

22 October 2020

Insert RSP name ("**Contracting QP**")

RSP address

Singapore

By Email & Courier

Attn: []

Dear Sir

SME TARIFF REBATE SCHEME

1. We refer to the Interconnection Offer (ICO) 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. The Parties hereby agree to the terms and conditions specified in this Letter Agreement for the SME Tariff Rebate Scheme.
4. WHEREAS:
 - 4.1 NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) ("**NLT**") has under the terms of a customised agreement offered to Nucleus Connect Pte Ltd ("**NC**" or "**Nucleus Connect**") a SME tariff rebate scheme, whereby NLT's monthly recurring charges for its non-residential fibre under Schedule 2 of the ICO agreement between NLT and NC is waived for a period of twelve (12) months for NGNBN connections ordered by NC for SMEs during the Offer Period.
 - 4.2 The Contracting QP wishes to be offered with a similar SME tariff rebate scheme by NC (the "**SME Tariff Rebate Scheme**") under the terms and conditions specified in this Letter Agreement.
5. Definitions
 - 5.1 In this Letter Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings: -

"**ASME**" means the Association of Small & Medium Enterprises, which is registered under the Societies Act (Cap. 311) in Singapore with UEN S86SS0026L;

"**Business Day**" means any day other than Saturdays, Sundays or the gazetted public holidays in Singapore;

“**Code**” means the OpCo Interconnection Code 2020 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 22 April 2020, or its successor code of practice, and as may be amended from time to time;

“**Commencement Date**” has the meaning ascribed to such term in Clause 7 of this Letter Agreement;

“**Contracting QP**” means StarHub Ltd;

“**General Service Terms and Conditions**” means the General Service Terms and Conditions referenced to at Paragraph 1.3(c) of the Service Schedule for Non-Residential Per End-User Connection;

“**Offer Period**” means the period commencing from the Commencement Date and expiring on 25 February 2021;

“**RFS Date**” has such meaning as ascribed to such term in Paragraph 1.3 of the General Service Terms and Conditions;

“**SME**” means a business entity (including but not limited to sole proprietorships and partnerships) that meets one of the following criteria:

- a) Business entity is a member of the Association of Small & Medium Enterprises (ASME), where the business entity is a private limited company; or
- b) Business entity is registered and operating in Singapore, has minimum thirty per cent (30%) local shareholding, and has either an annual turnover of less than one hundred million Singapore Dollars (S\$100,000,000) or fewer than two hundred (200) employees;

“**SME Connection**” means a new Non-Residential Per End-User Connection that meets the criteria set out in paragraph 1.1 of **ANNEX 1** hereto and to which NLT has approved the grant of the Waiver;

“**Waiver**” means the waiver described in Clause 6.1 of this Letter Agreement; and

“**Waiver Period**” means the period during which the Waiver applies, as described in Clause 6.1 of this Letter Agreement.

6. Parties’ Obligations

Nucleus Connect’s Obligations

6.1 Upon request made by the Contracting QP in accordance with the terms and conditions specified herein, NC shall grant the Contracting QP with a waiver of the Monthly Recurring NC Charge for the Non-Residential Per End-User Connection for a period of twelve (12) consecutive calendar months commencing from the RFS Date (the “**Waiver Period**”), in accordance with the rebate amount specified in **ANNEX 2** attached hereto, provided that:

- a) the Contracting QP’s Order for the Non-Residential Per End-User Connection is submitted during the Offer Period; and
- b) the End-User for that Non-Residential Per End-User Connection is an SME as of the date of the Order.

(hereinafter referred to as the “**Waiver**”).

Contracting QP’s Obligations

6.2 In consideration of NC’s agreement to provide the Waiver, the Contracting QP shall comply with the terms and conditions specified in **ANNEX 1** attached hereto and as may be amended from time to time by NC, subject to the Authority’s approval.

7. Commencement Date

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

7.2 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).

(the “**Commencement Date**”).

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).

8. Expiry and Termination

8.1 This Letter Agreement shall expire on 28 February 2021 and may only be extended in accordance with Clause 8.2 below.

8.2 Subject to the Authority’s prior approval, Nucleus Connect may extend this Letter Agreement on such terms and conditions as Nucleus Connect may determine in its absolute discretion.

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

9. Miscellaneous

9.1 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.

9.2 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.

9.3 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.

9.4 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.
67 Ubi Avenue 1
#05-01
Singapore 408942

Dear Sir,

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
StarHub Ltd

Name:
Title:
Date:

ANNEX 1

1. ELIGIBILITY CRITERIA

1.1. NC shall grant the Waiver to Non-Residential Per End-User Connections which meet the below criteria:

- (a) The Order for the Non-Residential Per End-User Connection is submitted during the Offer Period;
- (b) The minimum contract term of the Non-Residential Per End-User Connection (as indicated in the Order) is twelve (12) months;
- (c) The End-User identified in the Order is an SME as of the date of the Order;
- (d) The End-User's "Company Name" is provided during Order submission; and
- (e) The requested RFS Date shall not be earlier than eighteen (18) Business Days from date of Order submission.

A Non-Residential Per End-User Connection which meets the above criteria and for which NC has approved the grant of the Waiver shall hereafter be referred to as an "**SME Connection**".

1.2. The MRC for each SME Connection shall be waived for twelve (12) consecutive calendar months commencing from the RFS Date (the "**Waiver Period**").

1.3. For the avoidance of doubt:

- (a) the Waiver shall only be granted in respect of Non-Residential Per End-User Connections for which the TP (as defined in the ICO Agreement) is installed by NLT; and
- (b) the Waiver shall not be granted in respect of Non-Residential Per End-User Connections for which the Order was submitted either before or after the Offer Period.

1.4. In the event that an SME Connection is relocated pursuant to paragraph 7 of the General Service Terms and Conditions, the Waiver shall continue to be applied to that same SME Connection until the end of the Waiver Period.

2. WAIVER MECHANISM

2.1. The Waiver shall be applied to each SME Connection in the form of a monthly rebate which shall be equivalent to the amount specified in **ANNEX 2** in respect of the SME Connection.

2.2. NC shall generate a list of active SME Connections that are due to enjoy the Waiver during each billing cycle, and NC shall compute the total amount of rebates payable to the Contracting QP for the relevant billing cycle based on this list. NC shall make reasonable endeavours to provide the Contracting QP with a copy of the aforementioned list of SME Connections, and a statement indicating the total amount of rebates payable for each billing cycle within three (3) calendar weeks of the end of the relevant billing cycle.

- 2.3. The Contracting QP shall provide written confirmation of the accuracy of the list of SME Connections and the statement of the total amount of rebates payable by NC no later than one (1) calendar week from the date of receiving the same. In the event that the Contracting QP fails to provide the said written confirmation within this timeline, the Contracting QP shall be deemed to have confirmed the accuracy of the said list and statement, and the Contracting QP shall no longer be entitled to seek a review or revision of the said list and statement thereafter.
- 2.4. The full amount of the total rebates payable by NC for each billing cycle shall be credited to the Contracting QP's account, and shall be reflected in the next invoice issued by NC.

3. ORDER SUBMISSION PROCEDURE

- 3.1. Within one (1) Business Day of submitting its Order for the Non-Residential Per End-User Connection in accordance with paragraph 2 of the General Service Terms and Conditions, the Contracting QP shall request for the Waiver by emailing the following information to sme_rebate_tariff@nucleusconnect.com :
- (a) the End-User's company name as registered with the Accounting and Corporate Regulatory Authority of Singapore ("ACRA"); and
 - (b) supporting document that show that the End-User of that Non-Residential Per End-User Connection qualifies as an SME hereunder.
- 3.2. The supporting documents referred to in paragraph 3.1(b) above shall include but are not limited to:
- (a) Valid ASME membership documentation;
 - (b) 2019 audited financial statement;
 - (c) Latest three (3) months' CPF statements which indicates the End-User's headcount;
 - (d) Comprehensive Business Profile issued by ACRA dated not more than three (3) calendar months prior to date of submission of the Order; and
 - (e) Small business license e.g. Hawker license, etc.
- 3.3. Notwithstanding the foregoing, NC reserves the right to request for and accept alternative types of supporting documents at its sole discretion.
- 3.4. Contracting QP agrees and acknowledges that the grant of the Waiver in respect of any new Non-Residential Per End-User Connection may be delayed or rejected in the event that the supporting documentation is not submitted on time, or the submitted documentation does not show that the End-User qualifies as an SME hereunder. NC shall approve each request for the Waiver at its sole discretion.

4. EARLY TERMINATION

- 4.1. An SME Connection that is Deactivated before the expiry date of the minimum contract term (as indicated in the Order) will not be subject to the Early Termination Charge stipulated under ICO Agreement.

5. PROVISIONING SAP REBATE

- 5.1. In respect of the SME Connection, the Contracting QP shall not be entitled to claim credit rebate should NC fail to meet its provisioning SAP pursuant to Paragraph 6 of the General Service Terms and Conditions (Appendix 1).

6. TERMINATION OF WAIVER

- 6.1. NC shall be entitled to commence charging the applicable Monthly Recurring NC Charge in respect of any Non-Residential Per End-User Connection in the event that the relevant End-User ceases to be an SME at any time during the Waiver Period, or in the event of the expiry or early termination of this Letter Agreement.
- 6.2. In the event that the relevant End-User ceases to be an SME during the Waiver Period and the Non-Residential Per End-User Connection is terminated before the expiry date of the minimum contract term (as indicated in the Order), the Contracting QP shall be liable for the applicable Early Termination Charge stipulated under paragraph 5.2 of the Service Schedule for the Non-Residential Per End-User Connection.

7. RECOVERY OF REBATES

- 7.1. NC reserves the right to recover all rebates given under this Letter Agreement in the event that NC obtains information that reasonably leads it to believe that the supporting documents submitted in support of a request for a Waiver are inaccurate, misleading or fraudulent.

8. MISCELLANEOUS

- 8.1. Regardless of termination or expiration of this Letter Agreement, the rights and obligations of the Parties hereunder which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of this Letter Agreement or any part thereof, will so survive including but not limited to paragraphs 1.2, 6.1, and 7.1 of this Annex 1.

ANNEX 2

WAIVER REBATE AMOUNT

The rebate amount granted by NC under the SME Rebate Scheme is set out in the table below.

S/N	Description of Charges	Monthly Rebate Amount (\$)
1	Waiver of Monthly Recurring NC Charge	\$55 per SME Connection

Unless specified otherwise, all other charges applicable to Non-Residential Per End-User Connection under the ICO Agreement shall apply.