

Dated

2023

BETWEEN

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

AND

[REDACTED]

ADDENDUM

TO CUSTOMISED AGREEMENT DATED 12 JANUARY 2021

FOR

**PROVISIONING OF NON-RESIDENTIAL END-USER CONNECTIONS AT EXEMPTED
LOCATIONS**

This ADDENDUM is made on

2023 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) [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 the provisioning of Non-Residential End-User Connections at Exempted Locations on 21 January 2021 (hereinafter referred to as the "**CA**").
- B. The CA will expire on 10 March 2023. Parties wish to renew the CA for a further period of two years on the same terms and conditions commencing on 11 March 2023 and ending on 10 March 2025.

THE PARTIES HEREBY AGREE 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 from the date of this Addendum:

(a) **Insertion of Clause 7.4**

"7.4 The terms and conditions of this Agreement are in addition to the RL's ICO Agreement. Unless expressly stated otherwise, nothing in this Agreement shall affect the rights and obligations of both Parties under the RL's ICO Agreement in respect of the Non-Residential End-User Connections provisioned to the RL during the Term, and unless expressly stated herein, the additional terms and conditions of this Agreement shall cease to have any effect upon the expiry or termination of this Agreement (whichever is the earlier)."

- (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 Preparation Fee 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 Non-Residential End-User Connections strictly in accordance with **Paragraph 1 of Annex 1**; and
 - c. the RL's liability to make payment to NLT under this Agreement."
- (c) **Paragraph 2 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

"2. FEES AND CHARGES

- 2.1 In the event that the total one-time cost incurred in carrying out works covered by the Installation of Network Charge exceeds \$717 (or such other amount as set out in Schedule 15 of the Approved ICO), NLT shall be entitled to recover the excess cost from the RL on Cost-Oriented Basis and determined on a case-by-case basis depending on the necessary work scope.
- 2.2 Subject to the terms expressly set out in this Agreement, the Charges that apply in relation to Non-Residential End-User Connections provisioned during the Term (including but not limited to the Monthly Recurring Charge and any pre-mature termination charges) shall follow those set out in Schedule 15 of the Approved ICO.
- 2.3 The Installation of Network Charge set out in **paragraph 2.1** above shall be valid until the occurrence of the earlier of the following events:
- 2.3.1 the expiration of the Term;
 - 2.3.2 until such time the Authority reviews the scope and prices of the Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such scope and prices that affects the fees set out in **paragraph 2.1**, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further Non-Residential End-User Connections at the fees set out in **paragraph 2.1**. 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.”

- (d) **Paragraph 4 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“4. MISCELLANEOUS

- 4.1 The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT’s access to all areas within the relevant Non-Residential Building, in respect of works relating to the Non-Residential End-User Connections (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the Non-Residential End-User Connections).
- 4.2 Upon termination of an existing Non-Residential End-User Connection at any time, including termination of a Non-Residential End-User Connection before the expiry of the Term, the RL shall arrange for the Removal of the 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. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 4.3 All ducts and manholes through which NLT’s fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT’s sole opinion, NLT’s existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.
- (a) In the event that NLT in its sole discretion determines that the request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall notify the RL of the same. Upon the RL’s confirmation that NLT should nonetheless fulfil the request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.
- (b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL’s existing ducts and/or manholes to fulfil the request. Upon the RL’s confirmation that NLT should nonetheless fulfil the request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL’s existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:
- (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
- (ii) The price payable by NLT to the RL for the said ducts and/or manholes;

- (iii) That 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; and
- (iv) That 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.

For the avoidance of doubt, there shall be separate agreements for each request that needs to be fulfilled by the assignment and/or transfer of the RL's existing ducts and manholes.

- 4.4 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).
 - 4.5 Schedule 16 of the Approved ICO shall apply to this Agreement.
 - 4.6 Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to **Clauses 4** (Confidentiality), **8** (Limitation of Liability), **9.2** (Release, Waiver or Compromise), **9.5** (Invalidity and Unenforceability), **9.7** (Governing Law and Submission to Jurisdiction) and **9.8** (Liability of the Trustee) of the Agreement, and **paragraph 4.3** of this **Annex 1**.”
- 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 any event of conflict between the provisions of the CA and this Addendum, his 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.

