

Dated

BETWEEN

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

AND

[REDACTED]

SECOND ADDENDUM

TO CUSTOMISED AGREEMENT DATED 21 MARCH 2018 FOR

**PROVISION OF NON-BUILDING ADDRESS POINT (NBAP) CONNECTIONS FOR MOBILE
NETWORK DEPLOYMENT**

This ADDENDUM 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] Singapore [REDACTED] (the “**Requesting Licensee**” or “**RL**”).

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

WHEREAS:

- A. NLT and the RL entered into a Customised Agreement for the Provision of CO-to-NBAP Connections for sole purpose of Mobile Network Deployment on 8 March 2018 (hereinafter referred to as the “**CA**”).
- B. The Parties subsequently entered into an Addendum to the CA on 28 April 2022 varying the terms and conditions of the CA extending the term of the CA from the period commencing on 21 September 2021 and ending on 20 September 2023 (“**First Addendum**”), and a further addendum on 29 August 2023 extending the term of the CA from the period commencing on 21 September 2021 and ending on 20 September 2025.
- C. The Parties now intend to vary the terms and conditions of the CA to reflect changes in the Minimum Volume Commitment for CO-to-NBAP Connections.
- D. In addition, pursuant to the review of prices in the Interconnection Offer (“**ICO**”) by the Authority, the fees set out in the CA are affected and are to be revised. The Parties now agree to reflect the changes in fees effective from 1 April 2024 (or from such date as approved by IMDA).

IN CONSIDERATION OF THE MUTUAL AGREEMENTS BETWEEN THE PARTIES, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Unless otherwise defined, capitalised terms used in this Addendum have the meanings given to them in the CA.
- 2. Pursuant to Clause 9.4 of the CA, the Parties agree that the CA shall be amended as follows with effect from the date of this Addendum:

(a) The following Paragraph 1.5 of Annex 1 of the CA shall be amended as follows from the date of this Addendum:

1.5 The Requesting Licensee shall fulfil the minimum number of Connections (“**Minimum Volume Commitment**”, or “**MVC**”) and the minimum revenue to be generated in terms of cumulative MRC billed in respect of such Connections (“**Minimum Revenue Commitment**”, or “**MRVC**”) that is indicated in the below table from 1 April 2024 to 20 September 2025.

Minimum Volume Commitment	Minimum Revenue Commitment
177 CO-to-NBAP Connections	\$772,369.15
TOTAL MRVC	\$772,369.15

- (b) Annex 2 of the CA shall be deleted in its entirety and replaced by the new Annex 2 attached to this Addendum. For the avoidance of doubt, all references to "Annex 2" in this CA shall mean the "Annex 2" attached to this Addendum.
4. Save for the amendments stated in this Addendum, all the other provisions in the CA (as varied by the First Addendum) shall remain unchanged and shall continue in full force and effect. In the event of any conflict between the provisions of the CA and this Addendum, this Addendum shall prevail in respect of the amended and/or varied terms and conditions.
 5. This Addendum shall be submitted to the Authority for approval and shall only come into effect only upon such approval by the Authority,
 6. This Addendum may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. This Addendum 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.
 7. This Addendum shall be governed by the laws of Singapore and the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Singapore courts.
 8. NetLink Management Pte. Ltd. has assumed all obligations under this Addendum in its capacity as trustee of NetLink Trust and not in its personal capacity and any obligation or liability of NetLink Management Pte. Ltd. under this Addendum 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.

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

NETLINK MANAGEMENT PTE. LTD. (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) _____
Title:

(signature of witness) _____
Name of Witness:
Title:

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) _____
Title:

(signature of witness) _____
Name of Witness:
Title:



Signed by _____)
(Name of Signatory))
for and on behalf of)
_____)
in the presence of:)
(signature) _____
Title:

(signature of witness) _____
Name of Witness:
Title:

ANNEX 2

CHARGES

The charges payable by the Requesting Licensee for CO-to-NBAP Connections and the associated Connections under Schedules 10 and 11 of the Approved ICO are set out below. For the avoidance of doubt, all charges applicable to Schedule 10 (CO to NBAP DP Connection) and Schedule 11 (NBAP DP to NBAP TP Connection) under the Approved ICO shall apply unless specifically provided for otherwise below.

Charges for CO-to-NBAP Connections

S/N	Description of Charges	Amount
1	Monthly Recurring Charge ("MRC")	\$247 per CO-to-NBAP Connection
2	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each CO-to-NBAP Connection

Charges for Schedule 10 (CO to NBAP DP Connection)

S/N	Description of Charges	Amount
1	Standard Installation Charge	\$220 per segment
2	One-Time Installation Charges for Digging/Trenching Work	Case-by-case on a cost-oriented basis
3	Cancellation Charges before commencement of site survey	NIL
4	Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges	\$220 + any other incidental cost.
5	Cancellation Charges after acceptance of the One-Time Installation Charges by the Requesting Licensee	\$220 + Digging/Trenching Work + any other incidental cost

Charges for Schedule 11 (NBAP DP to NBAP TP Connection)

S/N	Description of Charges	Amount
1	Standard Installation Charge	\$56 per segment
2	One-Time Installation Charges for Digging/Trenching Work	Case-by-case on a cost-oriented basis
3	Cancellation Charges before commencement of site survey	NIL
4	Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges	\$85 per site survey
5	Cancellation Charges after acceptance of the One-Time Installation Charges by the Requesting Licensee	\$56 per segment + \$85 per site survey + Digging/Trenching Work + any other incidental cost