

Dated

BETWEEN

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

AND

[REDACTED]

ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 1 DECEMBER 2023
PROVISION OF NON-RESIDENTIAL END-USER CONNECTIONS IN RELATION TO THE
CONTRACT AWARDED BY DFI RETAIL GROUP HOLDINGS**

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 (**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 on 1 December 2023 (the "**CA**") to regulate Parties' respective obligations and responsibilities with regard to the provision of Non-Residential connections in relation to the contract awarded by DFI Group Holdings.
- B. 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.

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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

For the avoidance of doubt, all charges applicable to NRES Connections under the Approved ICO shall apply unless specifically provided for otherwise below.

S/N	Description of Charges	Type of Connection	Number of Connections to be Ordered (subject to RL's compliance with paragraph 3 of Annex 1)	Charges (subject to RL's compliance with paragraph 3 of Annex 1) (Excluding GST)
1	Bid Rebate (Applicable for thirty-six (36) months)	NRES Connection	At least 500	\$20 per NRES Connection
2	Reduced Monthly Recurring Charge (" Reduced MRC ") (after Bid Rebate) (Applicable for thirty-six (36) months)	NRES Connection	At least 500	\$35 per NRES Connection
3	One-Time Installation Charge (" OTC ")	NRES Connection for TP in End-User's Non-Residential premise	At least 500	\$574 per NRES Connection for TP installed inside the Non-Residential premise
NRES Connection (Provisioned on 2 nd fibre strand using the same fibre infrastructure)		\$300 per NRES Connection for using 2 nd fibre strand of an existing TP installed inside the Non-Residential premise		
NRES Connection For TP in Riser on the same floor where the End-User's Non-Residential premise is located		\$510 per NRES Connection for TP installed inside the vertical telecommunication riser on the same floor where the Non-Residential premise is located		
4	Service Activation Charge	\$56 per NRES Connection		

5	Early Termination Charge (“ ETC ”)	Reduced MRC for NRES Connection x 36 months minus total Reduced MRC billed in respect of the terminated NRES Connection
6	Cancellation Charges	Same rate as per the respective One-Time Installation Charge (“ OTC ”)
7	Removal Charge for Removal of TP and other reinstatement works upon termination of NRES Connection pursuant to paragraph 9.2 of Annex 1	<p>\$574 per NRES Connection for TP installed inside the Non-Residential premise</p> <p>\$510 per NRES Connection for TP installed inside the vertical telecommunication riser on the same floor where the Non-Residential premise is located</p>