

PRIVATE & CONFIDENTIAL

Dated []

BETWEEN

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

AND

M1 LIMITED

CUSTOMISED AGREEMENT

**TRIAL PROVISION OF CO DIVERSITY USING 1:1 CO-TO-NBAP CONNECTIONS
FOR ENTERPRISE SERVICES**

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) **M1 LIMITED** (Company Registration Number: 199206031W), a company incorporated in Singapore with its registered address at 10 International Business Park Singapore 609928 (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. On 31 May 2018, the Parties entered into a Customised Agreement for 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 (the "**Main GovTech CA**").
- E. The RL has submitted, and NLT has accepted, orders for NBAP Connections under the Main GovTech CA (each a "**GovTech Connection**").
- F. The Parties are presently in negotiations to enter into a Customised Agreement tentatively titled "Provision of CO Diversity using 1:1 CO-to-NBAP Connections for Enterprise Services" (the "**Main CA**"). In tandem with the negotiations for the Main CA, the RL has requested NLT to provision, on a trial basis, Trial CO Diversity (as defined below) using new 1:1 CO-to-NBAP Connections with respect to the existing GovTech Connections described in **Annex 3** of this Agreement.
- G. The Parties therefore 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 Trial CO Diversity by NLT using 1:1 CO-to-NBAP Connections for the provision of Enterprise Services (as defined below) by the RL.

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:-

“**1:1 CO-to-NBAP Connection**” means a CO-to-NBAP Connection with 1:1 Split Ratio;

“**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;

“**CO-to-NBAP Connection**” means a service provided by NLT for Layer 1 service from NLT’s designated Central Office to a NBAP TP based on Schedules 10 and 11 of the Approved ICO upon request by the RL and accepted by NLT pursuant to this Agreement;

“**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;

“**Direct End-User**” means End-Users who have entered directly into a contractual agreement with the RL or its Related Corporations;

“**Early Termination Charge**” means the charge described in **paragraph 1.5 of Annex 1**;

“**Enterprise Customer**” means any Direct End-User to whom the RL supplies an Enterprise Service;

“**Enterprise Service**” means the provision of one (1) fibre-based broadband enterprise connection by the RL to a Direct End-User at a NBAP Premise by utilizing a 1:1 CO-to-NBAP Connection provided by NLT under this Agreement;

“**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;

“**Indoor Connection**” means a 1:1 CO-to-NBAP Connection from NBAP remote sites located indoors (e.g. within residential or commercial buildings, or multi-storey carparks);

“**Outdoor Connection**” means a 1:1 CO-to-NBAP Connection from NBAP remote sites located outside of residential and commercial buildings (e.g. lamp posts);

“**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

“**Trial CO Diversity**” means the provision, on a trial basis, of one separate additional fibre strand originating from a different CO to an existing NBAP TP of a GovTech Connection.

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-licensing-and-consultations/frameworks-and-policies/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 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide Trial CO Diversity using 1:1 CO-to-NBAP Connections, provided always that the said 1:1 CO-to-NBAP Connections will only be used by the RL for the provision of Enterprise Services.
- 2.2 The location of the CO in relation to each 1:1 CO-to-NBAP Connection to be provided under this Agreement shall be determined by NLT at its sole discretion.

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.
- 7.2 This Agreement shall expire twelve (12) months after the date the Authority approves or is deemed to have approved this Agreement, or upon the execution of the Main CA by the Parties, whichever is earlier.
- 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.
- 7.4 Unless otherwise specified in the Annexures 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 aggregate Monthly Recurring Charge (as set out in Annex 2 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.

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 3, 10, 11, 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:

M1

Signed by _____)
(Name of Signatory))
for and on behalf of)
M1 LIMITED)
)
in the presence of:)
(signature) _____
Designation:

(signature of witness)
Name of Witness:
Designation:

ANNEX 1

1. PROVISION OF 1:1 CO-TO-NBAP CONNECTION

- 1.1. The RL acknowledges and agrees that the 1:1 CO-to-NBAP Connections provided under this Agreement shall be used by the RL only for the provision of Enterprise Services.
- 1.2. The RL shall not extend any 1:1 CO-to-NBAP Connection beyond the service boundary. In determining the boundary, the Classification Guidelines issued by NLT on 20 September 2013 (as may be updated by NLT from time to time) shall apply. The RL shall not use the 1:1 CO-to-NBAP Connection for the purpose of reselling or aggregating end-user data traffic.
- 1.3. The RL shall procure that no Enterprise Customer shall use the 1:1 CO-to-NBAP Connections to subsequently resell or otherwise supply broadband services to Residential End-Users or Non-Residential End-Users, or to any NBAP location.
- 1.4. Each 1:1 CO-to-NBAP Connection activated by the RL shall be subject to a minimum contract term of twelve (12) months, commencing from the Ready For Service (“**RFS**”) date as advised by NLT (the “**Minimum Connection Term**”).
- 1.5. The termination of any active 1:1 CO-to-NBAP Connection before the expiry of the Minimum Connection Term shall be subject to an Early Termination Charge that is equivalent to the total aggregate Monthly Recurring Charge which would have been payable during the remainder of the Minimum Connection Term for the terminated 1:1 CO-to-NBAP Connection.

2. PROCEDURE FOR REQUEST FOR SERVICES

- 2.1. The RL shall submit a written request for Trial CO Diversity using a new 1:1 CO-to-NBAP Connection with respect to an existing GovTech Connection listed in **Annex 3** via email. The RL shall indicate the Application Reference using prefix “<GOVTECH/T17032/<[NAME OF AGENCY]>” in the email.
- 2.2. Subject to the charges set out in **Annex 2** and herein, NLT shall conduct a site survey to assess the cable routing and other works required for the order related to each 1:1 CO-to-NBAP Connection. NLT shall provide the RL with a quotation of the total applicable one-time Installation Charge (“**OTC**”) prior to fulfilling the said order. NLT shall also determine and notify the RL of the estimated service activation period in respect of each 1:1 CO-to-NBAP Connection.
- 2.3. NLT shall commence the fibre deployment from NLT’s designated Central Office to the NBAP TP location specified by the RL subject to the following conditions:
 - 2.3.1. The RL agrees to the applicable OTC communicated by NLT pursuant to **paragraph 2.2** above.
 - 2.3.2. The RL must provide its acceptance of the service activation period and agreement to pay the OTC to NLT within ten (10) Business Days of receiving NLT’s notification of the total applicable OTC, failing which, the Request shall be deemed cancelled and the RL shall be liable for Cancellation Charges stipulated in Annex 2 of the Agreement.
 - 2.3.3. The RL shall secure access for NLT to carry out any works and to liaise with building management where necessary.
 - 2.3.4. The RL shall take all steps that may be necessary (including but not limited to the execution of deeds of transfer) to ensure that ownership of the ducts and manholes through which NLT’s

fibre cables are laid for the purposes of providing the 1:1 CO-to-NBAP Connections vests in NLT at no additional cost to NLT.

- 2.4. The RL shall not be permitted to submit any self-provide order under this Agreement.
- 2.5. NLT shall not offer any Service Level Guarantee in relation to the provision of 1:1 CO-to-NBAP Connections under this Agreement.
- 2.6. In the event that the RL cancels the request for Trial CO Diversity using a 1:1 CO-to-NBAP Connection after the commencement of the site survey referred to in **paragraph 2.2** of this **Annex 1** and before agreeing to the OTC, the aforementioned request will be deemed to have been cancelled and the RL shall be liable for the Cancellation Charge stipulated in Annex 2 of the Agreement.

3. FEES & CHARGES

- 3.1. The fees set out in **Annex 2** herein shall apply for all 1:1 CO-to-NBAP Connections provided by NLT pursuant to this Agreement. In the event that any charges for Services related to the provision of Trial CO Diversity using 1:1 CO-to-NBAP Connections are not stipulated in **Annex 2**, the charges for such Services in relation to CO to NBAP DP Connections and NBAP DP to NBAP TP Connections, as set out in Schedule 15 of the Approved ICO, shall apply.
- 3.2. The fees set out in **Annex 2** and herein shall be valid until the occurrence of the earlier of the following events:
 - (a) the expiration of one (1) year from the effective date of this Agreement, subject to the extension of the term of this Agreement on such terms and conditions as may be mutually agreed by the Parties;
 - (b) the execution of the Main CA by the Parties; or
 - (c) 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 2** and herein, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further 1: 1 CO-to-NBAP Connections at the fees set out in **Annex 2**. 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 for any payments which have accrued at the time of termination.
- 3.3. In the event that the Parties enter into the Main CA, NLT shall have no obligation to offer the same fees set out in **Annex 2** under the Main CA.

4. REPORTS AND RECORD-KEEPING

- 4.1. The RL shall maintain accurate records of all matters relating to the 1:1 CO-to-NBAP Connections provided under this Agreement, and shall:
 - 4.1.1. Upon request by NLT, submit supporting evidence showing that the 1:1 CO-to-NBAP Connections are used only for the provision of Enterprise Services.

5. ADDITIONAL TERMS AND CONDITIONS

- 5.1. The fault reporting and clearing procedures as set out in Schedule 11 of the Approved ICO shall apply for 1:1 CO-to-NBAP Connections, subject to the procedures set out in this paragraph. The RL shall email NLT NOC to report the fault relating to the 1:1 CO-to-NBAP Connection provisioned under this Agreement, and RL shall also indicate the Order Request Identifiers issued to the 1:1 CO-to-NBAP Connection, in the email.
- 5.2. Upon expiry or termination of this Agreement, all 1:1 CO-to-NBAP Connections shall be terminated and the RL shall arrange for the Removal of the NBAP 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.
- 5.3. 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:
 - (a) The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
 - (b) 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;
 - (c) 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
 - (d) The RL shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.
- 5.4. 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).

ANNEX 2**CHARGES**

The charges payable by the RL for the 1:1 CO-to-NBAP Connections provided under this Agreement are set out below, subject to **paragraph 3.1 of Annex 1**.

S/N	Description of Charges	Amount
1	Monthly Recurring Charge ("MRC")	\$█ per 1:1 CO-to-NBAP Connection
2	Standard Installation Charge	<p>\$█ per 1:1 CO-to-NBAP Connection for installations with fibre length up to 80 metres using existing facilities at NBAP end.</p> <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities are required, additional OTC as set out in Annex 4 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$█ Standard Installation Charge</p> <p>Where Outdoor Connection is required, additional OTC as set out in Annex 5 shall apply on top of the \$█ Standard Installation Charge.</p>
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each 1:1 CO-to-NBAP Connection
4	Cancellation Charges after commencement of site survey and before acceptance of OTC	\$76 per site survey
5	Cancellation Charges Due to Failure to provide acceptance of service activation period and agreement to pay OTC within ten (10) Business Days of Receipt of NLT's notification of the total applicable OTC	\$76 per site survey
6	Cancellation Charges before RFS but after acceptance of OTC	\$76 per site survey + any other incidental cost on a Cost-Oriented Basis

ANNEX 3



ANNEX 4**ONE-TIME INSTALLATION CHARGE: INDOOR CONNECTIONS**

The OTC payable by the RL to NLT for Indoor Connections where the fibre length exceeds 80 metres and / or new facilities are required will be derived based on the schedule of rates attached to this **Annex 4**. The rates set out in the said schedule shall be valid for a period of five (5) years from the effective date of this Agreement, subject to early termination under **Clause 7** of the Agreement.

For the avoidance of doubt, NLT will not undertake any works that are not listed in the schedule of rates attached to this **Annex 4** (including but not limited to works in relation to the hacking of wall and restoration, coring of floors, walls and ceilings).

ANNEX 5**ONE-TIME INSTALLATION CHARGE: OUTDOOR CONNECTIONS**

The OTC payable by the RL to NLT for Outdoor Connections will be derived based on the schedule of rates attached to this **Annex 5**. The rates set out in the said schedule shall be valid for a period of five (5) years from the effective date of this Agreement, subject to early termination under **Clause 7** of this Agreement.

For the avoidance of doubt, NLT will not undertake any works that are not listed in the schedule of rates attached to this **Annex 5**.