

Dated [        ] 2021

BETWEEN

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

AND

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**CUSTOMISED AGREEMENT**

**PROVISIONING OF NRES 1:16 CONNECTIONS IN SUPPORT OF EVENTS**  
**BY ESPORTS ENTERTAINMENT ASIA (EEA) AND SINGAPORE CYBERSPORTS & ONLINE GAMING**  
**ASSOCIATION (SCOGA) ACADEMY**

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This CUSTOMISED AGREEMENT 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 has been granted a licence to provide facilities-based operations ("**FBO Licence**") by the Info-communications Media Development Authority of Singapore ("**IMDA**") under Section 5 of the Telecommunications Act (Cap. 323) ("**Act**") and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IMDA.
- B. Under the terms of NLT's FBO Licence, NLT is required to offer certain Mandated Services to Requesting Licensees pursuant to the terms of the Approved ICO.
- C. The RL has signed an agreement on terms of the Approved ICO with NLT ("**RL's ICO Agreement**").
- D. The Parties hereby agree to enter into this Customised Agreement, which is separate from and independent of the RL's ICO Agreement, to regulate Parties' respective obligations and responsibilities with regard to NLT's provision of seven (7) NRES 1:16 Connections (as defined below) to the RL collaboration with the Esports and Entertainment Asia ("**EEA**") and Singapore Cybersports and Online Gaming Association ("**SCOGA**") in support of the Esports Activities (as defined below) that are scheduled to be held in 2021.

#### IN CONSIDERATION OF THE PARTIES' MUTUAL AGREEMENTS, UNDERTAKINGS AND COVENANTS HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms shall have the following meanings:-

"**Approved ICO**" has the meaning ascribed to it in **Clause 1.2.1** below;

"**Business Day**" means any day other than Saturdays, Sundays or the gazetted public holidays in Singapore;

"**Code**" means the NetCo Interconnection Code 2020 issued by the Authority pursuant to section 26(1)

of the Act, which came into operation on 22 April 2020, or its successor code of practice, and as may be amended from time to time;

“**Connection Period**” means the period during which each NRES 1:16 Connection at a specific Designated Premises will remain active commencing from the Ready for Service (RFS) date, as indicated in the table set out in **Annex 2** to this Agreement.

“**Designated Building**” means the building within which the Designated Premise is located;

“**Designated Premise**” means the Non-Residential Premise identified in **Annex 2** to this Agreement;

“**Effective Date**” bears the meaning described in **Clause 7.1** below;

“**Esports Activities**” means the activities listed in **Annex 2** to this Agreement that are scheduled to be held by EEA and SCOGA;

“**Law**” means any domestic constitutional provision, statute or other law (including common law), act, rule, regulation, subsidiary legislation, ordinance, treaty, code, permit, certificate, licence, and any decision, decree, resolution, injunction, judgment, order, ruling, interpretation or assessment issued by any Governmental Agency, including any of the foregoing applicable to health, safety and environmental matters;

“**NRES 1:16 Connection**” means a Non-Residential End-User Connection of 1:16 Split Ratio that is provisioned in accordance with Schedule 2 of the RL’s ICO Agreement;

“**Requesting Licensees**” means Qualifying Persons who had executed an ICO Agreement on terms of the Approved ICO with OpenNet Pte. Ltd. (“**OpenNet**”) prior to 1 October 2014 and had executed a novation agreement dated 1 October 2014 to novate the ICO Agreement from OpenNet to NLT, or who had entered into an ICO Agreement with NLT;

“**Schedule 2 Rebate CA**” means the Customised Agreement for the Non-Residential End-User Connection Rebate Programme dated 16 May 2019 between the RL and NLT, as amended by way of the Addendum to Customised Agreement dated 16 May 2019 for Non-Residential End-User Connection Rebate Programme dated 27 July 2020;

“**SME MRC Tariff Agreement**” means the Tariff Agreement for the Waiver of Monthly Recurring Charge of Non-Residential End-User Connections for Small and Medium Enterprise End-Users dated 31 August 2020 between the RL and NLT, as amended by way of the Addendum to the Tariff Agreement for Waiver of Monthly Recurring Charge of Non-Residential End-User Connections for Small and Medium Enterprise End-Users dated 19 January 2021; and

“**Term**” means the term of this Agreement as described in **Clause 7.2** below.

## 1.2 Interpretation

In this Agreement:-

- 1.2.1 unless otherwise defined herein, all terms and references defined in NLT’s Interconnection Offer as approved by the Authority (“**Approved ICO**”) (as set out on the IMDA webpage <https://www.imda.gov.sg/regulations-and-licensing-listing/nationwide-broadband-network/netlink-trusts-interconnection-offer-2017> or any successor webpage and as may be amended from time to time) shall have the same meaning and construction when used in this Agreement;

- 1.2.2 unless otherwise defined herein, the definition of terms shall apply equally to the singular and plural forms of the terms defined, and any pronoun shall include the corresponding masculine, feminine and neuter forms;
- 1.2.3 unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced, and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements, and any orders, regulations, instruments or other subordinate legislation made thereunder;
- 1.2.4 the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- 1.2.5 unless otherwise provided herein or the context otherwise requires, all references to clauses, schedules, recitals and annexes are references to the clauses, schedules, recitals and annexes of this Agreement;
- 1.2.6 the words "herein", "hereinafter", "hereof" and "hereunder" and words of similar import shall be construed to refer to this Agreement in its entirety and not to any particular provision of this Agreement;
- 1.2.7 an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise (notwithstanding that "person" may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns (as the case may be), and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;
- 1.2.8 dates and times refer to Singapore time;
- 1.2.9 the schedules and/or annexes to this Agreement form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
- 1.2.10 the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; and
- 1.2.11 any act or obligation to be done or performed under this Agreement which is required or falls to be done or performed on a stipulated day, shall be done or performed on the next succeeding Business Day, if the day upon which that act or obligation is required or falls to be done or performed falls on a day which is not a Business Day.

## 2. **NLT'S OBLIGATIONS**

- 2.1 Upon request made by the RL in accordance with the terms and conditions specified herein, NLT shall provide not more than a total of seven (7) NRES 1:16 Connections at the Designated Premises for use in the Esports Activities.

### 3. **RL'S OBLIGATIONS**

- 3.1 In consideration of NLT's agreement to provide the services described in **Clause 2** above, the RL shall comply with the terms and conditions specified in the Annexes hereto and as may be amended from time to time by the Parties' mutual agreement, subject to the Authority's approval.

### 4. **CONFIDENTIALITY**

- 4.1 Each Party shall protect from disclosure any confidential or proprietary information provided by the other in the course of negotiating or implementing this Agreement, use such information only for the provision of the specific Mandated Services requested by the RL and adopt appropriate procedures to ensure that the information of the other Party is not used for the development or marketing of other telecommunication services or equipment by either Party or third parties.

### 5. **PROTECTION OF NETWORKS**

- 5.1 NLT and the RL shall take reasonable measures to ensure that they will not cause physical or technical harm to each other's network.

### 6. **BILLING INFORMATION**

- 6.1 NLT and the RL shall provide each other with information within their possession that is necessary to allow them to provide accurate and timely billing to each other and to any other relevant third parties.

### 7. **TERM AND TERMINATION**

- 7.1 This Agreement shall be submitted to the Authority for approval and shall come into effect only upon such approval by the Authority. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire four (4) years after the Effective Date of this Agreement, or upon termination of the last active NRES 1:16 Connection provisioned under this Agreement, whichever is earlier .
- 7.3 The Parties may review the terms of this Agreement prior to the date of expiry of this Agreement and may renew this Agreement on such terms as Parties may agree, subject to the Authority's prior approval.
- 7.4 Unless otherwise specified in the Annex hereto, either Party may terminate this Agreement pursuant to the provisions of Clause 12.1 of the main body of Part 2 of the Approved ICO (which are incorporated pursuant to **Clause 9.1** below). In addition, either Party may terminate this Agreement by giving to the other Party 30 days' written notice or such shorter notice as may be directed or requested by the Authority.

### 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 NLT to the RL 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 8.3**, NLT shall not be liable to the RL, 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 the RL and arising from or in connection with this Agreement.

8.3 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury.

## 9. MISCELLANEOUS

9.1 Incorporation of Terms of Approved ICO

Save as expressly amended and/or supplemented by this Agreement, or if the context requires otherwise, the terms of the Approved ICO (as may be amended from time to time, and including but not limited to Schedules 2, 15, 16 and 18) shall be incorporated herein and shall form part of this Agreement, with the necessary modifications for application to this Agreement instead of an ICO Agreement. For the avoidance of doubt, this Agreement shall be deemed to be a “Customised Agreement” referred to in Clause 1.4 of the main body of Part 2 of the Approved ICO and as defined under Clause 1.2.1 of the Code. In the event of any inconsistencies between the provisions of this Agreement and the Approved ICO, the terms of this Agreement shall prevail to the extent of such inconsistencies.

9.2 Release, Waiver or Compromise

Any liability owed to either Party hereunder may in whole or in part be released, waived or compromised, or time or indulgence may be given, by such Party in its absolute discretion and without in any way prejudicing or affecting its rights against the other Party. Any release, waiver or compromise shall be in writing and shall not be deemed to be a release, waiver or compromise of similar obligations or conditions in the future.

9.3 Prohibition against Assignment and Sub-Licensing

This Agreement and/or the obligations hereunder shall not be assigned or sub-licensed by the RL.

9.4 Amendment

This Agreement may be amended only by an instrument in writing signed by both Parties, which shall be conditional upon and subject to the approval of the Authority. The Parties hereby acknowledge that the Authority may direct changes to be made to this Agreement and agree that they shall amend this Agreement to incorporate such changes (including any additional or modified Duties Related to the Provision of Mandated Services as defined in the Code) as and when required by the Authority.

9.5 Invalidity and Unenforceability

Any provision of this Agreement that is invalid or unenforceable under any Law in Singapore will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this Agreement which are self-sustaining and capable of separate enforcement without regard to the

read down or severed provision shall remain valid and enforceable in accordance with their terms.

#### 9.6 Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. 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.

#### 9.7 Governing Law and Submission to Jurisdiction

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.

#### 9.8 Liability of the Trustee

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.





## ANNEX 1

### 1. PROVISION OF CONNECTIONS

- 1.1. NLT shall provision no more than seven (7) NRES 1:16 Connections at the Designated Premises identified in **Annex 2** during the Term. The total number of NRES 1:16 Connections that NLT is obliged to provision at each Designated Premises is set out in **Annex 2**.
- 1.2. Notwithstanding anything in this Agreement, NLT shall have no obligation to provision a NRES 1:16 Connection at any Designated Premises if NLT holds the reasonable opinion that the site conditions at the said Designated Premises are not suitable for fibre deployment,
- 1.3. Unless expressly stated herein, no charges will be imposed in respect of any NRES 1:16 Connection provisioned under this Agreement during the Connection Period that applies to that NRES 1:16 Connection.
- 1.4. NLT undertakes to use all reasonable endeavours to provision, repair and maintain the NRES 1:16 Connections in accordance with the terms of this Agreement. The Parties hereby agree that none of the Service Level Guarantees set out in Schedule 2 of the Approved ICO shall apply to the NRES 1:16 Connections provisioned under this Agreement.
- 1.5. Save as expressly stated otherwise in this Agreement, the terms of the Approved ICO (including but not limited to Schedules 2, 15 and 18 of the Approved ICO) shall continue to govern the provision of the NRES 1: 16 Connections, and nothing in this Agreement shall affect the rights and obligations of both Parties under the Approved ICO in respect of the NRES 1:16 Connections provisioned to the RL during the term of the Agreement.

### 2. MARKETING RIGHTS

- 2.1. In consideration for the provision of the NRES 1:16 Connections under this Agreement, the RL shall only on a best effort basis and at no cost to NLT,
  - 2.1.1. procure for NLT all necessary rights that would allow NLT and its Related Corporations to publicise or cite NLT's involvement in the Esports Activities, including but not limited to (a) a royalty-free time-limited licence to use in Singapore the intellectual property rights belonging to SGOCA and/or EEA that subsists in logos, photographs, artwork, written publications and videos related to the Esports Activities, and (b) the right to describe the full extent of NLT's participation in the Esports Activities in any medium, including but not limited to NLT and/or NetLink NBN Trust's social media platforms, annual reports, websites, press releases, videos and trade publications;
  - 2.1.2. procure for the name and/or trade marks of NLT and/or NetLink NBN Trust (the "**NetLink Marks**") to be prominently mentioned and/or displayed during the Term in all displays, banners and publicity materials issued by the RL, EEA and SGOCA in relation to each of the Esports Activities; and
  - 2.1.3. promptly notify NLT of any unauthorised use of its name and/or trade marks of which RL becomes aware and assist NLT and its Related Corporations in enforcement of its rights in name and/or trade marks.
- 2.2. Upon request by the RL, NLT shall grant a royalty-free time-limited licence to the RL, SGOCA and/or EEA for the use of the NetLink Marks in accordance with **paragraph 2.1.2** of this **Annex 1**.

- 2.3. For the avoidance of doubt, nothing in this paragraph grants the RL and/or any other party any intellectual property rights in the NetLink Marks, and the RL shall seek the prior written consent of NLT and/or its Related Corporations before using the NetLink Marks in any publicity materials issued in relation to the Esports Activities.

### **3. PROCEDURE FOR REQUEST FOR SERVICES**

- 3.1. The RL shall submit the requests for a NRES 1:16 Connection (each a **"Request"**) via the Service Portal, and each Request shall take the form of a 'TP to install' order or a 'self-provide' order as indicated in the table set out in **Annex 2**.
- 3.2. NLT shall arrange for the handover of each NRES 1:16 Connection to the RL within the following timelines:
  - (a) ten (10) Business Days of the Request in the case of a 'TP to install' order, and
  - (b) five (5) Business Days from the date of the Request in the case of a 'self-provide' order.
- 3.3. 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 necessary areas within the Designated Buildings, and all works relating to the NRES 1:16 Connections (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the NRES 1:16 Connections).

### **4. REPORTS AND RECORD-KEEPING**

- 4.1. The RL shall maintain accurate records of all matters relating to the NRES 1:16 Connections provided under this Agreement, and shall upon request:
  - 4.1.1. submit supporting evidence showing that the NRES 1:16 Connections are used only for the purpose of supporting the Esports Activities; and
  - 4.1.2. 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 necessary areas within the relevant Building to verify that the NRES 1:16 Connections are used only for the purpose of supporting the Esports Activities.

### **5. TERMINATION OF NRES 1:16 CONNECTIONS**

- 5.1. The RL shall submit the termination order for each NRES 1:16 Connections provisioned under this Agreement no later than three (3) Business Days after the expiry of the Connection Period that applies to that NRES 1:16 Connection.

### **6. ADDITIONAL TERMS AND CONDITIONS**

- 6.1. 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).
- 6.2. Except where the loss or damage arises out of gross negligence, fraud or wilful misconduct on the part of NLT, its servants or agents, the RL shall indemnify and hold harmless NLT from any and all direct

liabilities, losses, damages, costs and expenses, fines and penalties (including loss of profits, business or anticipated savings, or any other consequential loss), fees on a full indemnity basis and disbursements and costs of investigation, litigation, settlement, judgment and interest, regardless of whether they arise in contract, tort (including negligence) or under any statute or otherwise, that NLT may sustain or incur (including those sustained or incurred as a result of a claim by a third party against NLT) directly relating to, arising out of or resulting from the RL's gross negligence or wilful misconduct in connection with this Agreement (including those sustained or incurred as a result of a claim by a third party against NLT).

- 6.3. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Where necessary, the Parties shall effect the assignment or transfer of the relevant ducts and/or manholes by entering into separate agreements which shall include the following terms:
  - 6.3.1. The relevant ducts and/or manholes shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
  - 6.3.2. 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;
  - 6.3.3. 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; and
  - 6.3.4. The RL shall bear all costs related to the assignment or transfer of the relevant ducts and/or manholes to NLT.
- 6.4. The terms and conditions set out in this Agreement are intended solely for the provision of the NRES 1:16 Connections in support of the Esports Activities, and the Parties agree that NLT shall have no obligation whatsoever to provision NRES 1.16 Connections under the same terms and conditions upon the completion of each of the Esports Activities.
- 6.5. The Parties hereby agree that the NRES 1:16 Connections provisioned in accordance with the terms of this Agreement are not intended to and shall not be construed as 'Qualifying Connections' under the Schedule 2 Rebate CA and the SME MRC Tariff Agreement.

**ANNEX 2**

## Designated Premises of NRES 1:16 Connections

<b>S/No</b>	<b>Designated Premises</b>	<b>Status</b>	<b>Type of installation</b>	<b>Total No. of NRES 1:16 Connections</b>	<b>Connection Period (Mths)</b>
1	Esports Experience Centre @ Kallang Wave Mall	Confirmed - 28 May 2021 Soft Launch Date	TP-to-Install	3	24
2	Atrium @ Kallang Wave Mall	Confirmed - 3 June 2021 Competition	Self Provide	1	24
3	SCOGA Esports Academy @ Republic Polytechnic	Confirmed - end Q2/early Q3 of 2021	TP-to-Install	1	36
4	SCOGA Esports Academy @ ITE College Central Sports Gallery	Confirmed - end Q2/early Q3 of 2021	TP-to-Install	1	36
5	SCOGA Esports Academy @ Bukit Merah Sports Lifestyle Centre	Confirmed - end Q2/early Q3 of 2021	TP-to-Install	1	36