

Dated

BETWEEN

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

AND

[REDACTED]

ADDENDUM

TO CUSTOMISED AGREEMENT DATED 18 OCTOBER 2022
FOR PROVISION OF NON-RESIDENTIAL END-USER CONNECTIONS IN SUPPORT OF
GOVTECH TENDER REF. GVT(T)-20025

This ADDENDUM is made on

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 Provision of Non-Residential End-User Connections in Support of Govtech Tender Ref. GVT(T)-20025 Issued by the Government Technology Agency for the Provision of Network Bandwidth Connectivity Services for Government Ministries and Departments, Statutory Boards, Organs of State and Other Participating Entities on 18 October 2022 (hereinafter referred to as the "**CA**").
- B. The Parties subsequently entered into an Addendum to the Customised Agreement on 30 April 2023 for the purpose of varying the terms and conditions in the Customised Agreement to reflect the change in the maximum number of NRES Connections eligible for the Tender Rebate, Minimum Revenue Commitment and validity of the Customised Agreement,
- C. The Parties now intend to vary other terms and conditions in the Customised Agreement.

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) A definition for "Ready for Service Date" shall be inserted under Clause 1 of the CA, and shall read as follows:

"**Ready for Service Date**" means the date that NLT completes the installation of T20025 NRES Connection as notified to the RL in accordance with Schedule 2"

- (b) **Paragraph 1.3 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

1.3 The RL shall submit a list, including the ORI, of each T20025 NRES Connection(s), no later than thirty (30) days from the Ready for Service Date of each T20025 Connection(s). For the avoidance of doubt, the RL shall not be entitled a Tender Rebate in respect of any T20025 NRES Connection on any submission after the aforementioned deadline.

- (c) **Paragraph 2.1 of Annex 1 of the CA** shall be deleted in its entirety and replaced with the following provision:

2.1 The value of the Tender Rebate that shall be applied to each NRES Connection is specified under **Annex 2**. For the avoidance of doubt, the Tender Rebate shall be applied to T20025 Connections as submitted by the RL pursuant to **paragraph 1.3** above. For the avoidance of doubt, the Tender Rebate shall be applicable for forty-eight (48) months starting from the Ready for Service Date as notified to the RL by NLT. NLT shall have no obligation to apply the Tender Rebate in the event that the NRES Connection remains active for any period that exceeds the Minimum Contract Term. The Tender Rebate shall also apply to Replacement Connections.

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 any event of 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.
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. 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: