

Dated

Sep 2023

BETWEEN

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

AND

[REDACTED]

ADDENDUM

TO CUSTOMISED AGREEMENT DATED 22 MARCH 2023
FOR PROVISION OF FIBRE MIGRATION SERVICES

This ADDENDUM is made on

Sep 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 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 “**Requesting Licensee**” or “**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 Fibre Migration Services on 22 March 2023 (hereinafter referred to as the “**CA**”).
- B. The CA will expire on 30 September 2023. The Parties now wish to renew the term of the CA for a further period of one (1) year commencing from 1 October 2023 and ending on 30 September 2024 on the same terms and conditions as provided in the CA as modified by this Addendum.

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 extended by a period of one (1) year commencing from 1 October 2023 and ending on 30 September 2024.
3. Pursuant to Clause 9.4 of the CA, the Parties further agree that the CA shall be amended as follows from the date of this Addendum:
4. Clause 7.2 of the CA shall be deleted in its entirety and replaced with the following:

“This Agreement shall expire on 30 September 2024, or upon completion of the Migration Service , whichever is earlier. Parties may agree in writing to renew this Agreement on such terms and conditions as agreed between the Parties subject at all times to the prior approval of the Authority. Upon request for renewal by the Requesting Licensee, which should be made at least three (3) months prior to the expiry of the Agreement, Parties shall negotiate in good faith such terms and conditions to renew this Agreement and to conclude such negotiation prior to the expiry of the Agreement, subject to the Authority’s prior approval.”
5. Annex 3 of the CA shall be substituted and replaced by the new Annex 3 attached to this Addendum. For the avoidance of doubt, all references to “Annex 3” in the CA shall mean the “Annex 3” attached to this Addendum.
6. 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.

7. 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.
8. 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.
9. 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.

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ANNEX 3

FEES & CHARGES

Based on the specifications set out in **Paragraph 1** of **ANNEX 1** and in **ANNEX 2**,

Fees payable under **Paragraph 2** of **ANNEX 1** = \$12,976.40 (excluding GST)

Additional Charges

The additional charges under **Paragraph 1.4** of **ANNEX 1** are as follows:

- (a) Additional Night required for the migration work - \$1,214.50 per night (excluding GST)
- (b) Other charges will be on Cost-Oriented Basis.

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