

Dear Sirs

NON-RESIDENTIAL PER-END-USER CONNECTION PROMOTION

We refer to the Interconnection Offer Agreement entered into between your goodselves and ourselves, as may be amended, supplemented and customised from time to time (collectively, the “**ICO Agreement**”).

We are pleased to offer our Non-Residential Per-End-User Connection Promotion (this “**Promotion**”) upon and subject to the terms and conditions of this Letter Agreement.

1. DEFINITIONS

Unless otherwise defined in this Letter Agreement or the context otherwise requires, all terms and expressions used in this Letter Agreement will be construed to have the same meanings as found in the ICO Agreement. Where a term or expression is defined specifically in this Letter Agreement, the provisions herein shall prevail.

2. PROMOTION

I. General

This Promotion comprises a collaboration between Nucleus Connect and the Contracting QP to enable the Contracting QP to promote and market its residential fibre broadband retail services in its retail outlets.

II. Eligibility

This Promotion is only applicable to Non-Residential Per-End-User Connection(s) with installation addresses at the Contracting QP’s retail outlets (“**Eligible Retail Outlets**”).

Each of the said Non-Residential Per-End-User Connection(s) (“**DEMO EUC**”) will be provisioned specifically for the sole purpose of demonstrating the Contracting QP’s residential fibre broadband retail services to end users.

Each DEMO EUC shall be configured as follows:

- (a) the DEMO EUC shall have a customised 1Gbps PIR over GPON so as to emulate the same 1Gbps residential fibre broadband retail service;
- (b) the Class D CIR shall be 25Mbps (for Internet surfing experience); and

(c) the Class B CIR shall be 60Mbps (for IPTV viewing experience).

Each Contracting QP shall only be eligible to subscribe to up to 10 DEMO EUCs.

III. Promotion Tariffs

Under this Promotion, the Monthly Recurring NC Charge of each Demo EUC shall be reduced to S\$50. This discounted Monthly Recurring NC Charge is equal to NetLink Trust's monthly recurring charge for its Non-Residential End-User Connection (based on split ratio of 1:16). In the event that NetLink Trust revise its monthly recurring charge for its Non-Residential End-User Connection, Nucleus Connect shall be entitled to revise the Monthly Recurring NC Charge of the DEMO EUC to align with NetLink Trust's monthly recurring charge, in Nucleus Connect's absolute discretion.

Each Demo EUC shall enjoy the discounted Monthly Recurring NC Charge for a period of twenty-four (24) months from the RFS Date.

All other applicable charges (including, without limitation, installation, Modification, Deactivation and third party charges) as set out in the ICO Agreement shall continue to apply and be borne by the Contracting QP.

For the avoidance of doubt, there will not be any waiver or discount to any other services which to the Contracting QP may need to subscribe or procure (such as PB-EVC/AG-EVC bandwidth) in order to support the Demo EUC.

IV. Promotion Period

This Promotion shall expire on 30 June 2016. Subject to the Authority's prior approval, Nucleus Connect may extend the duration of this Promotion on such terms and conditions as Nucleus Connect may determine in its absolute discretion.

Notwithstanding any provision of this Letter Agreement, Nucleus Connect shall be entitled (at any time and without any incurring any liability) to amend, suspend and/or terminate this Promotion upon giving written notice thereof to the Contracting QP.

3. COMMENCEMENT DATE

3.1 Nucleus Connect shall submit to the Authority a copy of this Letter Agreement.

3.2 Subject to Clause 3.3, this Letter Agreement shall take effect on a date (the "**Commencement Date**") falling the later of:

- (a) the date on which this Letter Agreement is signed by both parties; and
- (b) the date on which this Letter Agreement is approved by the Authority (or deemed approved by the Authority as provided for in the Code).

Notwithstanding anything in this Letter Agreement to the contrary, the parties hereby acknowledge that this Letter Agreement will not be effective until approved by the Authority (or deemed approved by the Authority as provided for in the Code).

3.3 Notwithstanding any provision of this Letter Agreement, all customisations covered by this Promotion shall only take effect from the Commencement Date; Provided that the Contracting QP acknowledges and agrees that:

- (a) Nucleus Connect will use commercially reasonable efforts to process all Orders submitted pursuant to this Promotion on a manual basis in a manner determined by Nucleus Connect; and
- (b) Nucleus Connect reserves the right to reject any such Orders if the Orders cannot be provisioned manually as aforesaid for any reason whatsoever.

4. MISCELLANEOUS

- 4.1 This Letter Agreement contains the whole agreement between the parties with respect to the subject-matter herein and replaces all previous written or oral agreements relating to the subject-matter herein.
- 4.2 Except to the extent expressly amended and supplemented by this Letter Agreement, all terms and conditions of the ICO Agreement shall remain unchanged and in full force and effect. This Letter Agreement and the ICO Agreement shall be read and construed as one and the same document and this Letter Agreement shall be considered to be a part of the ICO Agreement. Without prejudice to the foregoing, where the context allows, references in the ICO Agreement to “the ICO Agreement” shall be read and construed as references to the ICO Agreement as amended and supplemented by this Letter Agreement.
- 4.4 For the avoidance of doubt, the parties hereby acknowledge that they shall, if required by the Authority, amend this Letter Agreement to incorporate any additional or modified Duties Related to the Provision of Mandated Services as required by the Authority during the term of the ICO Agreement.
- 4.5 The interpretation, validity and performance of this Letter Agreement shall be governed in all respects by the laws of the Republic of Singapore, including the Code.

If you are agreeable to the foregoing, please sign below and return to us the signed duplicate of this Letter Agreement.

Thank you.

Yours faithfully,
For and on behalf of
Nucleus Connect Pte. Ltd.

By: _____

Name: _____

Title: _____