

Dated

BETWEEN

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

AND

██████████

ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 17 SEPTEMBER 2019 FOR PROVISION OF 1:16 NBAP
CONNECTIONS UNDER TENDER NO. GVT (T) 17032 IN SUPPORT OF CONTRACT WITH
THE ██████████**

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 Non-Building Address Point Connections in relation to Tender No. GVT (T) 17032 issued by the Government Technology Agency for the Provision of Network Bandwidth Connectivity Services for Government Ministries and Departments, Statutory Boards, Organs of State and Other Participating Entities on 31 May 2018 (the “Main GovTech CA”). The Main GovTech CA was subsequently amended in accordance with the terms and conditions set out in the Addendums dated 16 October 2018 and 14 May 2019.
- B. The RL has entered into a contract with [REDACTED] based on the terms of Tender No. GVT (T) 17032 (the “[REDACTED]”).
- C. The RL and NLT had entered into a Customised Agreement, which is separate from and independent of the RL’s ICO Agreement, to regulate Parties respective obligations and responsibilities with regard to the provision by NLT of a second 1:16 NBAP Connection at each of the Authorised Health Facilities in support of the [REDACTED] Contract on 17 September 2019. (hereinafter referred to as the “CA”).
- D. The Parties subsequently entered into an Addendum for the purpose of varying the terms and conditions in the CA on 4 November 2022.
- E. The Parties now intend to vary other terms and conditions in the CA.

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, Parties agree that the CA shall be amended as follows with effect from the date of this Addendum:
 - (a) The following line item shall be inserted into **Annex 3 of the CA**:
[REDACTED]

3. Save for the amendments stated in this Addendum all other provisions in the CA shall remain unchanged and shall continue in full force and effect.
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 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. NLT 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 NLT under this Addendum is limited to the assets of NetLink Trust over which NLT has recourse and shall not extend to any personal or other assets of NLT or its shareholders, directors, officers or employees.

