

Dated Oct 2022

BETWEEN

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

AND

[REDACTED]

ADDENDUM

**TO CUSTOMISED AGREEMENT FOR TRANSFER SERVICES FOR ACTIVE SCHEDULE 2
CONNECTIONS**

This ADDENDUM is made on Oct 2022 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. Parties executed an Addendum to the CA on 10 August 2021 to extend the term of the CA by six (6) months, and to reflect the commercial challenges arising out of the COVID-19 pandemic.
- C. The CA will be expiring on 25 October 2022 and Parties now intend to extend the term of the CA by an additional period of one (1) year on the same terms and conditions commencing on 26 October 2022 and ending on 25 October 2023. Parties further agree to amend Clause 8 of the CA to reflect the change in Parties liabilities.

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, 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 provision:

“7.2 This Agreement shall expire twelve (12) 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) **Clause 8 of the CA** shall be deleted in its entirety and replaced with the following provision:

“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 a Party to the other Party 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, neither Party shall be liable to the other Party, 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 and arising from or in connection with this Agreement.

8.3 Subject to Clause 8.4, each Party's aggregate liability in any given year (commencing on the Effective Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the aggregate Transfer Charge 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. Nothing in this Clause 8 excludes or restricts:

- a. either Party's liability for fraud, willful default and/or gross negligence;
- b. the RL's liability for not using the Transfer Services strictly in accordance with **Paragraph 2 of Annex 1**; and
- c. the RL's liability to make payment to NLT under this Agreement."

- 3. 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 this Addendum, this Addendum shall prevail in respect of the amended and/or varied terms and conditions.
- 4. 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.
- 5. 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.
- 6. NLT 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 NLT under this Addendum is limited to the assets of NetLink Trust over which NLT has recourse and shall not extend to any personal or other assets of NLT or its shareholders, directors, officers or employees.

