

TARIFF ON WAIVER OF MONTHLY RECURRING CHARGE OF NON-RESIDENTIAL END-USER CONNECTION SERVICE FOR SMALL AND MEDIUM ENTERPRISES ("SME REBATE TARIFF")

This term sheet summarises the key terms and conditions of NetLink Trust's ("NLT") waiver of the Monthly Recurring Charge ("MRC") in respect of new NRES 1:16 Connections (as defined below) where the End-Users for such connections are small and medium enterprises ("SMEs") (as defined below).

1. Definitions

Capitalised terms used herein, unless otherwise defined, have the meanings defined in the Approved ICO.

The following terms shall have the meanings set out below for the purposes of this term sheet:

"Approved ICO" means NLT's Interconnection Offer as approved by the Info-communications Media Development Authority (IMDA);

"Effective Date" means 1 September 2020 or the date of execution of the Tariff Agreement, whichever occurs later;

"NRES 1:16 Connection" means a Non-Residential End-User Connection of 1:16 Split Ratio from CO to Termination Point inside the Non-Residential Premise but excludes

- (a) Non-Residential End-User Connection from CO to Termination Point inside the vertical telecommunication riser on the same floor as the Non-Residential Premise, and
- (b) Non-Residential End-User Connection from CO to the FTTB Node of the Non-Residential Premise where the NLT's Network ends:

"Schedule 2 Rebate CA" means the Customised Agreement for the Non-Residential End-User Connection Rebate Programme, and any other Customised Agreement that incorporates the main elements thereof;

"SME" means a business entity (including but not limited to sole proprietorship and partnership) that meets one of the following criteria:



 Business entity is a member of the Association of Small & Mediu Enterprises (ASME) (applicable only for private limited company); or Business entity is registered and operating in Singapore, has minimu 30% local shareholding, and has either an annual turnover of less that 	m			
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S\$100 million <u>or</u> fewer than 200 employees;	S\$100 million or fewer than 200 employees;			
"SME Connection" means a new NRES 1:16 Connection that meets the	e			
criteria set out in Clause 3 below; and				
"Waiver" means the waiver of the MRC for NRES 1:16 Connections und	"Waiver" means the waiver of the MRC for NRES 1:16 Connections under			
this SME Rebate Tariff.	this SME Rebate Tariff.			
2. Offer Period The Waiver shall be extended to new orders which are submitted during	g			
the period commencing from Effective Date and expiring on 31 Decemb	er			
2023 ("Offer Period").				
3. Pre-requisites The Waiver shall only be extended to NRES 1:16 Connections which me	et			
the below criteria:	the below criteria:			
(a) The order for the NRES 1:16 Connection is submitted during the Off	er			
Period;				
(b) The minimum contract term (as indicated on the order form) is twelver	e			
(12) months;				
(c) The End-User identified on the order form is a SME;				
(d) The End-User's "Company Name" to be provided during ord submission; and	er			
(e) The requested date of service activation must be ≥ 15 Business Day	/S			
from date of order submission.				
For the avoidance of doubt, the Waiver shall be extended to orders f	or			
NRES 1:16 Connections with or without installation of Termination Point	•			



4. Waiver Period

The MRC for each SME Connection shall be waived for 12 consecutive calendar months commencing from the Ready for Service date (the "Waiver Period").

In the event that a SME Connection is relocated to a different Non-Residential Premise, the Waiver shall continue to be applied to the SME Connection until the end of the Waiver Period.

WaiverMechanism

The Waiver shall be applied to each SME Connection in the form of a monthly rebate that is equivalent to the amount of MRC in respect of the SME connection.

NLT shall generate a list of active SME Connections that are due to enjoy the Waiver during each billing cycle, and NLT shall compute the total amount of rebates payable for the relevant billing cycle based on this list. NLT shall provide the RL 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 two (2) calendar weeks of end of the relevant billing cycle.

The RL shall provide written confirmation of the accuracy of the list of SME Connections and the statement of the total amount of rebates payable by NLT no later than one (1) calendar week of receiving the same. In the event that the RL fails to provide the said written confirmation within this timeline, the RL shall be deemed to have confirmed the accuracy of the said list and statement, and the RL shall no longer be entitled to seek a review or revision of the said list and statement thereafter.

The full amount of the total rebates payable by NLT for each billing cycle shall be credited to the RL's account, and shall be reflected in the next invoice issued by NLT.



6. Order	After submitting the order for a new NRES 1:16 Connection in accordance			
Submission	with Schedule 2 of the Approved ICO, RL shall email to			
Procedure	sme_rebate_tariff@netlinknbn.com the name of the relevant Business			
	Entity/End-User and all necessary documentary evidence to show that the			
	End-User qualifies as a SME hereunder within one (1) Business Day of the			
	order submission date.			
	As a guideline, RL may submit any one (1) of the following documents as			
support for the Waiver application:				
	(a) Valid ASME membership documentation			
	(c) Latest three (3) months' CPF statements which indicates the End-			
User's headcount				
(d) Comprehensive Business Profile issued by ACRA dated not i				
than three (3) months prior to date of submission of the order				
	(e) Small business license e.g. hawker licence, etc.			
NLT reserves the right to accept alternative types of supporting docu				
	at its sole discretion.			
The application of the Waiver to any new NRES 1:16 Connection				
	delayed or rejected in the event that the supporting documentation is not			
submitted on time, or the submitted documentation does not show that				
End-User qualifies as a SME hereunder. NLT shall have the final discre				
	to either approve or reject application of the Waiver.			
7. Early	A SME Connection that is terminated before the expiry of the minimum			
Termination	connection term will not be subject to any premature termination charge.			
8. Charges	The charges set out in Annex 1 shall be payable by the RL. For the			
	avoidance of doubt, the prevailing charges set out in the Approved ICO			
	shall continue to apply unless otherwise stated in Annex 1.			
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9. SAP Rebate	NLT shall not be liable for the SAP Rebate in respect of a SME Connection.			
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10. Application of	The SME Rebate Tariff runs parallel to the Schedule 2 Rebate CA, and a	
Schedule 2	SME Connection that enjoys the Waiver under the SME Rebate Tariffs	
Rebate CA	not be regarded as a 'Qualifying Connection' under the Schedule 2 Rebate	
	CA. For the avoidance of doubt, RL may not benefit from both the SME	
	Rebate Tariff and the Schedule 2 Rebate CA in respect of any NRES 1:16	
	Connection.	
	In the event that a SME Connection has also been counted as a Qualifying	
	Connection under the Schedule 2 Rebate CA for any reason whatsoever,	
	NLT shall be entitled to make the necessary adjustments to the rebate	
	payable to the RL under the Schedule 2 Rebate CA.	
11. Termination	NLT shall be entitled to commence charging the applicable MRC in respect	
of Waiver	of any NRES 1:16 Connection in the event that the relevant End-User	
	ceases to be a SME at any time during the Waiver Period.	
	In the event that the relevant End-User ceases to be a SME during the	
	Waiver Period and the NRES 1:16 Connection is terminated before the	
	expiry date of the minimum contract term (as indicated in the Request),	
	the RL shall be liable for the applicable premature termination charge	
	stipulated under Schedule 15 of the RL's ICO Agreement.	
12. Recovery of	NLT reserves the right to recover all rebates given under the SME Rebate	
Rebates	Tariff in the event that NLT 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.	
13. Incorporation	Save as expressly stated otherwise in this Term Sheet, the terms of the	
of Terms of	Approved ICO (including but not limited to Schedules 2, 15 and 18 of the	
Approved ICO	Approved ICO) shall continue to govern the provision of Non-Residential	
	Connections by NLT.	



14. Amendments to Terms & Conditions

NLT shall be entitled to amend the terms and conditions of the Tariff Agreement, and to terminate the Tariff Agreement without liability by giving the RL not less than thirty (30) days' written notice of the amendment(s) or termination, whichever applies.



ANNEX 1 - CHARGES

The charges payable by the RL for SME Connections are set out below. For the avoidance of doubt, all charges applicable to NRES 1:16 Connections under the Approved ICO shall apply to SME Connections unless specifically provided for otherwise below.

S/N	Description	Charges S(\$)
1	Monthly Recurring Charge ("MRC")	\$0 w/GST per SME Connection
		(\$0 w/o GST)
2	One-Time Installation Charge ("OTC")	\$767.19 w/GST per SME Connection for
		orders which require installation of
		Termination Point
		(\$717 w/o GST)
3	Early Termination Charge	\$0 w/GST
		(\$0 w/o GST)
4	Service Activation Charge	\$68.48 w/GST per SME Connection
		(\$64 w/o GST)