

Dated

2020

SUPPLEMENTAL CUSTOMISED AGREEMENT

Between

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

and

MYREPUBLIC LIMITED

**EXTENSION OF CUSTOMISED AGREEMENT ON
DATA CENTRE SURCHARGE**

THIS SUPPLEMENTAL CUSTOMISED AGREEMENT (“AGREEMENT”) is made on
2020.

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 office at 750E Chai Chee Road, #07-03, Viva Business Park, Singapore 469005 (“**NLT**”)

and

(2) **MYREPUBLIC LIMITED** (Company Registration Number: 201117683C), a company incorporated in Singapore with its registered address at 11 Lorong 3 Toa Payoh Jackson Square Block B #04-11/15 Singapore 319579 (“**Requesting Licensee**”)

(collectively, the “**Parties**”, and each, a “**Party**”).

WHEREAS:

- (A) The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as trustee-manager of NetLink Trust), the-then trustee-manager of NetLink Trust (“**CityNet**”), entered into a Customised Agreement dated 3 May 2016 (hereinafter referred to as the “**CA**”), which sets out the Parties’ respective obligations and responsibilities with regards to the implementation of the Data Centre Surcharge.
- (B) On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet as trustee-manager of NetLink Trust. The Parties entered into a Supplemental Customised Agreements on 3 May 2017, 13 June 2018 and 15 March 2019 to extend the term of the CA.
- (C) Due to operational and business considerations, NLT will no longer provision new Data Centre Connections for Service Providers in Equinix SG1, and NLT will extend the term of the CA for successive 6-month periods instead of 1 year.
- (D) The Parties now wish to extend the term of the CA for a further period of six (6) months on the terms and conditions set out herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Unless otherwise defined, capitalised terms used in this Agreement shall have the meanings given to them in the CA.
- 2. Pursuant to Clause 5.1 of the CA, the Parties agree that the CA shall be renewed for a further period of six (6) months commencing from 3 May 2020, and shall thereafter automatically renew for successive six-month periods beginning from 3 November 2020.
- 3. A new Clause 5.4 shall be inserted into the CA, and shall read as follows:

“5.4 In addition to Clause 5.3, either Party may terminate this Agreement for convenience by giving the other Party written notice of the termination not less than two (2) months before the expiry of the current term.”

4. A new Clause 2.1A shall be inserted into the CA, and shall read as follows:

“2.1A Notwithstanding anything in this Agreement, the Requesting Licensee hereby acknowledges and agrees that NLT shall not be obliged to provision and/or deploy new fibre connections under this Agreement to Equinix SG1 with effect from 3 May 2020, and that the failure of NLT to do so shall not constitute a breach of this Agreement. For the avoidance of doubt, fibre connections which were provisioned or deployed to Equinix SG1 prior to 3 May 2020 shall continue to be maintained in accordance with the terms of this Agreement, and NLT’s obligation to provision and/or deploy new fibre connections Data Centre Connections in other Data Centres shall not be affected by the operation of this Clause.”

5. Save for the amendments stated in this Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.

6. 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.

7. This Agreement shall be deemed to come into effect on the day and year first written above.

8. This 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. 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. A party who is not a Party to this Agreement shall not be able to enforce any right under or derive any benefit from this Agreement.

10. 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

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

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)
Designation: _____

(signature of witness)
Name of Witness:
Designation:

REQUESTING LICENSEE

Signed by _____)
(Name of Signatory))

for and on behalf of)
MYREPUBLIC LIMITED)

in the presence of:)

(signature)
Title: _____

(signature of witness)
Name of Witness:
Title: