

Dated

BETWEEN

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

AND

[REDACTED]

ADDENDUM

TO CUSTOMISED AGREEMENT DATED 17 JUNE 2019
PROVISION OF MOBILE POINT-TO-POINT CONNECTIONS AND POINT-TO-POINT
CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT AND ENTERPRISE SERVICES

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 [REDACTED] Singapore [REDACTED] (the “Requesting Licensee (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 Mobile Point-to-Point Connections and Point-to-Point Connections for Mobile Network Deployment and Enterprise Services on 17 June 2019 (hereinafter referred to as the “CA”).
- B. The CA was subsequently extended and amended in accordance with the terms and conditions set out in the Addendums dated 9 September 2021 and 12 January 2022.
- C. Pursuant to the review of prices in the Interconnection Offer (“ICO”) by the Authority, the fees as 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 from the date of this Addendum:
 - (a) Annex 2 of the CA shall be deleted in its entirety and replaced with the Annex 2 attached to this Addendum. For the avoidance of doubt, all references to “Annex 2” in the CA shall mean the “Annex 2” attached to this Addendum.
3. The CA and this Addendum shall be read and construed as one document and this Addendum shall be considered as part of the CA. Accordingly, the term “Agreement” as used in the CA, and all references to the CA, howsoever expressed, in all other instruments and agreements executed thereunder or pursuant thereto, shall for all purposes refer to the CA as varied, supplemented or amended by this Addendum.
4. Save for the amendments stated in this Addendum, all the other provisions in the CA 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 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.

6. 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.
7. 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.

[The remainder of this page is left intentionally blank]

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)

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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)

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in the presence of:

(signature)
Title:

(signature of witness)
Name of Witness:
Title:



Signed by _____
(Name of Signatory)
for and on behalf of

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in the presence of:

(signature)
Title:

(signature of witness)
Name of Witness:
Title:

ANNEX 2

CHARGES

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

Charges for Point-to-Point Connections for Mobile Network Deployment and Enterprise Services

S/N	Description of Charges	Amount
1	Monthly Recurring Charge (“MRC”)	\$1,200 per Point-to-Point Connection
2	One – Time Installation Charge (“OTC”)	<p>\$1,500 per Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end.</p> <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities is required, additional OTC as set out in Annex 3 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$1,500 One-Time Installation Charges</p> <p>Where Outdoor NBAP Connection is required, additional OTC as set out in Annex 4 shall apply on top of the \$1,500 One-Time Installation Charges for Digging/Trenching Work</p>
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each Point-to-Point Connection

Charges for Mobile Point to Point Connections

S/N	Description of Charges	Amount
1	Monthly Recurring Charge (“MRC”)	\$450 per Mobile Point-to-Point Connection
2	One – Time Installation Charge (“OTC”)	<p>\$1,500 per Mobile Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end.</p> <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities is required, additional</p>

		<p>OTC as set out in Annex 3 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$1,500 One-Time Installation Charges</p> <p>Where Outdoor NBAP Connection is required, additional OTC as set out in Annex 4 shall apply on top of the \$1,500 One-Time Installation Charges for Digging/Trenching Work</p>
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Other Charges

S/N	Description of Charges	Amount
1	One-Time Installation Charges for Digging/Trenching Work	\$1,500 + all applicable costs set out in Annex 4
2	Cancellation Charges due to RL's rejection of desktop study report (pursuant to para 3.3 of Annex 1)	\$50
3	Cancellation Charges due to RL's rejection of desktop study report (pursuant to para 3.3A of Annex 1)	\$0
4	Cancellation Charges after acceptance of desktop study report and before commencement of site survey (pursuant to para 3.5 of Annex 1)	\$50
5	Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges (pursuant to para 3.8 of Annex 1)	\$85 per site survey
6	Cancellation Charges after acceptance of the One-Time Installation Charges by the RL (pursuant to para 3.9 of Annex 1)	\$85 per site survey + incidental costs calculated on a Cost-Oriented Basis.
7	Town Council Admin Charge (applies only where RL does not have account with the Town Council)	NLT to impose administrative fee being 10% of Town Council fees
8	High Level Routing Information	\$275.00 per Request