

Dated

2022

BETWEEN

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

AND

██████████

ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 17 JUNE 2019 FOR
PROVISION OF MOBILE POINT-TO-POINT CONNECTIONS AND POINT-TO-POINT
CONNECTIONS FOR MOBILE NETWORK DEPLOYMENT AND ENTERPRISE SERVICES**

This ADDENDUM is made on [

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 the Provision of Mobile Point-to-Point Connections and Point-to-Point Connections for Mobile Network Deployment and Enterprise Services on 17 June 2019 (hereinafter referred to as the “**CA**”).
- B. The Parties subsequently entered into an Addendum to the Customised Agreement on 9 September 2021 for the purpose of varying the terms and conditions in the Customised Agreement to reflect the arrangement in the ownership of the 5G network parts between the RL and Antina Pte. Ltd. The Parties also entered into the Addendum for the purpose of extending the Commitment Period by another 12 months.
- C. The Parties now intend to vary the Customised Agreement to include high level routing information of a Point-to-Point Connection to the relevant Direct End-User.

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 **Paragraph 3.2 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

“3.2: Where the Request is accepted by NLT, NLT shall conduct a desktop study to evaluate the feasibility of supplying the Point-to-Point Connection, and shall issue a desktop study report on the details of the proposed deployment of the Point-to-Point Connection, which may include (but is not limited to) the following information:

- (a) Distance of the proposed fibre route;
- (b) The theoretical signal loss applicable for the proposed fibre route; and
- (c) High-level routing information (hereinafter referred to as the “**Routing Information**”), where expressly requested by the RL.

For the avoidance of doubt, the RL shall submit the request for the Routing Information within one (1) Business Day from the date on which the RL is notified of the acceptance of the Request in accordance with **paragraph 3.1** above. An additional non-refundable charge as specified under **Annex 2** shall apply in the event that the RL requests for the Routing Information.”

(b) The new **Paragraph 3.2A** shall be inserted into **Annex 1 of the CA**:

“3.2A: The Routing Information (in PDF format) shall be provided to the RL subject to the following conditions:

- (a) the RL acknowledges and agrees that the Routing Information shall comprise of NLT’s confidential information and shall be accorded the appropriate treatment as set out under **Clause 4.1** of this Agreement;
 - (b) All rights or title to the Intellectual Property subsisting in Routing Information shall vest in and shall be the sole and exclusive property of NLT;
 - (c) NLT hereby grants the RL a royalty-free and non-exclusive licence to use the Routing Information during the term of this Agreement for purposes which are directly related to the planning of RL’s network, and to the disclosure of the high-level fibre routing of a Point-to-Point Connection to the relevant Direct End-User;
 - (d) the RL is strictly prohibited from reproducing the Routing Information in any medium and/or sharing the Routing Information with any third party for any reason whatsoever without NLT’s prior written consent;
 - (e) The Routing Information provided to the RL shall be correct as of the date of the desktop study referred to in **paragraph 3.2** above, and may subsequently be subject to change due to cable diversions and other network maintenance activities carried out after the date of the desktop study. For the avoidance of doubt, NLT shall not have any continuing obligation to provide the RL with updated Routing Information;
 - (f) NLT makes no guarantee, representation or warranty as to, and shall bear no liability for, the Routing Information including, but not limited to, guarantees, representations and warranties of any kind, implied, express or statutory regarding the truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, freedom from computer virus, non-infringement, suitability, satisfactory quality or fitness for any particular purpose or any representations or warranties arising from usage, custom or trade or by operation of law and NLT expressly disclaims liability for any errors in, or omissions from, the Routing Information; and
 - (g) NLT shall be entitled to reject the request for Routing Information where NLT deems that the supply of the requested Routing Information would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations. ”
- (c) Annex 2 of the CA shall be substituted and replaced by the new **Annex 2** attached to this Addendum. For the avoidance of doubt, all references to “Annex 2” in the CA shall mean the “Annex 2” attached to this Addendum.

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)
Title:

(signature of witness)
Name of Witness:
Title:

ANNEX 2

CHARGES

The charges for Point-to-Point Connections and Mobile Point-to-Point Connections are set out below.

Charges for Point-to-Point Connections for Mobile Network Deployment and Enterprise Services

| S/N | Description of Charges | Amount |
|-----|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Monthly Recurring Charge (“MRC”) | \$1,200 per Point-to-Point Connection. |
| 2 | One – Time Installation Charge (“OTC”) | <p>\$1,500 per Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end.</p> <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities is required, additional OTC as set out in Annex 3 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$1,500 One-Time Installation Charges</p> <p>Where Outdoor NBAP Connection is required, additional OTC as set out in Annex 4 shall apply on top of the \$1,500 One-Time Installation Charges for Digging/Trenching Work</p> |
| 3 | Early Termination Charge | Total MRC for the remaining Minimum Connection Term for each Point-to-Point Connection. |

Charges for Mobile Point to Point Connections

| S/N | Description of Charges | Amount |
|-----|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| 1 | Monthly Recurring Charge (“MRC”) | \$450 per Mobile Point-to-Point Connection |
| 2 | One – Time Installation Charge (“OTC”) | \$1,500 per Mobile Point-to-Point Connection with fibre length up to 80 metres using existing facilities at each end. |

| | | |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>Where Indoor Connection requires fibre length exceeding 80 metres and / or new facilities is required, additional OTC as set out in Annex 3 (One Time Installation Charge - Indoor Connection) shall apply on top of the \$1,500 One-Time Installation Charges</p> <p>Where Outdoor NBAP Connection is required, additional OTC as set out in Annex 4 shall apply on top of the \$1,500 One-Time Installation Charges for Digging/Trenching Work</p> |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Other Charges

| S/N | Description of Charges | Amount |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 1 | One-Time Installation Charges for Digging/Trenching Work | \$1,500 + all applicable costs set out in Annex 4 |
| 2 | Cancellation Charges due to RL's rejection of desktop study report (pursuant to para 3.3 of Annex 1) | \$50 |
| 3 | Cancellation Charges due to RL's rejection of desktop study report (pursuant to para 3.3A of Annex 1) | \$0 |
| 4 | Cancellation Charges after acceptance of desktop study report and before commencement of site survey (pursuant to para 3.5 of Annex 1) | \$50 |
| 5 | Cancellation Charges after commencement of site survey and before acceptance of the One-Time Installation Charges (pursuant to para 3.8 of Annex 1) | \$76 per site survey |
| 6 | Cancellation Charges after acceptance of the One-Time Installation Charges by the RL (pursuant to para 3.9 of Annex 1) | \$76 per site survey + incidental costs calculated on a Cost-Oriented Basis. |
| 7 | Town Council Admin Charge (applies only where RL does not have account with the Town Council) | NLT to impose administrative fee being 10% of Town Council fees |

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|---|--------------------------------|----------------------|
| 8 | High Level Routing Information | \$275.00 per Request |
|---|--------------------------------|----------------------|