minimum mandatory contractual provisions. 	<ul style="list-style-type: none"> (a) Prohibition on "slamming"; and (b) Prohibition on detrimental or disadvantageous mid-contract changes (for Residential End Users). 	<ul style="list-style-type: none"> (a) Duty to offer option of short term agreements; (b) Duty not to act unreasonably in contracting; (c) Duty to maintain records of marketing materials, agreement, etc.; (d) Prohibition on early termination charges in certain cases; (e) Prohibition on excessive charges in certain cases; and (f) Duty to notify of cessation of channel, material content or change in subscription fee.

Further information on these duties is included below.

Duty to inform End User of certain matters before contracting

The Code provides that, prior to entering into an End User Service Agreement, a Telecommunication Licensee or Regulated Person must draw the End User's attention to critical information about the agreement (including a clear description of the service, the terms and conditions such as key charges,

Competition & Antitrust and Trade | Technology, Media and Telecommunications

payment terms and minimum period of contract and the specifications of any service provided on a complimentary basis).

Where the End User Service Agreement is with a Residential End User for a duration longer than one month, the Telecommunication Licensee or Regulated Person must provide to the End User a physical or electronic copy of the agreement, as well as a Critical Information Summary ("**CIS**") (which is an accurate, clear, and easy to understand summary of the critical information referred to above). This must be provided within five days of entering into the agreement.

This serves to merge the disclosure requirements under the TCC and MMCC and extend the CIS requirement to Telecommunication Licensees. It also reduces the timeframe for the provision of the CIS and the service agreement from 15 to five days.

Restrictions on service termination or suspension

The Code sets out the applicable procedures when a Telecommunication Licensee or Regulated Person seeks to terminate an End User Service Agreement, or suspend the provision of service to an End User. These include the procedures for the following situations:

- (a) Service termination or suspension with prior notice;
- (b) Service termination or suspension without prior notice;
- (c) Termination or suspension for illegal or improper activities;
- (d) Termination due to discontinuance of operations or specific services.

IMDA has specified a new requirement for Telecommunication Licensees and Regulated Persons to give advance notice of at least three months (or such other period specified by IMDA) before ceasing operations or provision of any telecommunication and media services.

Duty to prevent unauthorised use of EUSI

The Code provides that Telecommunication Licensees and Regulated Persons must take reasonable measures to prevent the unauthorised use of EUSI. The Code also provides for the purposes for which EUSI may be collected, used or disclosed.

Outside of the permitted purposes, Telecommunication Licensees or Regulated Persons entering into an End User Service Agreement must obtain the consent of the End User if it intends to use its EUSI. They must also develop and inform the End Users of easy-to-use procedures by which consent can be granted or withdrawn.

Competition & Antitrust and Trade | Technology, Media and Telecommunications

Prohibition on charging for services supplier on free trial or complimentary basis

A Telecommunication Licensee or Regulated Person which has provided services to an End User on a free trial basis or complimentary basis must not charge the End User for such services after the end of the prescribed period. If they wish to charge the End User, they must:

- (a) Notify the End User of the date on which the free trial or complimentary period will end, within three to 14 working days before the expiry of the period; and
- (b) Obtain the express agreement of the End User to continue the service after the expiry of the period.

This serves to merge the corresponding requirements under the TCC and MMCC, as well as introduce the requirement to provide a reminder to the End User before the expiry of the free trial or complimentary period.

Duty to provide minimum billing information

In view of feedback from End Users that current billing practices may lack transparency, IMDA has imposed a new requirement for a Telecommunication Licensee or Regulated Person to minimally specify the following information in bills issued to End Users:

- (a) Billing period;
- (b) Services subscribed;
- (c) The respective value-added services and ad-hoc services and their charges, and any third party charges; and
- (d) Whether services are provided on a free trial or complimentary basis and the expiry date thereof.

Duty to include minimum mandatory contractual provisions

The Code sets out contractual provisions that a Telecommunication Licensee or Regulated Person must include in End User Service Agreements. These include:

- (a) Billing period;
- (b) Prices, terms and conditions on which service will be provided;
- (c) No charging for unsolicited services;
- (d) Procedure to contest charges;
- (e) Procedure for private dispute resolution;
- (f) Basis and procedure for termination or suspension of service by licensee; and
- (g) Procedures regarding use of the EUSI of a Business End User.

Client Update: Singapore

2022 APRIL

Competition & Antitrust and Trade | Technology, Media and Telecommunications

Mergers and Acquisitions

The mergers and acquisitions provisions ("**M&A Provisions**") in the Code require certain telecommunication or media licensees seeking to enter into an acquisition, merger or other consolidation to submit Requests or Consolidation Applications in prescribed situations. If IMDA deems that the consolidation is likely to result in a substantial lessening of competition or is against the public interest, it will reject the application or impose appropriate conditions.

Transactions subject to IMDA's scrutiny

Currently, the M&A Provisions in the TCC apply to any person acquiring an interest in a Designated Licensee, while M&A Provisions in the MMCC only catch transactions where the acquirer is either a Regulated Person or an Ancillary Media Service Provider. The Code will adopt the approach under the TCC, which would extend the purview of the M&A Provisions to catch *any person* acquiring ownership interest in a Regulated Person in the media market.

However, IMDA highlighted in the Closing Note that such extension would require changes to the IMDA Act. This requirement thus will not be implemented in the current version of the Code, and will be subsequently implemented via amendments to the Code when the necessary legislative changes to the IMDA Act have been enacted.

Notification / Approval requirements

The Code retains the thresholds that trigger the notification / approval requirements, as summarised in the table below. The only change is to extend to Regulated Persons the requirement to notify IMDA of any transactions resulting in *pro forma* changes.

Level of ownership interest in relevant Telecommunication Licensee/ Regulated Person	Requirement for transactions involving Designated Telecommunication Licensees	Requirement for transactions involving Regulated Persons
<5%	N.A.	N.A.
≥5% and <12%	Notification to IMDA	Approval from Minister under Broadcasting Act or Newspaper and Printing Presses Act
≥12% and <30%	Approval from IMDA	
≥30% or effective control		Approval from IMDA

Client Update: Singapore

2022 APRIL

Competition & Antitrust and Trade | Technology, Media and Telecommunications

Level of ownership interest in relevant Telecommunication Licensee/ Regulated Person	Requirement for transactions involving Designated Telecommunication Licensees	Requirement for transactions involving Regulated Persons
<i>Pro forma</i> change	Notification to IMDA	Notification to IMDA (not yet implemented)

IMDA indicated in the Closing Note that the notification requirement for *pro forma* change to all Regulated Persons will not be implemented in the current version of the Code and will be subsequently implemented via amendments to the Code when the necessary legislative changes have been enacted.

Thresholds for Short Form consolidation application

The Code provides two forms of application for IMDA approval – a Short Form consolidation application form, which is a streamlined application process for transactions which IMDA believes are less likely to raise competition concerns, and a Long Form consolidation application form for all other applications.

The threshold for qualification to use the Short Form consolidation application process currently differs between the TCC and the MMCC. In an effort to harmonise the standards across the two industries, the Code prescribes a common threshold, under which a Short Form may be used where none of the applicants individually hold, and/or the post-consolidation entity will not hold, a share of:

- (a) 30% or more of any telecommunication or media market in Singapore or elsewhere; or
- (b) Between 20% to 30% of any telecommunication market or media market in Singapore, and the post-Consolidation combined market share of the three largest Designated Telecommunication, Designated Business Trusts, Designated Trusts or a combination thereof, or the three largest Regulated Persons, is 70% or more of any telecommunication or media market in Singapore, as the case may be.

The Long Form will apply in all other scenarios.

Consolidation review period

The Code will also harmonise the consolidation review periods, adopting the shorter review periods under the TCC rather than the MMCC. Under the new timeline:

- (a) IMDA will ordinarily complete the consolidation review within 30 days after the start of the consolidation review period; and
- (b) IMDA may extend the review period by up to 90 days to a maximum of 120 days if a consolidation application is deemed to raise novel or complex issues.

Client Update: Singapore

2022 APRIL

Competition & Antitrust and Trade | Technology, Media and Telecommunications

Resource Sharing

The resource sharing provisions in the Code apply to Telecommunication Licensees and Persons Controlling Media Resources.

In general, a Telecommunication or Media Licensee is not required to "share" the use of any resource that it owns or controls with its competitors. However, where IMDA determines that any specific Telecommunication Infrastructure or Media Resource constitutes Critical Support Infrastructure or an Essential Resource, it may order the Licensee to share the resource with other Licensees.

Applicable licensees

IMDA has also determined that the infrastructure sharing obligation applicable to Telecommunication Licensees will no longer be limited to Facilities-Based Operations. Rather, it will be extended to Services-Based Operations as well.

Public Interest Obligations

The Code sets out public interest obligations to be observed by specific media entities:

- (a) Obligation to broadcast events of national significance;
- (b) Prohibition on obtaining exclusive rights as specified by IMDA;
- (c) Prohibition on hoarding specified programmes; and
- (d) Obligation to cross-carry content.

Cross-carriage measure

Under this measure, every Supplying Qualified Licensee and Receiving Qualified Licensee must comply with IMDA's requirement to cross-carry Qualified Content.

One key change is that IMDA has limited the application of the cross-carriage measure to only live programmes that are acquired on an exclusive basis. This is because consumers now have more options to access content and that most TV content apart from live sports, such as dramas and movies, are increasingly made available to consumers on the Internet.

IMDA further clarified that, for Supplying Qualified Licensees that choose to offer only a portion of the Qualifying Content on its Relevant Platform and the other portions of the Qualifying Content on its Over-the-Top ("OTT") platform, cross-carried subscribers must be given access to the Qualified Content on the OTT platform at the same prices and terms as those offered to the Supplying Qualified Licensee's subscribers.

Client Update: Singapore

2022 APRIL

Competition & Antitrust and Trade | Technology, Media and Telecommunications

Administrative and Enforcement Procedures

The Code contains the administrative and enforcement procedures that IMDA will use to enforce the Code. This includes:

- (a) Procedure for seeking informal guidance from IMDA on rights and obligations under the Code;
- (b) Conciliation services to assist parties in resolving disputes;
- (c) Dispute resolution services for prescribed disputes;
- (d) Investigation and enforcement actions for contravention of the Code;
- (e) Requests for production of specified documents or information; and
- (f) Procedure for review of IMDA's decisions under the Code.

Harmonisation of decision and reconsideration processes

The reconsideration process in the Code provides that a person who is aggrieved by IMDA's decision may either request IMDA to reconsider its decision, or appeal to the Minister. If the person remains aggrieved by IMDA's decision after the reconsideration process, he may submit an appeal to the Minister.

This serves to harmonise the decision and reconsideration process applicable to the telecommunication market and the media market by adopting the approach taken within the TCC and introducing the reconsideration process for media-related decisions on competition and consumer protection matters.

Dispute Resolution

The Code aligns the dispute resolution procedures for the telecommunication and media markets to the approach under the TCC, and will set out the details of dispute resolution in a separate guideline document. However, IMDA will adopt the MMCC approach to retain the flexibility of setting up a settlement conference in cases where this would help to resolve a dispute.

Informal guidance

The Code serves to extend the informal guidance procedure under the MMCC to telecommunication markets. Under the Code, any person under the purview of IMDA can submit a written request for informal guidance regarding the application of any provision of the Code. This is provided the person has (a) a genuine and substantial question regarding the application of the Code to its specific factual question; and (b) a commercial interest which would be directly and immediately affected by resolution of the question.

Competition & Antitrust and Trade | Technology, Media and Telecommunications

Concluding Remarks

The issuance of the Code represents the product of the extensive review and public consultations conducted by IMDA. Following the presentation of its policy positions and the review of comments received from members of the relevant industries, IMDA has developed a finalised Code of Practice relating to competition in the provision of telecommunication and media services.

Telecommunication Licensees and Regulated Persons should seek to familiarise themselves with the provisions in the Code, especially where they diverge from the previous provisions contained in the TCC and the MMCC. Parties should seek to understand the applicable obligations and prohibitions under the Code, as well as the relevant processes and procedures.

For parties wishing to assess their business' compliance with the Code and the steps they may need to take to ensure such compliance, please feel free to contact our team below.

Contacts

Competition & Antitrust and Trade



Kala Anandarajah
Partner
Head, Competition & Antitrust
and Trade

T +65 6232 0111

kala.anandarajah@rajahtann.com



Tanya Tang
Partner (Chief Economic and
Policy Advisor),
Competition & Antitrust and
Trade

T +65 6232 0298

tanya.tang@rajahtann.com



Alvin Tan
Partner
Competition & Antitrust and
Trade

T +65 6232 0904

alvin.tan@rajahtann.com

Technology, Media & Telecommunications



Rajesh Sreenivasan
Partner
Head, Technology, Media &
Telecommunications

T +65 6232 0751

rajesh@rajahtann.com



Steve Tan
Partner
Deputy Head, Technology, Media
& Telecommunications

T +65 6232 0786

steve.tan@rajahtann.com



Benjamin Cheong
Partner
Deputy Head, Technology, Media
& Telecommunications

T +65 6232 0738

benjamin.cheong@rajahtann.com

Please feel free to also contact Knowledge and Risk Management at eOASIS@rajahtann.com

Our Regional Contacts

RAJAH & TANN | *Singapore*

Rajah & Tann Singapore LLP

T +65 6535 3600
sg.rajahtannasia.com

CHRISTOPHER & LEE ONG | *Malaysia*

Christopher & Lee Ong

T +60 3 2273 1919
F +60 3 2273 8310
www.christopherleeong.com

R&T SOK & HENG | *Cambodia*

R&T Sok & Heng Law Office

T +855 23 963 112 / 113
F +855 23 963 116
kh.rajahtannasia.com

RAJAH & TANN | *Myanmar*

Rajah & Tann Myanmar Company Limited

T +95 1 9345 343 / +95 1 9345 346
F +95 1 9345 348
mm.rajahtannasia.com

RAJAH & TANN 立杰上海

SHANGHAI REPRESENTATIVE OFFICE | *China*

Rajah & Tann Singapore LLP

Shanghai Representative Office

T +86 21 6120 8818
F +86 21 6120 8820
cn.rajahtannasia.com

GATMAYTAN YAP PATACSIL

GUTIERREZ & PROTACIO (C&G LAW) | *Philippines*

Gatmaytan Yap Patacsil Gutierrez & Protacio (C&G Law)

T +632 8894 0377 to 79 / +632 8894 4931 to 32
F +632 8552 1977 to 78
www.cagatlaw.com

ASSEGAF HAMZAH & PARTNERS | *Indonesia*

Assegaf Hamzah & Partners

Jakarta Office

T +62 21 2555 7800
F +62 21 2555 7899

Surabaya Office

T +62 31 5116 4550
F +62 31 5116 4560
www.ahp.co.id

RAJAH & TANN | *Thailand*

R&T Asia (Thailand) Limited

T +66 2 656 1991
F +66 2 656 0833
th.rajahtannasia.com

RAJAH & TANN LCT LAWYERS | *Vietnam*

Rajah & Tann LCT Lawyers

Ho Chi Minh City Office

T +84 28 3821 2382 / +84 28 3821 2673
F +84 28 3520 8206

RAJAH & TANN | *Lao PDR*

Rajah & Tann (Laos) Co., Ltd.

T +856 21 454 239
F +856 21 285 261
la.rajahtannasia.com

Hanoi Office

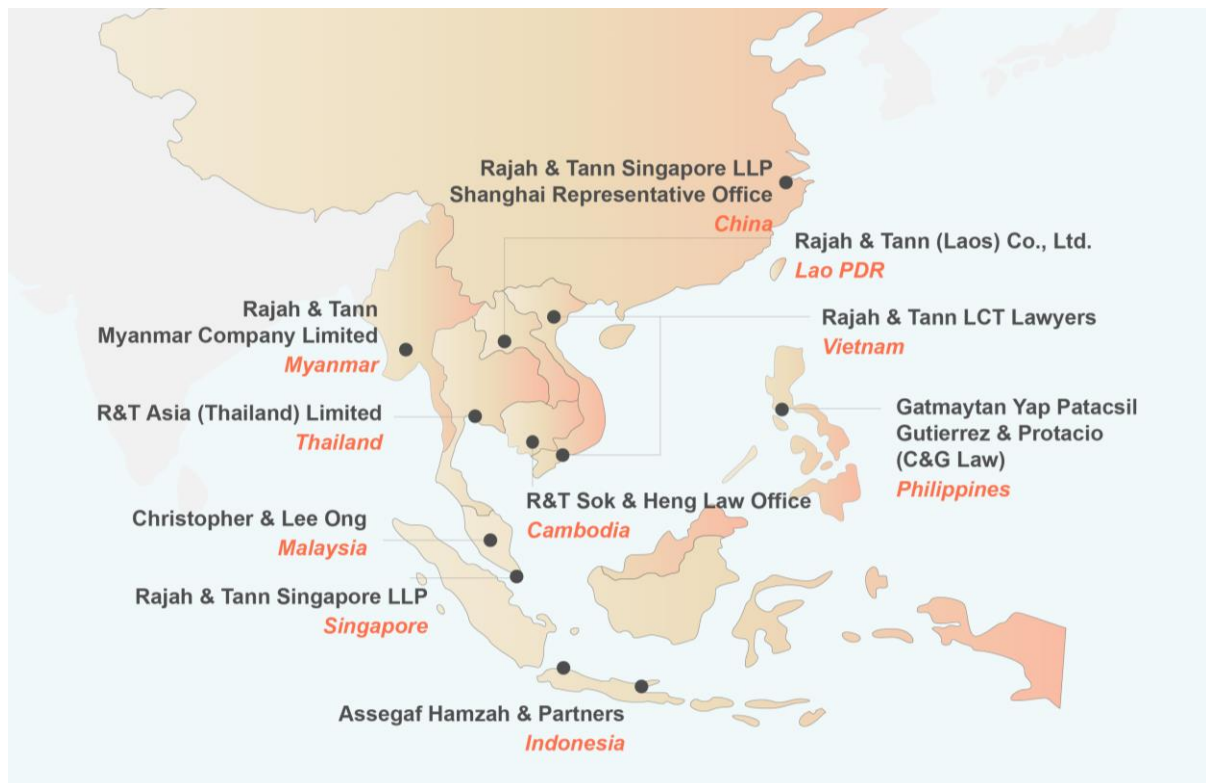
T +84 24 3267 6127
F +84 24 3267 6128
www.rajahtannlct.com

Rajah & Tann Asia is a network of legal practices based in Asia.

Member firms are independently constituted and regulated in accordance with relevant local legal requirements. Services provided by a member firm are governed by the terms of engagement between the member firm and the client.

This update is solely intended to provide general information and does not provide any advice or create any relationship, whether legally binding or otherwise. Rajah & Tann Asia and its member firms do not accept, and fully disclaim, responsibility for any loss or damage which may result from accessing or relying on this update.

Our Regional Presence



Rajah & Tann Singapore LLP is one of the largest full-service law firms in Singapore, providing high quality advice to an impressive list of clients. We place strong emphasis on promptness, accessibility and reliability in dealing with clients. At the same time, the firm strives towards a practical yet creative approach in dealing with business and commercial problems. As the Singapore member firm of the Lex Mundi Network, we are able to offer access to excellent legal expertise in more than 100 countries.

Rajah & Tann Singapore LLP is part of Rajah & Tann Asia, a network of local law firms in Singapore, Cambodia, China, Indonesia, Lao PDR, Malaysia, Myanmar, the Philippines, Thailand and Vietnam. Our Asian network also includes regional desks focused on Brunei, Japan and South Asia.

The contents of this Update are owned by Rajah & Tann Singapore LLP and subject to copyright protection under the laws of Singapore and, through international treaties, other countries. No part of this Update may be reproduced, licensed, sold, published, transmitted, modified, adapted, publicly displayed, broadcast (including storage in any medium by electronic means whether or not transiently for any purpose save as permitted herein) without the prior written permission of Rajah & Tann Singapore LLP.

Please note also that whilst the information in this Update is correct to the best of our knowledge and belief at the time of writing, it is only intended to provide a general guide to the subject matter and should not be treated as a substitute for specific professional advice for any particular course of action as such information may not suit your specific business and operational requirements. It is to your advantage to seek legal advice for your specific situation. In this regard, you may call the lawyer you normally deal with in Rajah & Tann Singapore LLP or email Knowledge & Risk Management at eOASIS@rajahtann.com.