

Dated

BETWEEN

**NETLINK MANAGEMENT PTE. LTD.**  
**(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)**

AND

**[REDACTED]**

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**CUSTOMISED AGREEMENT**

**WAIVER OF MONTHLY RECURRING CHARGE OF NON-RESIDENTIAL END-USER CONNECTIONS**

**FOR SMALL AND MEDIUM ENTERPRISE END-USERS**

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This **CUSTOMISED AGREEMENT** ("**AGREEMENT**") is made on

between:

(A) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee of NetLink Trust) (Company Registration Number: 201704784C), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 ESR BizPark @ Chai Chee Singapore 469005 ("**NLT**")

AND

(B) [REDACTED] (Company Registration Number: [REDACTED]), a company incorporated in Singapore with its registered address at [REDACTED] (the "**RL**").

NLT and the RL shall hereinafter be collectively referred to as the "Parties", and individually as "Party".

#### **WHEREAS:**

- A. NLT has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Info-communications Media Development Authority ("**IMDA**") under Section 5 of the Telecommunications Act 1999 ("**Act**") and is a designated a public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The RL has signed an agreement on terms of the Approved ICO with NLT ("**RL's ICO Agreement**").
- D. The Parties are desirous of entering into this Customised Agreement, which shall be separate from and independent of the RL's ICO Agreement, to regulate Parties' respective obligations and responsibilities with regard to the grant of a 12-month waiver of the Monthly Recurring Charge in respect of NRES 1:16 Connections (as defined below) which are submitted during the Term (as defined below) and for which the End-Users are small and medium enterprises.

#### **IN CONSIDERATION OF THE PARTIES' MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings:-

"**Approved ICO**" has the meaning ascribed to it in **Clause 1.2.1** below;

"**ASME**" means the Association of Small & Medium Enterprises, which is registered under the Societies Act 1966 in Singapore with UEN S86SS0026L;

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

"**Code**" means the NetCo 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;

**“Effective Date”** means the date described in **Clause 7.1** below or 1 August 2024, whichever is later;

**“Law”** means any domestic constitutional provision, statute or other law (including common law), act, rule, regulation, subsidiary legislation, ordinance, treaty, code, permit, certificate, licence, and any decision, decree, resolution, injunction, judgment, order, ruling, interpretation or assessment issued by any Governmental Agency, including any of the foregoing applicable to health, safety and environmental matters;

**“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;

**“Ready for Service Date”** or **“RFA Date”** means the date that NLT completes the installation of the NRES 1:16 Connection as notified to the RL;

**“Requesting Licensees”** means Qualifying Persons who had executed an ICO Agreement on terms of the Approved ICO with OpenNet Pte. Ltd. (**“OpenNet”**) prior to 1 October 2014 and had executed a novation agreement dated 1 October 2014 to novate the ICO Agreement from OpenNet to NLT, or who had entered into an ICO Agreement with NLT;

**“Request”** means any request made for a NRES 1:16 Connection that is to be considered as a SME Connection under this Agreement;

**“SAP Rebate”** means the amount which NLT is liable to compensate the RL under the Approved ICO when NLT fails to meet the applicable service activation period for a NRES 1:16 Connection;

**“Schedule 2 Rebate CA”** means the Customised Agreement for the Non-Residential End-User Connection Rebate Programme between the RL and NLT, if any, and any other Customised Agreement that incorporates the main elements thereof;

**“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 NRES 1:16 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;

**“Term”** means the term of this Agreement as defined in **Clause 7.2** of this Agreement;

**“Waiver”** means the waiver described in **Clause 2.1** of this Agreement; and

**“Waiver Period”** means the period during which the Waiver applies, as described in **Clause 2.1** of this Agreement.

## 1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined herein, all terms and references defined in NLT's Interconnection Offer as approved by the Authority ("**Approved ICO**") (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-2023> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;
- 1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;
- 1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals, annexes and annexures are references to the clauses, schedules, recitals and annexures of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules, annexes and/or annexures to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding

Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

## **2. NLT'S OBLIGATIONS**

2.1 Upon request by the RL and subject to the terms and conditions of this Agreement, NLT shall grant a waiver of the monthly recurring charges in respect of a NRES 1:16 Connection for a period of twelve (12) consecutive calendar months commencing from the Ready for Service Date ("**RFS Date**") as advised by NLT (the "**Waiver Period**") provided that:

2.1.1 The Request for the NRES 1:16 Connection is submitted during the Term; and

2.1.2 The End-User for that NRES 1:16 Connection is a SME as of the date of the order.

(hereinafter referred to as the "**Waiver**").

## **3. RL'S OBLIGATIONS**

3.1 In consideration of NLT's agreement to provide the Waiver described in **Clause 2** above, the RL shall comply with the terms and conditions specified in the Annexes hereto and as may be amended from time to time by NLT, subject to the Authority's approval.

## **4. CONFIDENTIALITY**

4.1 Each Party shall protect from disclosure any confidential or proprietary information provided by the other in the course of negotiating or implementing this Agreement, use such information only for the provision of the specific Mandated Services requested by the RL and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

## **5. PROTECTION OF NETWORKS**

5.1 NLT and the RL shall take reasonable measures to ensure that they will not cause physical or technical harm to each other's network.

## **6. BILLING INFORMATION**

6.1 NLT and the RL shall provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other relevant third parties.

## **7. TERM AND TERMINATION**

7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "Effective Date".

- 7.2. This Agreement shall expire two (2) years after the Effective Date ("**Term**"), unless it is renewed in accordance with **Clause 7.3** below.
- 7.3. NLT may review the terms of this Agreement prior to the date of expiry of this Agreement and may renew this Agreement on such terms as Parties may agree, subject to the Authority's prior approval. Any request for renewal by the RL shall be made at least three (3) months prior to the expiry of the Agreement, following which Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority's prior approval.
- 7.4 Unless otherwise specified in the Annexes hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to **Clause 9.1** below). In addition, either Party may terminate this Agreement by giving to the other Party thirty (30) days' written notice or such shorter notice as may be directed or requested by the Authority.

## **8. LIMITATION OF LIABILITY**

- 8.1 This **Clause 8** shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.
- 8.2 Subject to **Clause 8.4**, neither Party shall be liable to the other Party, whether in contract, in tort, under statute or otherwise, for the following:
- a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or
  - b. any consequential or indirect liability, loss or damage,
- sustained by and arising from or in connection with this Agreement.
- 8.3 Subject to **Clause 8.4**, each Party's aggregate liability in any given year (commencing on the Commencement Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the aggregate applicable Monthly Recurring Charge ("MRC") (as set out in Schedule 15 of the Approved ICO) paid or payable by the RL in relation to the SME Connections provisioned to the RL under this Agreement during the twelve (12) months prior to the event giving rise to the liability.
- 8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury. Nothing in this **Clause 8** excludes or restricts:
- a. either Party's liability for fraud, wilful default and/or gross negligence;
  - b. the RL's liability for using the NRES 1:16 Connections for an End-User that is not a SME and not using the NRES 1:16 Connections strictly in accordance with **paragraph 1 of Annex 1**; and
  - c. the RL's liability to make payment to NLT under this Agreement.

## **9. MISCELLANEOUS**

### **9.1 Incorporation of Terms of Approved ICO**

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 2, 15, 16, 17 and 18) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a “Customised Agreement” referred to in Clause 1.4 of the main body of Part 2 of the Approved ICO and as defined under Clause 1.2.1 of the Code. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

### **9.2 Release, Waiver or Compromise**

Any liability owed to either Party hereunder may in whole or in part be released, waived or compromised, or time or indulgence may be given, by such Party in its absolute discretion and without in any way prejudicing or affecting its rights against the other Party. Any release, waiver or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar obligations or conditions in the future.

### **9.3 Prohibition against Assignment and Sub-Licensing**

This Agreement and/or the obligations hereunder shall not be assigned or sub-licensed by the RL.

### **9.4 Amendment**

This Agreement may be amended only by an instrument in writing signed by both Parties, which shall be conditional upon and subject to the approval of the Authority. The Parties hereby acknowledge that the Authority may direct changes to be made to this Agreement and agree that they shall amend this Agreement to incorporate such changes (including any additional or modified Duties Related to the Provision of Mandated Services as defined in the Code) as and when required by the Authority.

### **9.5 Invalidity and Unenforceability**

Any provision of this Agreement that is invalid or unenforceable under any Law in Singapore will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision shall remain valid and enforceable in accordance with their terms.

### **9.6 Counterparts**

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. This Agreement may be executed by way of a certificate-based digital signature and the Parties hereby agree that such digital signature shall be treated as an original signature for all purposes hereof.

9.7 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

9.8 Liability of the Trustee

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse and shall not extend to any personal or other assets of NetLink Management Pte. Ltd. or its shareholders, directors, officers or employees, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.



**IN WITNESS WHEREOF** this Agreement has been entered into on the date stated at the beginning.

**NETLINK MANAGEMENT PTE. LTD.  
(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)**

Signed by \_\_\_\_\_ )  
(Name of Signatory) )  
for and on behalf of **NETLINK MANAGEMENT** )  
**PTE. LTD. (IN ITS CAPACITY AS TRUSTEE** )  
**OF NETLINK TRUST)** )  
in the presence of: )  
*(signature)* \_\_\_\_\_  
Designation:

*(signature of witness)* \_\_\_\_\_  
Name of Witness:  
Designation:

Signed by \_\_\_\_\_ )  
(Name of Signatory) )  
for and on behalf of **NETLINK MANAGEMENT** )  
**PTE. LTD. (IN ITS CAPACITY AS TRUSTEE** )  
**OF NETLINK TRUST)** )  
in the presence of: )  
*(signature)* \_\_\_\_\_  
Designation:

*(signature of witness)* \_\_\_\_\_  
Name of Witness:  
Designation:

\_\_\_\_\_  
Signed by \_\_\_\_\_ )  
(Name of Signatory) )  
for and on behalf of \_\_\_\_\_ )  
in the presence of: )  
*(signature)* \_\_\_\_\_  
Designation:

*(signature of witness)* \_\_\_\_\_  
Name of Witness:  
Designation:

## ANNEX 1

### 1. ELIGIBILITY CRITERIA

1.1. NLT shall grant the Waiver to NRES 1:16 Connections which meet the below criteria:

- (a) The Request for the NRES 1:16 Connection is submitted during the Term;
- (b) The minimum connection term of the NRES 1:16 Connection (as indicated on the Request) is twelve (12) months;
- (c) The End-User identified on the relevant order form is a SME;
- (d) The End-User's "Company Name" is provided during order submission; and
- (e) The requested date of service activation shall not be earlier than fifteen (15) Business Days from date of order submission.

A NRES 1:16 Connection which meets the above criteria and for which NLT has approved the grant of the Waiver shall hereafter be referred to as a "**SME Connection**".

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

1.3. For the avoidance of doubt:

- (a) the Waiver shall be granted in respect of NRES 1:16 Connections with or without TP installations; and
- (b) no Waiver shall be granted for any Request submitted before or beyond the Term of the Agreement.

1.4. In the event that a SME Connection is relocated to a different Non-Residential Premise, 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 that is equivalent to the amount of MRC payable in respect of the SME Connection.

2.2. NLT shall generate a list of active SME Connections that are due to enjoy the Waiver during each billing cycle. NLT shall make reasonable endeavours to provide the RL with a copy of the aforementioned list of SME Connections, for each billing cycle within two (2) calendar weeks of the end of the relevant billing cycle.

2.3. 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 from the date 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.

2.4. 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.

### 3. ORDER SUBMISSION PROCEDURE

3.1. After submitting the order for a new NRES 1:16 Connection in accordance with Schedule 2 of the Approved ICO, RL shall request for the Waiver by emailing the following information to [sme\\_rebate\\_CA@netlinknbn.com](mailto:sme_rebate_CA@netlinknbn.com) within one (1) Business Day of the Request submission date:

- (a) the End-User's company name as registered with the Accounting and Corporate Regulatory Authority of Singapore ("**ACRA**"); and
- (b) supporting document that shows that the End-User of that NRES 1:16 Connection qualifies as a SME hereunder.

For the avoidance of doubt, the RL shall submit Request for new NRES 1:16 Connections in accordance with the procedures set out in Schedule 2 of the Approved ICO.

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) Latest audited financial statement;
- (c) Latest three (3) months' CPF statements which indicates the End-User has less than 200 employees at the date of submission of the Request;
- (d) Comprehensive Business Profile issued by ACRA dated not more than three (3) calendar months prior to date of submission of the Request; and
- (e) Small business license e.g. Hawker license, etc.

In the event that the End-User is unable to provide any of the above supporting documents, the RL shall obtain and include in its submission the End-User's self-declaration in the format provided in **Annex 3** if the RL wishes for the Request to be considered.

3.3. Notwithstanding the foregoing, NLT reserves the right to request for and accept alternative types of supporting documents at its sole discretion.

3.4. RL agrees and acknowledges that the grant of the Waiver in respect of any new NRES 1:16 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 a SME hereunder. NLT shall approve each request for the Waiver at its sole discretion.

### 4. EARLY TERMINATION

4.1. A SME Connection that is terminated before the expiry date of the minimum connection term of twelve (12) months will not be subject to the premature termination charge stipulated under Schedule 15 of the RL's ICO Agreement.

### 5. REBATES & CHARGES

5.1. The charges set out in **Annex 2** shall apply for all NRES 1:16 Connections provided by NLT pursuant to this Agreement. In the event that any charges for services pertaining to NRES 1:16 Connections are not

stipulated in **Annex 2**, the charges for such services as set out in Schedule 15 of the Approved ICO shall apply.

5.2 The rebates and charges set out in **Annex 2** shall be valid until the occurrence of the earlier of the following events:

(a) the expiration of this Agreement; or

(b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the charges set out in **Annex 2**, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further NRES 1:16 Connections at the charges set out in **Annex 2**. The RL acknowledges that there may be a need to enter into a new agreement on revised charges and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save that both Parties shall settle any payments which have accrued at the time of termination.

5.3 NLT will review the charges set out in **Annex 2** periodically and may revise the charges at its discretion following such review, subject to IMDA's approval. In the event there is a revision approved by IMDA, NLT shall notify the RL of the revised charges in writing and the revised charges shall take effect two (2) months from the date of such notification, subject to any direction by IMDA.

## **6. SERVICE LEVEL GUARANTEES**

6.1. The Parties agree that NLT shall not be liable for any failure to meet the service activation period set out in Schedule 2 of the Approved ICO in respect of NRES 1:16 Connections provisioned under this Agreement. For the avoidance of doubt, the RL shall not be entitled to any claims pertaining to SAP Rebate in relation to any SME Connections provided by NLT pursuant to this Agreement.

6.2. For the avoidance of doubt, the Service Level Guarantees prescribed in Clause 2 of Schedule 2 of the Approved ICO pertaining to the Mean Time to Recovery ("MTTR") and Service Level Availability ("SLA") will apply to the provision of SME Connections provided by NLT pursuant to this Agreement.

## **7. APPLICATION OF SCHEDULE 2 REBATE CA**

7.1. **Paragraphs 7.2 and 7.3 of Annex 1** shall apply only where the RL and NLT have entered into a Schedule 2 Rebate CA prior to the date of this Agreement, or any time during the Term or the Waiver Period.

7.2. This Agreement shall run parallel to the Schedule 2 Rebate CA, and a SME Connection that enjoys the Waiver under this Agreement shall not be regarded as a 'Qualifying Connection' under the Schedule 2 Rebate CA at any time, including a situation where the End-User ceases to qualify as a SME under this Agreement during the Waiver Period, or where the Waiver Period has expired. For the avoidance of doubt, RL shall not benefit from the rebates paid out under both this Agreement and the Schedule 2 Rebate CA in respect of any NRES 1:16 Connection at any time.

7.3. 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, including an error on NLT's part, NLT shall be entitled to make the necessary adjustments to the rebate payable to the RL under the Schedule 2 Rebate CA.

## **8. TERMINATION OF WAIVER**

- 8.1. NLT shall be entitled to commence charging the applicable MRC in respect 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, or in the event of the expiry or early termination of the Agreement.
- 8.2. In the event that the relevant End-User ceases to be a SME during the Waiver Period, the NRES 1:16 Connection is terminated before the expiry date of the minimum connection term, clause 4.1 shall no longer be applicable and the RL shall be liable for the applicable premature termination charge stipulated under Schedule 15 of the RL's ICO Agreement. NLT reserves the right to recover all rebates given under this Agreement in the event that NLT obtains information that leads it to reasonably believe that the relevant End-User may have ceased to be a SME in the time that it received rebates under this Agreement.

## **9. RECOVERY OF REBATES**

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

## **10. ADDITIONAL TERMS AND CONDITIONS**

- 10.1. The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 10.2. Regardless of termination or expiration of this 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 Agreement or any part thereof, will so survive including but not limited to **Clauses 4** (Confidentiality), **8** (Limitation of Liability), **9.2** (Release, Waiver or Compromise), **9.5** (Invalidity and Unenforceability), **9.7** (Governing Law and Submission to Jurisdiction) and **9.8** (Liability of the Trustee) of the Agreement, and **paragraphs 1.2, 8.1 and 9.1** of this **Annex 1**.

**ANNEX 2**  
**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.

<b>S/N</b>	<b>Description</b>	<b>Charges (S\$)</b>
1	Monthly Recurring Charge (“ <b>MRC</b> ”) during Waiver Period	\$0 per SME Connection
2	One-Time Installation Charge (“ <b>OTC</b> ”)	\$574 per SME Connection for order which requires TP installation
3	Early Termination Charge during Waiver Period	\$0
4	Service Activation Charge	\$56 per SME Connection

### ANNEX 3

#### COVER LETTER FOR SME DECLARATION

Date: To: NetLink Management Pte. Ltd. (as trustee of NetLink Trust)

Dear Sirs,

#### **SUBMISSION OF SUPPORTING DOCUMENTS FOR SME WAIVER**

1. We refer to the Customised Agreement for the Waiver of Monthly Recurring Charge of Non-Residential End-User Connections for Small and Medium Enterprise End-Users between NetLink Management Pte. Ltd.

(as Trustee of NetLink Trust) ("**NetLink**") and \_\_\_\_\_  
[Name of RL]

(the "**Agreement**"), and our request(s) for new Non-Residential 1:16 Connection(s) (each a "**Request**") to the address(es) indicated in the enclosed SME Declaration Form(s) for the

\_\_\_\_\_  
[Applicant's name which is the Company Name]

2. Unless otherwise defined, capitalised terms used in this letter have the meanings given to them in the Agreement.
3. Since the End-User(s) in relation to whom the Request(s) were submitted are unable to produce any of the supporting documents listed under paragraph 3.2 of Annex 1 to the Agreement, we hereby request NetLink to exercise its discretion and accept the enclosed SME Declaration Form(s) as an alternative supporting document in accordance with paragraph 3.3 of Annex 1 of the Agreement.
4. We confirm that we made all reasonable efforts to verify that the End-User(s) qualify as SMEs under the Agreement based on the information set out in the SME Declaration Form(s). We also confirm that the abovementioned End User is offered a SME promotion offer which can be validated in the upcoming bills to End User.
5. In the event that NetLink decides not to grant the Waiver on the basis that the information set out in the submitted SME Declaration Form does not show that the relevant End-User qualifies as an SME under the Agreement, or that NetLink has reason to believe that the information contained in the SME Declaration Form is inaccurate, misleading or fraudulent, or for any other reason whatsoever, we hereby undertake to indemnify and hold harmless NetLink against all third-party claims which relate to NetLink's decision not to grant the Waiver.
6. Lastly, we acknowledge and agree that NetLink's acceptance of the enclosed SME Declaration Form(s) is not intended to, and shall not be construed as, a waiver of any of NetLink's rights under the Agreement, which includes NetLink's right to recover all rebates given under the Agreement where NetLink obtains information that reasonably leads it to believe that the information contained in the SME Declaration Form(s) is inaccurate, misleading or fraudulent.

Yours faithfully,

Name of Signatory:

Designation:

Name of RL:

Enclosures: SME Declaration Form(s)

This form may be submitted by an applicant to allow their service provider to apply for the SME Rebate Tariff from NetLink Management Pte. Ltd. (as trustee of NetLink Trust) (“**NetLink**”) where the said applicant is unable to provide objective supporting documents (besides ACRA business profile) to prove that the applicant company qualifies as a SME under the rules of the rebate programme offered by NetLink (“**SME Rebate Programme**”).

## SME DECLARATION FORM

I, \_\_\_\_\_

NRIC/FIN/Passport No.:  
(Only last 4 alphanumeric characters required)

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(the “**Authorised Signatory**”) hereby declare that I have been duly authorized by the applicant for the non-residential fibre internet connection (the “**Applicant**”), whose details are set out below, to sign and submit this SME Declaration Form on the behalf of the Applicant.

### Details of Applicant:

1. Name of company/business entity: \_\_\_\_\_
2. Business Registration Number (as registered with ACRA): \_\_\_\_\_
3. Business entity:  
eg. Sole-proprietor, Partnership etc. \_\_\_\_\_
4. Incorporation/business formation date (as registered with ACRA): 

		/			/				
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 \_\_\_\_\_
5. Revenue for last financial year: \_\_\_\_\_
6. Number of employees to-date: \_\_\_\_\_

### On behalf of the Applicant, I hereby declare and/or undertake that:

- The Applicant is unable to obtain objective supporting documentation that can prove its status as a SME under the rules of the SME Rebate Programme. As such, the Applicant requests that NetLink approves the SME Rebate on the basis of the information set out in this SME Declaration Form.
- The order for the non-residential fibre connection installed at the address, \_\_\_\_\_ shall be used only by \_\_\_\_\_ the Applicant for its internal business operations.
- All of the information provided in this SME Declaration Form is true and correct as of date of submission.
- The Applicant accepts that NetLink is fully entitled to reject the application and / or discontinue the rebate in the event that NetLink holds the view that the Applicant does not qualify as a SME, or that the information contained in this SME Declaration Form is inaccurate, misleading or fraudulent.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Designation of Authorised Signatory

\_\_\_\_\_  
Date of declaration