

## Tariff on Provision of Point-to-Point Connections for Enterprise Services to NetCo Qualifying Persons (“Point-to-Point Tariff”)

This term sheet summarises the key terms and conditions of NetLink Trust’s (“NLT”) tariff on provision of Point-to-Point connections for Enterprise Services to NetCo Qualifying Persons (“NetCo QPs”) (as defined below) (“Point-to-Point Tariff”).

### 1. Definitions

Capitalised terms used herein, unless otherwise defined, have the meanings defined in the Approved Interconnection Offer (“ICO”).

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

“**Applicable MRC**” means the Monthly Recurring Charge that applies to a Point-to-Point Connection based on the duration declared by the NetCo QP in accordance with paragraph 4.21;

“**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;

“**Connection Period**” means the tenure of a Point-to-Point Connection which the NetCo QP has indicated in a Request via **Annex 2**;

“**Direct End-User**” means End-Users who have entered directly into a contractual agreement with the NetCo QP or its Related Corporations;

“**Enterprise Customer**” means any Direct End-User to whom the NetCo QP supplies an Enterprise Service;

“**Enterprise Service**” means the provision of one (1) fibre-based broadband enterprise connection by the NetCo QP to a Direct End-User at a Non-Residential Premise by utilizing a Point-to-Point Connection provided by NLT under this Agreement;

“**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;

“**NBAP**” or “**Non-Building Address Point**” means a location in mainland Singapore or its connected islands other than a physical address;

“**NetCo Qualifying Persons**” means Network Company Qualifying Persons who shall include persons such as a Facilities-Based Operator (FBO), a Services-Based Operator

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(Individual) (SBO (Individual)), or a Broadcasting Licensee, who have obtained the relevant licences from IMDA;

“**Point-to-Point Connection**” means (a) a connection comprising one (1) fibre strand that is deployed between two (2) physical points (“**A-end**” and “**B-end**”) within NLT’s network which shall exclude any physical point located at NLT’s Central Office(s), Tuas Second Link, Woodlands Causeway and/or data centre;

## 2. Validity Period

The Point-to-Point Tariff shall expire on 7 years from 21 June 2024 (i.e. 20 June 2031).

## 3. Pre-requisite

The Point-to-Point Tariff shall only be applicable to NetCo QPs who have not entered into any ICO Agreement on the terms of the Approved ICO with NLT.

## 4. Key Terms and Conditions

4.1 The NetCo QP shall not use any Point-to-Point Connection(s) provisioned under this Agreement to provide any fibre-based broadband services or cause any fibre-based broadband services to be provided to any Residential End-Users.

4.2 The NetCo QP shall use the Point-to-Point Connection to supply one (1) Enterprise Service to one (1) Enterprise Customer at the Non-Residential Address indicated in the request for that Point-to-Point Connection (“**Request**”). For the avoidance of doubt, the Point-to-Point Connection shall not be used by the NetCo QP to supply any service that is not an Enterprise Service, and the NetCo QP shall not use the same Point-to-Point Connection to provide more than one (1) Enterprise Service to the same Enterprise Customer at the Non-Residential Address indicated on the Request.

4.3 The NetCo QP must provide the address of the Non-Residential Premise that shall serve as the handover location.

4.4 The NetCo QP shall procure that no Enterprise Customer shall use the Point-to-Point Connection to subsequently resell or otherwise supply dark fibre or broadband services to Residential End-Users or Non-Residential End-Users, or to any NBAP location.

### **Security Requirements**

4.5 The NetCo QP shall, at its sole cost and expense, provide and maintain during the term of this Agreement either (a) a banker’s guarantee in the form set out in **Annex 4** of this Agreement, or (b) a security deposit via bank transfer in the amount of Five Thousand Singapore Dollars (S\$5,000). The banker’s guarantee or security deposit, whichever applies, shall be provided to NLT no later than ten (10) Business Days

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from the Effective Date, or such other deadline as NLT may communicate to the NetCo QP in writing. The requirement under this paragraph 4.5 shall hereafter be referred to as the “**Security Requirement**”.

- 4.6 The NetCo QP shall provide copies of the latest audited financial statements in relation to the preceding three (3) financial years immediately preceding the Effective Date no later than ten (10) Business Days from the Effective Date. The said financial statements shall be used by NLT for the purpose of facilitating NLT’s assessment of the NetCo QP’s financial standing during the term of this Agreement.
- 4.7 NLT reserves the right to review and amend the Security Requirement that applies to the NetCo QP at any time during the term of the Agreement based on the NetCo QP’s financial standing at the time of the review. In conducting the review of the Security Requirement (hereinafter the “**SR Review**”), NLT shall have regard to:
- (a) the audited financial statements mentioned in paragraph 4.6 above; and
  - (b) the NetCo QP’s payment track record i.e. whether the NetCo QP had failed to settle payments owed to NLT by the payment due date on three (3) or more occasions in the past twelve (12) months.
- 4.8 Upon completion of the SR Review, NLT shall be entitled to increase the Security Requirement amount to not more than Twelve Thousand and Five Hundred Singapore Dollars (S\$12,500) or two point five (2.5) times the value of the highest invoice billed to the NetCo QP during the past twelve (12) months, whichever amount is greater, and NetCo QP shall be notified of the increase in the Security Requirement amount accordingly. Within fourteen (14) calendar days from NLT’s notification of an increase in the Security Requirement amount, the NetCo QP shall take all steps to implement the increase in the Security Requirement amount, namely by providing a revised banker’s guarantee or transferring additional sums to NLT as part of the security deposit, as applicable, and the NetCo QP shall also comply with any other terms set out in such notification.
- 4.9 The NetCo QP acknowledges and agrees that NLT’s assessment of its financial standing and the outcome of the SR Review are final and shall not be subject to appeal.
- 4.10 NLT may, at its absolute discretion, treat a failure by the NetCo QP to provide the revised banker’s guarantee or to transfer the outstanding portion of the security deposit pursuant to a notification under paragraph 4.8 above as a material breach of this Agreement. For the avoidance of doubt, the provision of a banker’s guarantee or security deposit does not relieve the NetCo QP from its obligations to pay any outstanding charges to NLT as they become due and payable, nor does it constitute a waiver of NLT’s right to suspend, disconnect or terminate any Point-to-Point Connections in accordance with the terms of this Agreement.
- 4.11 NLT may from time-to-time request information from the NetCo QP for the purpose of conducting the SR Review, and the NetCo QP shall provide the requested information within fourteen (14) calendar days of receipt of such a request.

- 4.12 NLT may, at its absolute discretion and on reasonable notice in writing to the NetCo QP, draw down from the banker's guarantee or security deposit (or part thereof) to settle any amount due or payable to NLT by the NetCo QP under this Agreement. In the event that NLT exercises this right to draw down from the banker's guarantee or security deposit (whichever applies), the NetCo QP shall within fourteen (14) calendar days take all necessary steps to maintain the Security Requirement amount, including by providing a new or revised banker's guarantee or by transferring additional sums to NLT as part of the security deposit.
- 4.13 Notwithstanding anything in this Agreement, NLT shall be entitled to suspend or discontinue the Point-to-Point Connections provisioned under this Agreement in the event that NLT has issued written non-payment notices to the NetCo QP for two (2) consecutive months.
- 4.14 NLT shall terminate the banker's guarantee, or return any remaining amount of the security deposit provided by the NetCo QP (whichever applies) as soon as reasonably practicable after the expiry or early termination of this Agreement.

### ***Applicable MRC***

- 4.15 The applicable MRC for a Point-to-Point Connection(s) shall be determined in accordance with the "Applicable MRC Tiered Pricing" table set out in **Annex 1 ("Pricing Table")**.
- 4.16 The Connection Period of each Point-to-Point Connection shall be calculated commencing from the Ready For Service (RFS) date as advised by NLT.

### ***Early Termination Charge***

- 4.17 The termination of an active Point-to-Point Connection before the expiry of the Connection Period shall be subject to an Early Termination Charge that is equivalent to the total aggregate Applicable MRC which would have been payable during the remainder of the Connection Period.

### ***Check-in Rebate***

- 4.18 On the last day of each twelve-month period commencing from the Effective Date (hereinafter, "**Check-In Date**"), NLT shall verify the total number of active Point-to-Point Connections corresponding to the applicable Connection Period for each Point-to-Point Connection.
- 4.19 On each **Check-In Date**, NLT shall grant the NetCo QP a rebate per active Point-to-Point Connection ("**Check-In Rebate**") which shall be determined in accordance with the table set out herein below:

**Rebate Per Active Point-to-Point Connection at Check-In Date**

No. of Active Point-to-Point Connection on the relevant Check-In Date	Connection Period (months)			
	12	36	60	84
	Check-In Rebate (per month elapsed of each Connection Period)			
1 - 5	\$0	\$0	\$0	\$0
6 - 10	\$250	\$100	\$100	\$80
11 - 15	\$500	\$300	\$200	\$180
>15	\$700	\$420	\$300	\$250

Illustrations of how the Check-In-Rebate is calculated are provided at **Annex 5**.

- 4.20 The **Check-In Rebate** for each twelve-month period shall be credited to the NetCo QP's account and reflected in the next invoice issued by NLT. For the avoidance of doubt, NLT will pro-rate the Check-In Rebate amount for the last month if an active Point-to-Point Connection has not been active for a full month on the Check-In Date.

**Procedure for Request for Services**

- 4.21 The NetCo QP shall submit each Request via email at P2Porders@netlinknbn.com using the form set out in **Annex 2**. NLT shall communicate the Application Reference Identifiers that are assigned to the respective tenures of the Point-to-Point Connections that are offered under **Annex 1** at a later date. Each Request shall indicate the Application Reference Identifier, and NLT shall not be liable for any loss incurred by the NetCo QP in the event that an incorrect Application Reference Identifier is stated in the Request. The NetCo QP may indicate in the Request if they require Routing Information (defined below). An additional non-refundable charge as specified under **Annex 1** shall apply in the event that the NetCo QP requests the Routing Information.
- 4.22 Within one (1) Business Day of receiving a Request, NLT will notify the NetCo QP on whether the Request has been accepted or rejected by NLT. Where the Request has been rejected, NLT shall inform the NetCo QP of the reason for the rejection.
- 4.23 Where the Request is accepted by NLT, NLT shall conduct a desktop study to evaluate the feasibility of supplying the Point-to-Point Connection, and shall issue a desktop study report on the details of the proposed deployment of the Point-to-Point Connection, which may include (but is not limited to) the following information:
- (a) Distance of the proposed fibre route;
  - (b) The theoretical signal loss applicable for the proposed fibre route; and

- (c) High-level routing information (hereinafter referred to as the “**Routing Information**”), where expressly requested by the NetCo QP.

## **Service Level Guarantees**

- 4.24 NLT will provide the service level guarantees set out below (collectively the “Service Level Guarantees”):
- 4.24.1 NLT shall offer a service level availability of 99.99% per month for each Point-to-Point Connection; and
- 4.24.2 NLT shall endeavour to restore any fault within a standard recovery time of six (6) hours.
- 4.25 If NLT fails to meet the service level availability set out in paragraph 4.24.1 above for a particular month and such failure is solely caused by NLT, its contractors and/or suppliers, NLT shall offer to rebate the NetCo QP ten per cent (10%) of the Applicable MRC for each affected Point-to-Point Connection.
- 4.26 If NLT fails to meet the standard recovery time set out in paragraph 4.24.2 above and such failure is solely caused by NLT, its contractors and/or suppliers, NLT shall provide a remedy in the form of a rebate to the NetCo QP, and the rebate shall be computed as per the table below:

<b>Recovery Time</b>	<b>Percentage of Applicable MRC Credited to NetCo QP for each affected Point-to-Point Connection that fails to meet the standard recovery time of six (6) hours</b>
< 6 hours	0%
Between 6 hours to < 12 hours	10%
Between 12 hours to < 18 hours	20%
Between 18 hours to < 24 hours	60%
24 hours and above	100%

Where a Point-to-Point Connection comprising of one (1) fibre strand is deployed between two (2) physical points (“A-end” and “B-end”), the amount to be credited to the NetCo QP shall be the product of the Applicable MRC for the affected Point-to-Point Connection and the applicable percentage as determined by the above table.

## **Faults Reporting**

- 4.27 The NetCo QP shall report all faults by filling in the form set out in **Annex 3** of this tariff and emailing the same to NLT’s Fault Team at [fault@netlinknbn.com](mailto:fault@netlinknbn.com). The

NetCo QP must then follow up with a telephone call to Fault Team.

- 4.28 Upon receipt of a fault report from the NetCo QP in accordance with paragraph 4.27 above, NLT shall investigate the cause of the fault and shall provide update to NetCo QP on the status of the fault rectification.

### ***Removal of TP or any part of the Network***

- 4.29 Upon termination of an existing Point-to-Point Connection at any time, the NetCo QP shall arrange for the Removal of the TP or any part of the Network as currently installed, and shall bear the charges relating to any reinstatement work to be performed by NLT in relation to the Removal at the NetCo QP's request as specified in **Annex 1** of this tariff. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of the tariff agreement.

### ***Amendments to Terms & Conditions***

- 4.30 NLT reserves the right to change any of the terms and conditions specified herein., Where necessary, NLT will seek IMDA's prior written approval in accordance with the requirements of the Code of Practice for Competition in the Provision of Telecommunication and Media Services 2022.

**ANNEX 1**

**CHARGES**

The charges for Point-to-Point Connections are set out below.

**1. Applicable MRC Tiered Pricing**

	Connection Period			
	12 months	36 months	60 months	84 months
MRC Per Point-to-Point Connection	<b>\$1,962 w/GST</b> (\$1,800 w/o GST)	<b>\$1,308 w/GST</b> (\$1,200 w/o GST)	<b>\$872 w/GST</b> (\$800 w/o GST)	<b>\$741.20 w/GST</b> (\$680 w/o GST)

**2. Other Charges for Point-to-Point Connections**

S/N	Description of Charges	Amount
1	One-Time Installation Charge (“OTC”)	<p><b>\$1,635 w/GST</b> (\$1,500 w/o GST) per Point-to-Point Connection comprising one (1) fibre strand, with fibre length up to 80 metres using existing facilities at each end.</p> <p>Where the fibre length from the existing facilities at each end exceeds 80 metres and/or where digging and/or trenching works are required, additional charges shall be imposed on a Cost-Oriented Basis on top of the <b>\$1,635 w/GST</b> (\$1,500 w/o GST) One-Time Installation Charge and paid for by the NetCo QP.</p> <p>All other costs arising from the Point-to-Point Connection as incurred by NLT (e.g. special trunking, scaffolding and security escort services) shall be separately charged by NLT on a Cost-Orientated Basis and paid for by the NetCo QP.</p>
2	Site Survey	<b>\$92.65 w/GST</b> (\$85 w/o GST) per site survey
3	One-Time Installation Charge for	Cost-Oriented Basis on a case-by- case basis

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	Digging/Trenching Work	
4	Routing Information	<b>\$299.75 w/GST</b> (\$275 w/o GST) per Request

### 3. Cancellation Charges

S/N	Description of Charges	Desktop Study	Site Survey Charge	Incidental Charge
1	Cancellation Charges due to NetCo QP's rejection of desktop study report	<b>\$54.50 w/GST</b> (\$50 w/o GST) per Request	Not applicable	Not applicable
2	Cancellation Charges after acceptance of desktop study report and before commencement of site survey	<b>\$54.50 w/GST</b> (\$50 w/o GST) per Request	Not applicable	Not applicable
3	Cancellation Charges after acceptance of desktop study and commencement of site survey and before acceptance of the Quotation	<b>\$54.50 w/GST</b> (\$50 w/o GST) per Request	<b>\$92.65 w/GST</b> (\$85 w/o GST) per site survey	Not applicable
4	Cancellation Charges after acceptance of the Quotation by the NetCo QP	<b>\$54.50 w/GST</b> (\$50 w/o GST) per Request	<b>\$92.65 w/GST</b> (\$85 w/o GST) per site survey	On a Cost-Oriented Basis

### 4. Termination Charges

S/N	Description of Charges	Amount
1	Early Termination Charge	Total Applicable MRC payable for the remaining Connection Period for each Point-to-Point Connection.
2	Charges for Removal of TP and other reinstatement works upon termination of existing Point-to-Point Connection pursuant to paragraph 4.26	<b>\$207.10 w/GST</b> (\$190 w/o GST) for each Point-to-Point Connection

## 5. Fault Identification Charge

Description	Charge (S\$)
Minimum charge (per visit up to first two hours)	<b>\$69.76 w GST</b> (\$64 w/o GST)

Subsequent hourly blocks will be charged according to the rates listed below.

Period	Time	Rate (S\$/hr)
Monday to Friday	9.00 am to 5.00 pm	<b>\$21.80 w/GST</b> (\$20 w/o GST)
Monday to Friday	After 5.00 pm to 9.00 am the next day	<b>\$32.70 w/GST</b> (\$30 w/o GST)
Saturday	9.00 am to 1.00 pm	<b>\$21.80 w/GST</b> (\$20 w/o GST)
Saturday	After 1.00 pm to 12.00 am the next day	<b>\$32.70 w/GST</b> (\$30 w/o GST)
Sundays and Public Holidays	12.00 am to 9.00 am the next day	<b>\$43.60 w/GST</b> (\$40 w/o GST)

For avoidance of doubt, the maximum quantum for the fault identification charge will be based on the first four (4) hours of fault investigation.

## 6. Cancellation Charge for Fault Reported

Description of Charge	Charge (S\$)
Cancellation of fault reported	<b>\$10.90 w/GST</b> (\$10 w/o GST) per Request

## ANNEX 2

### REQUEST FORM FOR POINT-TO-POINT CONNECTION

Date of Application (dd/mm/yyyy):	
Application Reference Identifier:	
<b>Section A: Particulars of Licensee</b>	
Licensee Name:	Licensee Designation. :
Licensee Company Name:	
Licensee E-mail Address:	Licensee Contact No: (Mobile) (Office)

<b>Section B: Particulars of Point-to-Point Connection Request for Enterprise Service</b>	
Recipient of Enterprise Service (if applicable):	
A-End Address:  Postal Code ( ) *Please fill in GPS Coordinates for NBAP Site	B-End Address:  Postal Code ( ) *Please fill in GPS Coordinates for NBAP Site
Tenure of Point-to-Point Connection (Please tick (✓) the relevant box)  <input type="checkbox"/> 12 months <input type="checkbox"/> 36 months <input type="checkbox"/> 60 months <input type="checkbox"/> 84 months	
Expected distance/ dB loss between A-End and B-End:	
Request for Activation date (dd/mm/yyyy):	
Routing Information (Please tick (✓) the relevant box)  <input type="checkbox"/> Yes, Required <input type="checkbox"/> No, Not Required	
Remarks:	

<b>Section C: Undertaking</b>
*I/We accept the NetLink Trust's Terms and Conditions for Point-to-Point Connection, including any amendments NetLink Trust may make from time to time to those terms and conditions. *I/We confirm that all the information herein given is true and correct.

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Signed for on behalf of the applicant by its Authorised Officer:		
<hr/> Signature of Authorised Officer	<hr/> Date (dd/mm/yyyy)	<hr/> *Firm/Company Stamp (if applicable)

## **For Official Use Only**

<b>Order Taking</b>	
<input type="checkbox"/> Application accepted	Date:
Order Reference Identifier:	
Service Reference:	
<input type="checkbox"/> Application rejected	Date:
Reason for rejection:	
Documents verified & submitted by:	
<hr/> NetLink Trust Personnel / Signature	
<b>Order Completed</b>	
<input type="checkbox"/> Order Completed	Date of Completion:
	Date of Notification:
Remarks:	
Verified by:	
<hr/> NetLink Trust Personnel / Signature	

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NetLink Management Pte. Ltd.  
Company Registration No.: 201704784C  
(as Trustee of NetLink Trust)

750E Chai Chee Road #07-03  
Singapore 469005  
www.netlinktrust.com

## ANNEX 3

### REQUEST FORM FOR TROUBLE TICKET

Date of Application (dd/mm/yyyy):		
<b>Section A: Particulars of Licensee</b>		
Licensee Name:	Licensee Designation. :	
Licensee Company Name:		
Licensee E-mail Address:	Licensee Contact No: (Mobile)	(Office)

<b>Section B: Particulars of Point-to-Point Connection Request</b>
ORI which NetCo QP wants to file a Trouble Ticket:
Remarks:

<b>Section C: Undertaking</b>		
*I/We accept the NetLink Trust's Terms and Conditions for Point- to- Point Request, including any amendments NetLink Trust may make from time to time to those terms and conditions.		
*I/We confirm that all the information herein given is true and correct.		
Signed for on behalf of the applicant by its Authorised Officer:		
_____	_____	_____
Signature of Authorised Officer	Date (dd/mm/yyyy)	*Firm/Company Stamp (if applicable)

#### **For Official Use Only**

<b>Trouble Ticket taking</b>	
<input type="checkbox"/> Application accepted	Date:
Trouble Ticket Identifier:	
<input type="checkbox"/> Application rejected	Date:

Reason for rejection:	
Documents verified & submitted by:  _____	
NetLink Trust Personnel / Signature	
<b>Trouble Ticket Rectified</b>	
<input type="checkbox"/> Trouble Ticket Rectified	Date of Rectification:
Start Date :	
Start Time :	
End Date :	
End Time :	
Remarks:	
Verified by:  _____	
NetLink Trust Personnel / Signature	

**ANNEX 4**

**FORM OF BANKER'S GUARANTEE**

To: NetLink Management Pte Ltd (as trustee of NetLink Trust)  
Finance Department  
750E Chai Chee Road #07-03 ESR BizPark @ Chai Chee Singapore 469005

Dear Sirs,

**Banker's Guarantee No. XXXX for S\$x00-00.**

1. In consideration of NetLink Management Pte Ltd (as trustee of NetLink Trust) (hereinafter called "**NetLink Trust**") having agreed to provide [insert Company name and Address] (hereinafter called "**the Customer**") with certain agreed services pursuant to a Tariff Agreement for Provision of Point-to-Point Connections for Enterprise Services dated [insert date of Tariff Agreement] between NetLink Trust and the Customer (hereinafter called "**Agreement**"), we, [insert banker's name] of [insert banker's business address] (hereinafter called "**the Guarantor**") hereby unconditionally and irrevocably undertake to pay to NetLink Trust on demand all sums of monies which shall at any time be due and owing by the Customer to NetLink Trust in relation to the Agreement, up to a limit of Singapore Dollars Five Thousand (S\$5,000) Only (hereinafter called "**the Guarantee**"). It is further agreed that the Guarantor shall not concern itself with whether any sums claimed are properly payable to NetLink Trust by the Customer or with whether any event or transaction giving rise to any claims actually occurred within the validity period of the Guarantee.
2. The Guarantee shall be valid from [X]<sup>th</sup> day of [Year] to the [X]<sup>th</sup> day of [Year] and shall be automatically renewed on an annual basis until:
  - (a) the Guarantor is advised by NetLink Trust that the Guarantee is no longer required; or
  - (b) the Guarantor gives three (3) months' notice to NetLink Trust by registered mail prior to the expiry date of the current guarantee or any renewed guarantee of its intention not to renew, whereupon the current guarantee or renewed guarantee shall automatically expire on the expiry date of the current guarantee or renewed guarantee.
3. Any claim under the Guarantee must be made in writing within three (3) calendar months from the expiry date.
4. The Guarantee shall be governed by the laws of the Republic of Singapore.
5. A notification by the Chief Executive Officer [or Managing Director] or an authorized officer of NetLink Trust to the Guarantor that a sum of monies is due and owing by the Customer to NetLink Trust shall be deemed to be conclusive in respect thereof.
6. The Guarantor further agrees that it shall not be discharged or released from this guarantee by any arrangement made between the Customer and NetLink Trust with or without the

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Guarantor's assent or by any alteration in the obligations undertaken by the Customer or by any forbearance whether as to payment or otherwise.

7. The Guarantee is not transferable in any form whatsoever.

Dated this [X]<sup>th</sup> day of [Year].

Signed by:

(Bank officer)  
or and behalf of  
(Name of banker)

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**NetLink Management Pte. Ltd.**  
Company Registration No.: 201704784C  
**(as Trustee of NetLink Trust)**

750E Chai Chee Road #07-03  
Singapore 469005  
[www.netlinktrust.com](http://www.netlinktrust.com)



**ANNEX 5**

**ILLUSTRATIONS ON CALCULATIONS OF CHECK-IN REBATE**

For the purposes of paragraph 4.19 of this Tariff, the following illustrations show how the Check-In Rebate shall be calculated in specific circumstances.

**Example 1:**

At Check-In Date, NetCo QP A has 5 Point-to-Point Connections with 84-month Connection Period; and is 2 months into the contract.

- Rebate per Point-to-Point Connection: \$0 (as it falls within 1-5 Point-to-Point Connections)
- Total Check-In Rebate:  $5 \times \$0 \times 2 \text{ months} = \$0$

**Example 2:**

At Check-In Date, NetCo QP B has 6 Point-to-Point Connections with 12-month Connection Period; and is 10 months into the contract.

- Rebate per Point-to-Point Connection: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Total Check-in Rebate:  $6 \times \$250 \times 10 \text{ months} = \$15,000$

**Example 3:**

At Check-In Date, NetCo QP C has:

- 6 connections with 12-month Connection Period; and is 5 months into the contract.
- 6 connections with 84-month Connection Period; and is 6 months into the contract.
- Rebate per Point-to-Point Connection with 12-month Connection Period: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Rebate per Point-to-Point Connection with 84-month Connection Period: \$80 (as it falls within 6-10 Point-to-Point Connections)
- Total Check-in Rebate =  $(6 \times \$250 \times 5 \text{ months}) + (6 \times \$80 \times 6 \text{ months}) = \$10,380$

**Example 4:**

At Check-In Date on 31 December 2024, NetCo QP D has 6 Point-to-Point Connections with 12-month Connection Period; and with RFS date 20 May 2024.

- Rebate per Point-to-Point Connection: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Pro-rata Rebate Per Point-to-Point Connection from 20 May 2024 to 31 December 2024:
  - 20 May 2024 – 31 May 2024 (12 days out of 31 calendar days  $\times$  \$250) = \$96.77
  - June 2024 – December 2024 (7 months  $\times$  \$250) = \$1,750
  - Rebate Per Point-to-Point Connection = \$1,846.77
- Total Check-In Rebate:  $6 \times \$1,846.77 = \$11,080.62$

## Example 5:

At Check-In Date on 31 December 2024, NetCo QP E has

- 3 Point-to-Point Connections with 12-month Connection Period; and with RFS date 20 May 2024.
- 3 Point-to-Point Connections with 12-month Connection Period; and with RFS date 1 August 2024.
- Rebate per Point-to-Point Connection with 12-month Connection Period: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Pro-rata Rebate Per Point-to-Point Connection with 12-month Connection Period from 20 May 2024 to 31 December 2024:
  - 20 May 2024 – 31 May 2024 (12 days out of 31 calendar days x \$250) = \$96.77
  - June 2024 – December 2024 (7 months x \$250) = \$1,750
  - Rebate Per Point-to-Point Connection = \$1,846.77
- Pro-rata Rebate Per Point-to-Point Connection from 1 August 2024 to 31 December 2024:
  - August 2024 – December 2024 (5 months x \$250) = \$1,250
  - Rebate Per Point-to-Point Connection = \$1,250
- Total Check-In Rebate:  $(3 \times \$1,846.77) + (3 \times \$1,250) = \$9,290.31$

## Example 6:

At Check-In Date on 31 December 2024, NetCo QP F has

- 6 Point-to-Point Connections with 12-month Connection Period; and with RFS date 20 May 2024.
- 3 Point-to-Point Connections with 60-month Connection Period; and with RFS date 1 August 2024.
- Rebate per Point-to-Point Connection with 12-month Connection Period: \$250 (as it falls within 6-10 Point-to-Point Connections)
- Rebate per Point-to-Point Connection with 60-month Connection Period: \$0 (as it falls within 1-5 Point-to-Point Connections)
- Pro-rata Rebate Per Point-to-Point Connection with 12-month Connection Period from 20 May 2024 to 31 December 2024:
  - 20 May 2024 – 31 May 2024 (12 days out of 31 calendar days x \$250) = \$96.77
  - June 2024 – December 2024 (7 months x \$250) = \$1,750
  - Rebate Per Point-to-Point Connection = \$1,846.77
- Rebate Per Point-to-Point Connection with 60-month Connection Period will be \$0.00.
- Total Check-In Rebate:  $6 \times \$1,846.77 = \$11,080.62$