

Dated

BETWEEN

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

AND

██████

CUSTOMISED AGREEMENT

**NON-RESIDENTIAL END-USER AND NBAP CONNECTION REBATE PROGRAMME & FIBRE
ROLLOUT OF A NBAP CONNECTION TO A SERVING LOCATION**

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 Viva Business Park 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 (Cap. 323) (“**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 rebates to be granted by NLT in respect of new Non-Residential End-User Connections and NBAP Connections ordered by the RL under Schedules 2 and 3 of the RL’s ICO Agreement, and the fibre rollout of a NBAP Connection to a Serving Location.

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:-

“**1st QP**” means the period commencing on the Effective Date and ending on the last day of the twelfth (12th) month of the Term;

“**2nd QP**” means the period commencing on the first (1st) day of the thirteenth (13th) month of the Term and ending on the last day of the twenty-fourth (24th) month of the Term;

“**3rd QP**” means the period commencing on the first (1st) day of the twenty-fifth (25th) month of the Term and ending on the last day of the thirty-sixth (36th) month of the Term;

“**4th QP**” means the period commencing on the first (1st) day of the thirty-seventh (37th) month of

the Term and ending on the last day of the forty-eighth (48th) month of the Term;

“**5th QP**” means the period commencing on the first (1st) day of the forty-ninth (49th) month of the Term and ending on the last day of the sixtieth (60th) month of the Term;

“**6th QP**” means the period commencing on the first (1st) day of the sixty-first (61st) month of the Term and ending on the last day of the seventy-second (72nd) month of the Term;

“**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 2017 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 7 April 2017, or its successor code of practice, and as may be amended from time to time;

“**Connection**” means a Non-Residential End-User Connection or a NBAP Connection provisioned under Schedule 2 or Schedule 3 of the RL’s ICO Agreement, respectively, and in accordance with the terms of this Agreement;

“**Effective Date**” means the date on which the Authority’s approval is granted or is deemed to have been granted;

“**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;

“**MRC**” means Monthly Recurring Charge as defined under the Approved ICO;

“**Qualifying Connection**” means a Connection described in **paragraph 1.1.1 of Annex 1**;

“**Qualifying Period**” refers to any one of the 1st QP, 2nd QP, 3rd QP, 4th QP, 5th QP and 6th QP;

“**Rebate**” means the amount to be paid by NLT under the Rebate Structure in accordance with the terms of this Agreement;

“**Rebate Structure**” means the rebate structure described in **paragraph 1.1 of Annex 1**;

“**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;

“**Serving Locations**” means any electrical consumer switch room in which equipment used for electrical power transmission and distribution are installed; and

“**Term**” means the term of this Agreement as described in **Clause 7.2** below.

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-2017> 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 annexures are references to the clauses, schedules, recitals and annexures 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 annexures 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 NLT shall provide the RL with the Rebate and services described in **Annex 1** during the Term in accordance with the terms and conditions specified herein.

3. RL'S OBLIGATIONS

- 3.1 In consideration of NLT's agreement to provide the Rebate and services described in Clause 2 above, the RL shall comply with the terms and conditions specified in **Annex 1** 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 six (6) years after the Effective Date.
- 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 should 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 NLT to the RL 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, NLT shall not be liable to the RL, 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 the RL and arising from or in connection with this Agreement.

8.3 Subject to Clause 8.4, NLT's aggregate liability to the RL for breach of any of NLT's obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the total charges paid or payable by the RL under this Agreement 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.

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 2, 3, 15, 16 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.

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.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

NETLINK MANAGEMENT PTE. LTD.
(IN ITS CAPACITY 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)
Designation:

(signature of witness)

Name of Witness:
Designation:

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)
Designation:

(signature of witness)

Name of Witness:
Designation:



Signed by _____)
(Name of Signatory))

for and on behalf of _____)
_____)

in the presence of:)

(signature)
Designation:

(signature of witness)

Name of Witness:
Designation:

ANNEX 1**1. NLT'S OBLIGATIONS**

- 1.1. Subject to **paragraphs 2.1 – 2.3** of this Annex 1, NLT undertakes to pay RL the Rebate in accordance with the rebate structure set out in the below table ("**Rebate Structure**") during the Term:

Total No. of Qualifying Connections on last day of a Qualifying Period	Total amount of Rebate payable for the same Qualifying Period
500 – 1,999	10% of Total QP MRC
2,000 – 4,999	15% of Total QP MRC
5,000 – 9,999	20% of Total QP MRC
≥ 10,000	25% of Total QP MRC

For the purpose of the Rebate Structure:

- 1.1.1. "**Qualifying Connection**" means a Connection (i.e. a Non-Residential End-User Connection or NBAP Connection) that meets the following criteria:
- (a) The Request for the Connection must have indicated the Application Reference ID "[REDACTED]-MRCRBxxxxx1]" or any other code that the Parties may agree in writing ("**Rebate ARI**"); and
 - (b) Service provisioning for the Connection has been completed; and
 - (c) The Connection is active or in-service on the last day of the Qualifying Period.
- 1.1.2. "**Total QP MRC**" means the total amount of MRC that applies during a Qualifying Period and that has been paid by the RL in respect of all Connections during that Qualifying Period, including Connections which are terminated before the end of that Qualifying Period.
- 1.2. For the avoidance of doubt:
- 1.2.1. The total QP MRC shall exclude all Service Activation Charges, one-time Installation of Network Charges, and pre-mature termination charges that apply under the Approved ICO.
 - 1.2.2. A Connection must be active or in-service on the last day of a Qualifying Period in order to be counted as a Qualifying Connection for that Qualifying Period.
- 1.3. The RL acknowledges and accepts that the accuracy of NLT's calculations of the total number of Qualifying Connections and the Total QP MRC depends on whether the Rebate ARI has been indicated on the Request for the Connection. NLT shall have no obligation to take into account any Connection(s) for which the Rebate ARI is not indicated on the relevant Request(s), and NLT shall not be liable for breach of the Agreement in the event that any error or miscalculation is made due to the RL's failure to indicate the Rebate ARI.

2. PAYMENT PROCEDURES

- 2.1. Commencing from the expiry of each Qualifying Period, NLT shall generate a list of Qualifying Connections, and NLT shall compute the total amount of Rebates payable for the said Qualifying Period based on this list. NLT shall provide the RL with a copy of the aforementioned list of Qualifying Connections, and a statement indicating the total amount of Rebates payable for the said Qualifying Period up to four (4) weeks from the date of the invoice for the MRC payable during the final month of the Qualifying Period.
- 2.2. The RL shall provide a written confirmation of the accuracy of the list of Qualifying Connections and the statement of the total amount of Rebates payable by NLT no later than two (2) weeks of receiving the same. In the event that the RL fails to provide the said written confirmation within this timeline, and subject to paragraph 2.4 of this Annex 1, the RL shall be deemed to have confirmed the accuracy of the said list and statement, and the RL shall no longer be entitled to seek a review or revision of the said list and statement thereafter.
- 2.3. The full amount of the total Rebate payable by NLT for each Qualifying Period shall be credited to the RL's account during the billing cycle that immediately follows the settlement of all invoices issued by NLT in respect of the all the charges that apply to the Connections provided under this Agreement during the same Qualifying Period. For the avoidance of doubt, NLT shall have no obligation to disburse the Rebate payable for a Qualifying Period as long as any invoice relating to the charges incurred during that Qualifying Period is still outstanding. This applies even if the invoice is issued after the Qualifying Period.
- 2.4. In the event that any dispute that affects the total MRC payable for a Connection is raised and is resolved after the end of the relevant Qualifying Period, NLT shall re-compute the Total QP MRC after the resolution of the dispute and NLT shall notify the RL in writing about any excess or shortfall in Rebate that may have been paid out in accordance with paragraph 2.3 above. NLT shall thereafter reflect the aforementioned amount of excess or shortfall in Rebate by reflecting the same in the RL's next invoice.

3. PROVISION OF CONNECTIONS

Non-Residential End-User Connections and NBAP Connections

- 3.1. The RL shall ensure that all Connections provisioned under this Agreement shall be used to supply one (1) fibre-based broadband connection to one (1) End-User at the relevant Non-Residential Address or NBAP, as the case may be. For the avoidance of doubt, the RL shall not use the same Connection to provide more than one (1) fibre-based broadband connection to the same End-User at the same Non-Residential Address or NBAP, as the case may be, and the Connections may originate from any Central Office listed in Annex 12B of Schedule 12 and Annex 12 B-1 of Schedule 12C of the Approved ICO.
- 3.2. The RL shall submit requests for new Non-Residential End-User Connections and NBAP Connections in accordance with the procedure set out in Schedule 2 and Schedule 3 of the Approved ICO, respectively, save that each request shall indicate the Rebate ARI.
- 3.3. For the avoidance of doubt, the RL shall be permitted to self-provide the NBAP TP under this Agreement.
- 3.4. In the event that the RL requests for a Non-Residential End-User Connection to be provisioned at a Non-Residential Address wherein a TP has been installed but neither of the ports are in use and NLT assesses that the TP is in working condition, the one-time Installation of Network Charge shall

not apply. For the avoidance of doubt, the RL shall still be liable for the applicable one-time Service Activation Charge.

Serving Location's Fibre Rollout

- 3.5. The RL shall be permitted to roll-out any NBAP Connection provisioned under this Agreement to a Serving Location, subject to NLT's prior approval and fulfilment of the following conditions (hereinafter referred to as "**Serving Location's Fibre Rollout**"):
- (a) The Serving Location at which the NBAP Connection will be rolled out is located not more than 50 metres away from the FTTB Node;
 - (b) The GPS coordinates of the relevant Serving Location are indicated under the 'Remarks' field when submitting the request for the NBAP Connection;
 - (c) NLT acknowledges and approves the RL's request for the Serving Location's Fibre Rollout and confirms the location of the FTTB Node in writing;
 - (d) NLT shall only be obliged to install a TP in the FTTB Node, and NLT's responsibility and risk shall end at the TP; and
 - (e) RL shall be responsible for providing the cabling infrastructure necessary to complete the Serving Location's Fibre Rollout from the FTTB Node to the Serving Location, and RL shall bear all costs for the works related to the same.
- 3.6. The RL hereby undertakes not to roll-out any NBAP Connection to any location which is a Serving Location unless the conditions set out above are met. In the event that NLT acquires information that leads NLT to reasonably believe that this undertaking has been breached, NLT shall, subject to Clause 12.3 of Part 2 of the main body of the Approved ICO, be entitled to terminate this Agreement and all active Connections with immediate effect by giving the RL written notice of the termination without being liable to the RL for damages or otherwise.

4. CHARGES AND REBATES

- 4.1. Subject to the terms expressly set out in this Agreement, the Charges that apply in relation to Non-Residential End-User Connections and NBAP Connections provisioned during the Term (including but not limited to the Monthly Recurring Charge and any pre-mature termination charges) shall follow those set out in Schedule 15 of the Approved ICO.
- 4.2. NLT shall be entitled to review and revise the Rebate Structure at its discretion in the event that IMDA reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. NLT shall notify the RL of the revised Rebate Structure in writing, and the revised Rebate Structure shall take effect from the commencement of the next Qualifying Period, subject to any direction by IMDA.
- 4.3. In addition, NLT will review the Rebate Structure periodically and may revise the Rebate Structure at its discretion following such review, which shall not take place more than once during each subsequent Qualifying Period during the Term, commencing from the Effective Date. In the event there is a Rebate Structure revision, NLT shall notify the RL of the revised Rebate Structure in writing and the revised Rebate Structure shall take effect from the commencement of the next Qualifying Period.

5. REPORTS AND RECORD-KEEPING

- 5.1. The RL shall maintain accurate records of all matters relating to the Qualifying Connections, and shall 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 building) to reconcile the number of Qualifying Connections through site visits and/or such other methods as determined by NLT at its sole discretion from time to time.

6. ADDITIONAL TERMS AND CONDITIONS

- 6.1. The terms and conditions of this Agreement are additional to the RL's ICO Agreement. Unless expressly stated otherwise, nothing in this Agreement shall affect the rights and obligations of both Parties under the RL's ICO Agreement in respect of the Connections provisioned to the RL during the Term, and unless expressly stated herein, the additional terms and conditions of this Agreement shall cease to have any effect upon the expiry or earlier termination of this Agreement.
- 6.2. The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the relevant Serving Location or NBAP, and all works relating to the Connections (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the Connections).
- 6.3. Upon termination of an existing Connection at any time, including termination of a Connection before the expiry of the Term, 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. Such reinstatement charges will be recovered by NLT from the RL on a Cost-Oriented Basis. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 6.4. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Where necessary, the Parties shall effect the assignment or transfer of the relevant ducts and/or manholes by entering into separate agreements which shall include the following terms:
 - 6.4.1. The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
 - 6.4.2. 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;
 - 6.4.3. 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; and
 - 6.4.4. The RL shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.
- 6.5. 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).