

Dated [2021]

BETWEEN

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

AND

██████████

ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 16 APRIL 2021 FOR
TRANSFER SERVICES FOR ACTIVE SCHEDULE 2 CONNECTIONS**

This ADDENDUM is made on [2021] 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 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 Transfer Services for Active Schedule 2 Connections on 16 April 2021 (hereinafter referred to as the “**CA**”).
- B. The Parties now intend to vary the terms and conditions of the CA to extend the term of the CA by six (6) months, and to reflect the commercial challenges arising out of the COVID-19 pandemic.

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 with effect from the date of this Addendum:
 - (a) **Clause 7.2 of the CA** shall be deleted in its entirety and replaced with the following clause:

“7.2 This Agreement shall expire eighteen (18) months after the Effective Date of this Agreement or upon completion of the Project, whichever is earlier (“**Term**”), unless renewed in accordance with the terms of this Agreement.”
 - (b) **Paragraph 2.6 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“2.6 Provided that the RL submits the first Transfer Request by the deadline specified under paragraph 2.1.1 above and subject to paragraph 2.7 below, NLT shall complete the supply of the Transfer Services by the end of the ninth (9th) calendar month from the Effective Date or any other deadline as the Parties may subsequently agree in writing. The total number of Relevant NRES Connections to be transferred under this Agreement shall exceed one hundred and fifty (150).”
- 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 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.
6. 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.
7. 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.

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:

██████████)
Signed by _____)
 (Name of Signatory))
for and on behalf of)
██████████)
)
in the presence of:)

(signature) _____
Designation:

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