

[REDACTED] 2016

[Name of Contracting QP] (“Contracting QP”)
[Address of Contracting QP]

By Email & Courier

Attn: [REDACTED]

Dear Sirs

INCENTIVE SCHEME FOR BUILDING AND INSTALLING IN-BUILDING CABLING TO TERMINATION POINTS INSIDE NON-RESIDENTIAL PREMISES

1. 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**”).
2. 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.
3. In consideration of the Contracting QP building and installing its own in-building enclosure, ducting and cabling (including fibres) from the FTTB Node of Non-Residential Buildings up to the Termination Points (including, if applicable, installing the Termination Points) inside Non-Residential Premises (the “**In-building Cabling to TP Infrastructure**”), Nucleus Connect is pleased to extend an incentive scheme (the “**Incentive Scheme**”) to the Contracting QP, subject and upon the terms and conditions herein.

4. Incentive Scheme

4.1 Objective

The objective of the Incentive Scheme is to defray the Contracting QP’s costs of building and installing the In-building Cabling to TP Infrastructure for the purposes of enabling Nucleus Connect to deliver the Relevant Connections (as defined below) via the In-building Cabling to TP Infrastructure to Non-Residential Premises.

4.2 Incentive

- (i) Under the Incentive Scheme, Nucleus Connect will grant the Contracting QP an incentive of S\$250 for building and installing the In-building Cabling to TP Infrastructure to each Non-Residential Premise, upon the following terms and conditions:
 - (a) the Contracting QP shall build and install the In-building Cabling to TP Infrastructure itself. For the avoidance of doubt, the Incentive Scheme shall not apply to any in-building enclosure, ducting and cabling (including fibres) from the FTTB Node of Non-Residential Buildings up to the Termination Points (including, if applicable, installing the Termination Points) inside Non-Residential Premises which is carried out by the Contracting QP in its capacity as a sub-contractor of NetLink Trust;

- (b) the Contracting QP must subscribe to a new Relevant Connection to be delivered by Nucleus Connect via In-building Cabling to TP Infrastructure to the relevant Non-Residential Premise (the “**Relevant Non-Residential Premise**”). For the purposes of this Letter Agreement, “**Relevant Connection**” means any of the End-User Connections (excluding, for the avoidance of doubt, Residential Per-End-User Connections and NBAP Residential Per-End-User Connections) which Nucleus Connect can deliver to a Non-Residential Premise, pursuant to the ICO Agreement;
- (c) the Contracting QP’s retail service packages (which utilises the Relevant Connection) for the End-User(s) at the Relevant Non-Residential Premise must be at least 100Mbps or more (the “**Relevant Retail Service Packages**”);
- (d) the said End-User(s) of the Relevant Retail Service Packages must not be any Government agencies;
- (e) the Relevant Connection must be successfully activated and provisioned to the Relevant Non-Residential Premise;
- (f) each Relevant Non-Residential Premise shall be limited to the incentive grant of S\$250 only;
- (g) for the avoidance of doubt:
 - (1) all other applicable charges (including, without limitation, installation, Modification, Deactivation, NetLink Trust’s and third party charges) relating to the activation and provisioning of the Relevant Connection as set out in the ICO Agreement shall continue to apply and be borne by the Contracting QP; and
 - (2) the Contracting QP shall be solely responsible for maintaining the In-building Cabling to TP Infrastructure at its own costs;
- (h) all claims for the incentive shall be submitted, processed and claim in accordance with Clause 4.3;
- (i) the Incentive Scheme shall expire on 31 December 2016. Subject to the Authority’s prior approval, Nucleus Connect may extend the duration of the Incentive Scheme on such terms and conditions as Nucleus Connect may determine in its absolute discretion; and
- (j) notwithstanding any provision of this Letter Agreement, Nucleus Connect shall be entitled (at any time and without incurring any liability) to amend, suspend and/or terminate the Incentive Scheme upon giving written notice thereof to the Contracting QP.

4.3 Processing of Claims

- (i) Within thirty (30) days after the end of each calendar quarter (for example, July to September, October to December and January to March), the Contracting QP shall submit to Nucleus Connect a written report (the “**Claims Report**”) setting out, *inter alia*, the following information:
 - (a) the consolidated record of all Non-Residential Premises which are eligible under the Incentive Scheme in the said calendar quarter, including the addresses of the Non-Residential Premises and the descriptions of the Relevant Connections to such Non-Residential Premises;

- (b) the total amount of incentive to which it believes it is due and the basis of the calculation thereof; and
- (c) such other information as may be requested by Nucleus Connect in connection with this Letter Agreement.

The Claims Report shall be in such form and format as may be determined by Nucleus Connect from time to time.

- (ii) At the same time the Contracting QP submits the Claims Report to Nucleus Connect, the Contracting QP shall provide to Nucleus Connect a copy of its submission to the Authority in respect of the Relevant Retail Service Packages (the “**IDA Submission**”).
- (iii) Within 90 days from Nucleus Connect’s receipt of all relevant information (including, for the avoidance of doubt, the Claims Report and the IDA Submission) from the Contracting QP, Nucleus Connect shall process the total amount of the incentives to be credited to the Contracting QP’s account. The incentives will be granted in the form of credit note(s) issued to the Contracting QP to be set-off against any moneys due and owing from the Contracting QP to Nucleus Connect; and
- (iv) in the absence of fraud or manifest error, Nucleus Connect’s calculation of the incentives shall be final and conclusive.

4.4 Records & Audit

- (i) The Contracting QP shall maintain at its principal place of business in Singapore throughout the duration of this Letter Agreement and for a period of three (3) years thereafter accurate and complete books and records relating to:
 - (a) all Non-Residential Premises which are eligible under the Incentive, including the addresses of the Non-Residential Premises and the descriptions of the Relevant Connections to such Non-Residential Premises;
 - (b) the incentives due to the Contracting QP under the Incentive Scheme and the basis of calculation thereof; and
 - (c) any other information which may be required to verify the Contracting QP’s compliance with the terms and conditions of this Letter Agreement.
- (ii) The Contracting QP shall:
 - (a) ensure that such books and records are prepared according to generally accepted accounting principles in Singapore; and
 - (b) ensure that such books and records show a true and fair view of all transactions relating to this Letter Agreement.
- (iii) During normal business hours and at any time during the duration of this Letter Agreement and for a period of three (3) years thereafter, Nucleus Connect or its representatives shall have the right upon giving at least fourteen (14) days’ written notice to audit, inspect and take copies of the Contracting QP’s books and records, in order to verify the Contracting QP’s compliance with the terms and conditions of this Letter Agreement.
- (iv) In the event that any audit and/or inspection undertaken by Nucleus Connect or its representatives discloses that there has been an overpayment of moneys due to the

Contracting QP of five per cent (5%) or more of the total moneys due in respect of the period which is the subject of the audit and/or inspection, the Contracting QP shall forthwith reimburse Nucleus Connect for all reasonable costs and expenses incurred by Nucleus Connect in connection with such audit and/or inspection. In any event, the Contracting QP shall forthwith pay Nucleus Connect the amount of any overpayment.

- (v) Neither Nucleus Connect's acceptance of any information, report or payment nor Nucleus Connect's audit or inspection of the Contracting QP's books or records shall prevent Nucleus Connect from later disputing the accuracy or completeness of any payment made or information supplied.

5. Commencement Date

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

5.2 This Letter Agreement shall take effect on a date falling the later of:

- (i) the date on which this Letter Agreement is signed by both parties; and
- (ii) 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).

6. Miscellaneous

6.1 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.

6.2 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.

6.3 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.

6.4 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.

Name:

Title:

To: Nucleus Connect Pte. Ltd.
3 Tai Seng Drive
#04-01
Singapore 535216

Dear Sirs,

We refer to the Letter Agreement above and confirm that it correctly sets out our understanding and agreement with respect to the matters set out therein.

Yours faithfully,

For and on behalf of
[Name of Contracting QP]

Name:

Title:

Date: