

DATED

BETWEEN

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

AND

[REDACTED]

3RD ADDENDUM

TO CUSTOMISED AGREEMENT DATED 18 OCTOBER 2022

**PROVISION OF NON-RESIDENTIAL END-USER CONNECTIONS IN SUPPORT OF GOVTECH
TENDER REF. GVT(T)-20025**

This ADDENDUM is made on

between:

- (B) **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 and the RL entered into a Customised Agreement for the Provision of Non-Residential End-User Connections in Support of Govtech Tender Ref. GVT(T)-20025 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 18 October 2022 (hereinafter referred to as the “**CA**”).
- B. On or around 30 April 2023, the Parties entered into an Addendum to reflect the change in maximum number of NRES Connections eligible for the Tender Rebate, Minimum Revenue Commitment and validity period under the CA (“**First Addendum**”).
- C. On or around 1 December 2023, the Parties entered into an Addendum to further amend certain terms and conditions in the CA (“**Second Addendum**”).
- D. On or around 12 April 2024, the original Party to the CA i.e. [REDACTED] novated the CA, the First Addendum and Second Addendum to [REDACTED] by way of a Novation Agreement.
- E. 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 change 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 substituted and replaced by the new 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 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.

[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)

)
)
)
)
)
)
)

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:

[Redacted]

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

)
)
)
)
)
)

in the presence of:

(signature) _____
Title:

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

ANNEX 2

The charges payable by the RL for NRES Connections are set out below and shall be valid for a period of seven (7) years from the Effective Date of the Agreement. For the avoidance of doubt, all charges applicable to NRES Connections under the Approved ICO – as may be amended under IMDA's direction from time to time – shall apply unless specifically provided for otherwise below.

S/N	Description of Charge	Type of Connection	Charge / Rebate (SGD)
1.	Tender Rebate (Applicable for sixty (60) months)	NRES Connection	\$20 per connection
2.	Monthly Recurring Charge (“MRC”)	NRES Connection (after Tender Rebate)	\$35 per connection
3.	One-Time Installation Charge (“OTC”)	Non-Residential End-User Connection from CO to Termination Point inside the Non-Residential Premise	\$574 per connection
4.	Service Activation Charge	NRES Connection	\$56 per connection
5.	Early Termination Charge	NRES Connection	Total MRC for the remaining 60-month Minimum Contract Term for each NRES Connection
6.	Removal Charge cables	NRES Connection	\$574 per connection