

**PRIVATE & CONFIDENTIAL**

Dated

2020

## **SUPPLEMENTAL CUSTOMISED AGREEMENT**

Between

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

and



---

---

**RENEWAL OF CUSTOMISED AGREEMENT ON  
PROVISION OF NON-BUILDING ADDRESS POINT (NBAP) CONNECTIONS FOR  
MOBILE NETWORK DEPLOYMENT**

---

---

BETWEEN:

- (1) **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

- (2) [REDACTED] (Company Registration Number: [REDACTED]), a company incorporated in Singapore with its registered address at [REDACTED] Singapore [REDACTED] (the “**Requesting Licensee**” or “**RL**”).

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

**WHEREAS:**

- (A) NLT and RL entered into a Customised Agreement dated 8 March 2018 (hereinafter referred to as the “**CA**”) to regulate Parties’ respective obligations and responsibilities with regard to the provision of CO-to-NBAP Connections (as defined in the Customised Agreement) to the RL for the sole purpose of Mobile Network Deployment.
- (B) The CA is due to expire on 20 March 2020.
- (C) The Parties now wish to further extend the term of the CA to 20 March 2021, subject to the terms and conditions set out in this Supplemental Customised Agreement.

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

1. Unless otherwise defined, capitalised terms used in this Supplemental Customised Agreement have the meanings given to them in the CA.
2. The CA shall be extended for a further one (1) year and shall expire on 20 March 2021, unless further renewed as agreed in writing between the Parties.
3. Clause 7.2 of the CA shall be deleted in its entirety and replaced with the following:

“This Agreement shall expire three (3) years after the date on which the Authority approves or is deemed to have approved this Agreement (“**Initial Term**”). Parties may agree in writing to renew this Agreement on such terms and conditions as agreed between the Parties subject at all times to the prior approval of the Authority. Upon request for renewal by the Requesting Licensee, 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.”

4. Paragraph 3.2 of Annex 1 shall be deleted in its entirety and replaced with the following:

“3.2 The fees set out in Annex 2 shall be valid until the occurrence of the earlier of the following events:

- (a) the expiration of three (3) years from the effective date of the Agreement; and
  - (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 2, NLT shall notify the Requesting Licensee in writing, upon which NLT shall have no obligation to provide any further NBAP and CO-to-NBAP Connections at the fees set out in Annex 2. The Requesting Licensee 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.”
5. Save for the amendments stated in this Supplemental Customised Agreement, all the other provisions in the CA shall continue in full force and effect.
  6. NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Supplemental Customised 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 Supplemental Customised Agreement is limited to the assets of NetLink Trust over which NetLink Management Pte. Ltd. has recourse, 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.
  7. This Supplemental Customised Agreement shall be deemed to come into effect on the day and year first written above.
  8. This Supplemental Customised Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.
  9. A party who is not a Party to this Supplemental Customised Agreement shall not be able to enforce any right under or derive any benefit from this Supplemental Customised Agreement.
  10. This Supplemental Customised Agreement shall be governed by and construed in accordance with the laws of Singapore and the Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.

