

Dated

BETWEEN

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

AND

██████████

CUSTOMISED AGREEMENT

**FOR PROVISION OF NBAP CONNECTIONS IN SUPPORT OF AGREEMENT WITH
██████████ CARPARK PROJECT**

This CUSTOMISED AGREEMENT 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 “RL”).

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

WHEREAS:

- A. NLT has been granted a licence to provide facilities-based operations (“FBO Licence”) by the Info-communications Media Development Authority of Singapore (“IMDA”) under Section 5 of the Telecommunications Act 1999 (“Act”) and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT’s FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The RL has signed an agreement on terms of the Approved ICO with NLT (“RL’s ICO Agreement”).
- D. The Parties hereby agree to enter into this 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 of NBAP Connections (as defined below) by NLT in support of the RL’s performance of its obligations under an agreement it has entered into with [REDACTED]. (“[REDACTED] Carpark Project Agreement”), namely, to provide broadband internet connectivity to kiosks located at various carpark locations in Singapore.

IN CONSIDERATION OF THE PARTIES’ MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings:-

“Applicable MRC” means the Monthly Recurring Charge that applies to a NBAP Connection based on the duration declared by the RL in accordance with **paragraph 2.1 of Annex 1**;

“Approved ICO” has the meaning ascribed to it in **Clause 1.2.1** below;

"**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;

"**Commencement Date**" means the 1st day of the calendar month immediately following the Effective Date;

"**Connection Period**" bears the meaning defined in **paragraph 1.4 of Annex 1**.

"**Cost-Oriented Basis**" means a thirty (30) percent mark-up on NLT's staff-related costs and a ten (10) percent mark-up on all other costs;

"**Early Termination Charge**" means the charge described in **paragraph 1.7 of Annex 1**;

"**Effective Date**" means the date described in **Clause 7.1** below;

"**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 Connection**" means a passive optical fibre connection from a designated NLT Central Office to an NBAP Termination Point ("TP") pursuant to this Agreement, and includes 1:16 NBAP Indoor and Outdoor Connections;

"**Request**" means a request for the NBAP Connection under this Agreement.

"**Request Window**" means the twenty-four (24) month period commencing from the Commencement Date (inclusive of Commencement Date);

"**Requesting Licensees**" means Qualifying Persons who had executed an ICO Agreement on terms of the Approved ICO with OpenNet Pte. Ltd. ("**OpenNet**") prior to 1 October 2014 and had executed a novation agreement dated 1 October 2014 to novate the ICO Agreement from OpenNet to NLT, or who had entered into an ICO Agreement with NLT; and

1.2 Interpretation

In this Agreement:-

1.2.1 unless otherwise defined herein, all terms and references defined in NLT's Interconnection Offer as approved by the Authority ("**Approved ICO**") (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-2023> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;

1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;

1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute

or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;

- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexes are references to the clauses, schedules, recitals and annexes of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexes to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

2. NLT'S OBLIGATIONS

- 2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide NBAP Connections to the RL provided always that the NBAP Connection will be used by the RL solely for the purpose of performing the RL's obligations under the [REDACTED] Carpark Project Agreement.

3. RL'S OBLIGATIONS

- 3.1 In consideration of NLT's agreement to provide the services described in Clause 2 above, the RL shall comply with the terms and conditions specified in the Annexes hereto and as may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

4. CONFIDENTIALITY

- 4.1 Each Party shall protect from disclosure any confidential or proprietary information provided by the other in the course of negotiating or implementing this Agreement, use such information only for the provision of the specific Mandated Services requested by the RL and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

5. PROTECTION OF NETWORKS

- 5.1 NLT and the RL shall take reasonable measures to ensure that they will not cause physical or technical harm to each other's network.

6. BILLING INFORMATION

- 6.1 NLT and the RL shall provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other relevant third parties.

7. TERM AND TERMINATION

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire five (5) years after the Commencement Date ("Term") unless renewed in accordance with Clause 7.3.
- 7.3 The Parties may review the terms of this Agreement prior to the date of expiry of this Agreement and may renew this Agreement on such terms as Parties may agree, subject to the Authority's prior approval. Upon request for renewal by the RL, which shall be made at least three (3) months prior to the expiry of the Agreement, Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority's prior approval.
- 7.4 Unless otherwise specified in the Annexes hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to Clause 9.1 below). In addition, either Party may terminate this Agreement by giving to the other Party 30 days' written notice or such shorter notice as may be directed or requested by the Authority.

8. LIMITATION OF LIABILITY

- 8.1 This **Clause 8** shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, willful or deliberate breach, breach of statutory duty or any other cause) of a Party to the other Party under or in relation to this Agreement and in relation to any act, omission or event relating to or arising out of this Agreement.

- 8.2 Subject to **Clause 8.4**, neither Party shall be liable to the other Party, whether in contract, in tort, under statute or otherwise, for the following:
- a. any direct or indirect loss of profits, revenue, business, anticipated savings, wasted expenditure or goodwill; or
 - b. any consequential or indirect liability, loss or damage, sustained by and arising from or in connection with this Agreement.
- 8.3 Subject to **Clause 8.4**, each Party's aggregate liability in any given year (commencing on the Commencement Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the aggregate Applicable Monthly Recurring Charge ("MRC") (as set out in **Annex 3** of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.
- 8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury. Nothing in this Clause 8 excludes or restricts:
- a. either Party's liability for fraud, wilful default and/or gross negligence;
 - b. the RL's liability for not using the NBAP Connections strictly in accordance with **paragraph 1 of Annex 1**; and
 - c. the RL's liability to make payment to NLT under this Agreement.

9. MISCELLANEOUS

9.1 Incorporation of Terms of Approved ICO

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 15, 16, 17 and 18) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a "Customised Agreement" referred to in Clause 1.4 of the main body of Part 2 of the Approved ICO and as defined under Clause 1.2.1 of the Code. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

9.2 Release, Waiver or Compromise

Any liability owed to either Party hereunder may in whole or in part be released, waived or compromised, or time or indulgence may be given, by such Party in its absolute discretion and without in any way prejudicing or affecting its rights against the other Party. Any release, waiver or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar obligations or conditions in the future.

9.3 Prohibition against Assignment and Sub-Licensing

This Agreement and/or the obligations hereunder shall not be assigned or sub-licensed by the RL.

9.4 Amendment

This Agreement may be amended only by an instrument in writing signed by both Parties, which shall be conditional upon and subject to the approval of the Authority. The Parties hereby acknowledge that the Authority may direct changes to be made to this Agreement and agree that they shall amend this Agreement to incorporate such changes (including any additional or modified Duties Related to the Provision of Mandated Services as defined in the Code) as and when required by the Authority.

9.5 Invalidity and Unenforceability

Any provision of this Agreement that is invalid or unenforceable under any Law in Singapore will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the read down or severed provision shall remain valid and enforceable in accordance with their terms.

9.6 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. This Agreement 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.

9.7 Governing Law and Submission to Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Laws of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

9.8 Liability of the Trustee

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee of NetLink Trust) under this Agreement 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, save where NetLink Management Pte Ltd is fraudulent, in wilful default or in breach of the trust or where the NetLink Management Pte Ltd fails to exercise such due care and skill as is reasonable in the circumstances in its capacity as trustee of NetLink Trust.

ANNEX 1

1. PROVISION OF NBAP CONNECTION

- 1.1. During the term of this Agreement, NLT shall provision NBAP Connections at the locations specified in **Annex 2** ("**Designated Carpark Locations**").
- 1.2. The RL acknowledges and agrees that the NBAP Connections provided under this Agreement shall be used by the RL only for the purpose of performing the RL's obligations under the [REDACTED] Agreement.
- 1.3. The RL shall not extend any NBAP Connection beyond the Designated Carpark Locations specified in **Annex 2**. The RL shall not use any NBAP Connection for the purpose of reselling or aggregating end-user data traffic.
- 1.4. Each NBAP Connection shall be subjected to a minimum contract term of twenty-four (24) months, commencing from the Ready For Service (RFS) date as advised by NLT ("**Connection Period**").
- 1.5. For the avoidance of doubt, the RL shall only be entitled to submit a Request for a NBAP Connections where the A-end originates from NLT's designated Central Office and B-end of the NBAP Connection is located at a Designated Carpark Location listed in **Annex 2**, and any Request for an order which does not fulfill this condition shall be rejected.
- 1.6. For the avoidance of doubt, the RL shall not be permitted to self-provide any NBAP TP under this Agreement.

Minimum Volume Commitment

- 1.6. The RL shall submit Requests totaling not less than one hundred and ninety-seven (197) NBAP Connections during the twenty-four (24) month period commencing from the Commencement Date ("**Request Window**"). This requirement shall hereafter be referred to as the "**Minimum Volume Commitment**". For the avoidance of doubt, NLT shall have no obligation to accept any Requests submitted after the expiry of the Request Window and any Requests submitted after the expiry of the Request Window shall not count toward fulfilment of the Minimum Volume Commitment.
- 1.7. The termination of any active NBAP Connection before the expiry of the Connection Period shall be subject to an Early Termination Charge that is equivalent to the total aggregate Applicable Monthly Recurring Charge (as set out in **Annex 3**) which would have been payable during the remainder of the Connection Period for the terminated NBAP Connection.
- 1.8. The RL acknowledges that NLT has offered the One-Time Charges and Applicable Monthly Recurring Charge ("Applicable MRC") set out in **Annex 3** on the condition that the Minimum Volume Commitment is met by the last day of the Request Window. In the event that the RL fails to fulfil the Minimum Volume Commitment by the last day of the Request Window, the RL hereby agrees to pay an additional payment which shall be calculated according to the formula below (the "**Additional Payment**"):

$$A = ((197 - B) \times \text{Applicable MRC} \times C) + ((197-B) \times (\text{OTC}+\text{SAC}+\text{SSC}))$$

Where A = Amount of Additional Payment payable by RL

- B = Total number of Requests for NBAP Connections submitted during the Request Window (inclusive of NBAP Connections which were prematurely terminated during the Request Window)
- C = 24 months
- OTC = One-Time Charge listed in **Annex 3**
- SAC = Service Activation Charge listed in **Annex 3**
- SSC = Site Survey Charge listed in **Annex 3**

1.9. Any Early Termination Charge and Additional Payment (if applicable) shall be made in full to NLT no later than thirty (30) days from the date of the relevant invoice issued by NLT. For the avoidance of doubt, interest payable on overdue amounts provided for in the relevant Schedules of the Approved ICO (including but not limited to Schedule 16) shall apply to any part of the Early Termination Charge or Additional Payment which is overdue.

2. APPLICABLE MRC

2.1 The applicable MRC for an NBAP Connection shall be determined in accordance with the "Applicable MRC" table set out in **Annex 3**.

3. PROCEDURE FOR REQUEST FOR SERVICES

3.1. The RL shall submit Requests for new NBAP Connections in accordance with the procedure set out in Schedule 3 of the Approved ICO, save that RL shall indicate the Application Reference ID "██████████ CARPARK" in the order submission. NLT is entitled not to accept any Request where (1) no ARI is indicated on the Request Form; (2) an incorrect ARI is indicated, or (3) where any other requirements set found in Schedule 3 of the Approved ICO are not met. Where relevant, the RL shall also provide NLT with any additional information required no later than 24 hours after the submission of the order.

4. SERVICE LEVEL GUARANTEES

4.1. For the avoidance of doubt, the Service Level Guarantees prescribed in Clause 2 of Schedule 3 of the Approved ICO will apply to the provision of NBAP Connections, save that all references to "Monthly Recurring Charge" shall mean the Applicable MRC set in **Annex 3** of this Agreement.

5. FAULT REPORTING

5.1. The RL shall report all faults as per Schedule 3 of the Approved ICO.

6. FEES & CHARGES

6.1. The fees set out in **Annex 3** shall apply for all NBAP Connections provided by NLT pursuant to this Agreement. In the event that any charges for services are not stipulated in **Annex 3**, the charges for such services as set out in Schedule 15 of the Approved ICO shall apply.

6.2. The fees set out in **Annex 3** shall be valid until the occurrence of the earlier of the following events:

- (a) the expiration of this Agreement; or

- (b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out in **Annex 3**, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further NBAP Connections at the fees set out in **Annex 3**. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save that both Parties shall settle any payments which have accrued at the time of termination.

- 6.3. NLT will review the fees set out in **Annex 3** periodically and may revise the fees at its discretion following such review, subject to IMDA's approval. In the event there is a fee revision approved by IMDA, NLT shall notify the RL of the revised fees in writing and the revised fees shall take effect two (2) months from the date of such notification, subject to any direction by IMDA.

7. REPORTS AND RECORD-KEEPING

- 7.1. The RL shall maintain accurate records of all matters relating to the NBAP Connections provided under this Agreement, and shall:

- 7.1.1. Provide NLT with all reasonable assistance (including but not limited to, obtaining the necessary approvals, permits and consents to access any areas within the relevant Designated Carpark Location) to reconcile the number of NBAP Connections through site visits and/or such other methods as determined by NLT at its sole discretion from time to time; and

- 7.1.2. Upon request by NLT, submit supporting evidence showing that each NBAP Connection is used only for the purpose of fulfilling its obligations under the [REDACTED] Carpark Project Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

- 8.1. The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant site manager) at its own cost to facilitate NLT's access to all necessary areas within the relevant Designated Carpark Location, and all works relating to the Connection (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the NBAP Connection).

- 8.2. Upon termination of an existing NBAP Connection at any time, the RL 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 RL's request as specified in **Annex 3** of this Agreement. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.

- 8.3. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT's sole opinion, NLT's existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.

- (a) In the event that NLT in its sole discretion determines that the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall

notify the RL of the same. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the Request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.

- (b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the Request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL's existing ducts and/or manholes to fulfil the Request. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL's existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:
- (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
 - (ii) The price payable by NLT to the RL for the said ducts and/or manholes;
 - (iii) That the RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage; and
 - (iv) That the RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT.

For the avoidance of doubt, there shall be separate agreements for each Request that needs to be fulfilled by the assignment and/or transfer of the RL's existing ducts and manholes.

- 8.4. The rights and remedies of NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 8.5. Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to Clauses 4 (Confidentiality), Clause 8 (Limitation of Liability), 9.2 (Release, Waiver or Compromise), 9.5 (Invalidity and Unenforceability), 9.7 (Governing Law and Submission to Jurisdiction) and 9.8 (Liability of the Trustee) of the Agreement, and **paragraphs 7.1, 8.2 and 8.4** of this **Annex 1**.

ANNEX 2

Designated Carpark Locations



ANNEX 3**CHARGES**

The charges that apply to NBAP Connections and related services are set out below.

1. Applicable MRC

Tenor (months)	Applicable MRC
	NBAP Connection (1:16)
24	\$55 per connection

2. Applicable One-Time Charges

S/N	Description	Charge (\$)
1.	One-Time Installation Charge ("OTC")	\$955 per NBAP Connection
2.	Site Survey Charge	\$85 per site survey
3.	Service Activation Charge	\$56 per NBAP Connection

3. Cancellation Charges

S/N	Description	Site Survey Charge (\$)	Incidental Charge (\$)
1.	Cancellation Charges before commencement of site survey	Not applicable	Not applicable
2.	Cancellation Charges after commencement of site survey and before acceptance of the Quotation	\$85 per site survey	Not applicable
3.	Cancellation Charges after acceptance of the Quotation by the RL	\$85 per site survey	Digging/Trenching Work + any other incidental cost on a Cost-Oriented Basis

4. Termination Charges

S/N	Description	Charge (\$)
1.	Early Termination Charge	Total Applicable MRC payable for the remaining Connection Period for each NBAP Connection.
2.	Reinstatement Charges for the removal of Indoor NBAP TP and any part of the Network upon service termination	\$190 per Indoor NBAP Connection

	Reinstatement Charges for the removal of Outdoor NBAP TP and any part of the Network upon service termination	Cost-Orientated Basis per Outdoor NBAP Connection
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5. Fault Identification Charge

Description	Charge (\$\$)
Minimum charge (per visit up to first two hours)	\$64

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

Period	Time	Rate (\$\$/hr)
Monday to Friday	9.00 am to 5.00 pm	\$20
Monday to Friday	After 5.00 pm to 9.00 am the next day	\$30
Saturday	9.00 am to 1.00 pm	\$20
Saturday	After 1.00 pm to 12.00 am the next day	\$30
Sundays and Public Holidays	12.00 am to 9.00 am the next day	\$40

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	Charge (\$\$)
Cancellation of fault reported	\$10 per Request