

18 August 2022



By Email & Courier

Attn: 

Dear Sir

#### **EXTENSION OF 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 and the letter agreement dated 22 October 2020 (the "**Letter Agreement No. 1**"), letter agreement dated 4 February 2021 (the "**Letter Agreement No. 2**"), letter agreement dated 22 February 2021 (the "**Letter Agreement No. 3**"), letter agreement dated 17 September 2021 (the "**Letter Agreement No. 4**") and the letter agreement dated 25 May 2022 (the "**Letter Agreement No. 5**") (all collectively referred to as, 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. Extension of SME Tariff Rebate Scheme  
  
The Parties hereby agree that the SME Tariff Rebate Scheme as set out in the Letter Agreement No. 5 shall, upon its expiry on 31 August 2022, be extended for a period up to and including 30 June 2023.
5. Effective 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 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 "**Effective Date**").
6. Expiry and Termination
  - 6.1 This letter agreement shall expire on 30 June 2023 and may only be extended in accordance with Clause 6.2 below.

- 6.2 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.
7. Miscellaneous
- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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: [REDACTED]  
Title:

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**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

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Name: [REDACTED]

Title:

Date: