

Dated

BETWEEN

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

AND

[REDACTED]



ADDENDUM

**TO CUSTOMISED AGREEMENT DATED 25 AUGUST 2023
PROVISION OF CO DIVERSITY FOR NON-RESIDENTIAL END-USER CONNECTION**



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 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 on 25 August 2023 (the “**CA**”) to regulate Parties’ respective obligations and responsibilities with regard to the provision of COD Connections by NLT in respect of existing or future Non-Residential End User Connections and Non-Building Address Point Connections.
- B. Pursuant to the review of prices in the Interconnection Offer (“**ICO**”) by the Authority, the fees as set out in the CA are affected and are to be revised. The Parties now agree to reflect the changes in fees effective from 1 April 2024 (or from such date as approved by IMDA).

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 from the date of this Addendum:
 - (a) Annex 2 of the CA shall be deleted in its entirety 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 shall be submitted to the Authority for approval and shall only come into effect only upon such approval by the Authority.

6. 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.
7. 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.
8. 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 2
CHARGES

The charges payable by the RL for the COD Connections provided under this Agreement are set out below, subject to **paragraph** Error! Reference source not found. of **Annex 1**.

S/N	Description of Charges	Amount				
1	Monthly Recurring Charge (“MRC”)	\$384 per COD Connection				
2	Standard Installation Charge	\$3,000 per COD Connection for installations using existing facilities at Primary Connection end. Where new facilities are required and/or the installation involves additional works including but not limited to digging and/or trenching, additional charges shall be imposed on a Cost-Orientated Basis on top of the Standard Installation Charge of \$3000 per COD Connection.				
3	Early Termination Charge	Total MRC for the remaining Minimum Connection Term for each COD Connection				
4	Cancellation Charges after commencement of site survey and before acceptance of OTC	\$85 per site survey				
5	Cancellation Charges Due to Failure to provide acceptance of service activation period and agreement to pay OTC within ten (10) Business Days of Receipt of NLT’s notification of the total applicable OTC	\$85 per site survey				
6	Cancellation Charges before RFS but after acceptance of OTC	\$85 per site survey + any other incidental cost on a Cost-Oriented Basis				
7	Reinstatement Charges for the removal of Indoor TP or any part of the Network upon service termination	\$190 per COD Connection				
8	Fault Identification Charge There will be a minimum charge per visit up to the first two hours as listed below. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">CHARGES (S\$)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Minimum Charge (per visit up to first two hours)</td> <td style="text-align: center;">\$64</td> </tr> </tbody> </table>		DESCRIPTION	CHARGES (S\$)	Minimum Charge (per visit up to first two hours)	\$64
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Minimum Charge (per visit up to first two hours)	\$64					

Subsequent hourly blocks will be charged according to the rates listed below.

PERIOD	TIME	RATE (S\$/hr)
Monday to Friday	9.00am to 5.00pm	\$20
Monday to Friday	After 5.00pm to 9.00am the next day	\$30
Saturday	9.00 am to 1.00pm	\$20
Saturday	After 1.00pm to 12.00am the next day	\$30
Sundays and Public Holidays	12.00am to 9.00am the next day	\$40

For avoidance of doubt, the maximum quantum for the Fault Identification Charge will be based on the first four (4) hours of fault investigation.