

Dated

2020

BETWEEN

NETLINK MANAGEMENT PTE. LTD.

(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)

AND

████████

ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 16 MAY 2019 FOR
NON-RESIDENTIAL END-USER CONNECTION REBATE PROGRAMME**

This ADDENDUM is made on 2020 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 Non-Residential End-User Connection Rebate Programme on 16 May 2019 (hereinafter referred to as the "**CA**").
- B. The Parties now intend to vary the terms and conditions of the CA to expand the scope of the rebate programme.

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) The following definitions shall be inserted into Clause 1.1 of the CA:

"**CO Diversity Connection**" means the 'CO Diversity Connection' provisioned by NLT pursuant to the [REDACTED] Tender CA."

"**[REDACTED] Tender CA**" means the Customised Agreement for the Provision of CO Diversity Connections in Support of Contract with the [REDACTED] (Reference No. [REDACTED]) between the RL and NLT dated 18 July 2020."

(b) Paragraph 1.1 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

"1.1. Subject to paragraphs 1.3 – 1.5 of this Annex 1, NLT undertakes to grant RL the Rebate in respect of:

1.1.1. each Existing Connection,

1.1.2. each New Connection which meets the following criteria:

- (a) The TP for the New Connection was installed by NLT in the End-User's Non-Residential Premise; and

(b) The Request for each Connection must have indicated the Application Reference ID "■■■Sch2Rebate" or any other code that the Parties may agree in writing ("**Rebate ARI**"); and

1.1.3 each CO Diversity Connection that is provisioned by NLT in respect of an Existing Connection or New Connection,

PROVIDED ALWAYS THAT the abovementioned Existing Connections and New Connections shall remain active or in-service for a period of not less than twenty-four months from the Effective Date or from the RFS date, respectively ("**Minimum Commitment Period**").

Each Existing Connection, New Connection and CO Diversity Connection that fulfils the requirements set out in this paragraph shall hereafter be referred to as a "Qualifying Connection".

(c) Paragraph 3.1 of Annex 1 of the CA shall be deleted in its entirety and replaced with the following provision:

" 3.1. The RL shall submit Requests for new Non-Residential End-User Connections during the Qualifying Period in accordance with the procedure set out in Schedule 2 of the Approved ICO, save that each Request must indicate either the Rebate ARI or the Application Reference indicated in the ■■■ Tender CA."

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 shall be governed by the laws of Singapore and the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Singapore courts.
6. 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.

