

DATED

BETWEEN

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

AND

[REDACTED]

CUSTOMISED AGREEMENT

SUPPLY OF FIBRE ROUTING MAP FOR PROPOSED CONNECTIONS

This CUSTOMISED AGREEMENT 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 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 1999 ("**Act**") and is a designated public telecommunication licensee under Section 8 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 RL is desirous of obtaining fibre routing maps which reflect the possible routes through which Proposed Connections may be deployed at the Relevant Address (as defined below) for the purpose of planning the connections in the RL's network to facilitate its participation in government tender.
- E. 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 the provision of Fibre Routing Maps (as defined below) by NLT.

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 30(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;

“**Effective Date**” means the date on which the Authority approves or is deemed to have approved this Agreement;

“**Fibre Routing Map**” means a map that reflects the fibre routing information described under **paragraph 1.1 of Annex 1**;

“**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;

“**PDF**” means portable document format;

“**Preparation Fee**” means the fee that the RL is liable to pay in exchange for the supply of each Fibre Routing Map, as set out in **Annex 2**;

“**Proposed Connection**” means a potential connection that the RL proposes to deliver to the Relevant Address, and that the Requesting Licensee intends to order under the Approved ICO after purchasing a Fibre Routing Map;

“**Purpose**” means the purpose for which the Fibre Routing Map will be used by the RL, as indicated in the Request Form in **Annex 3**;

“**Relevant Address**” means any of the addresses set out in the **Annex 3** to this Customised Agreement;

“**Request**” means a request for a Fibre Routing Map that is submitted in accordance with **paragraph 3.1 of Annex 1**;

“**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; and

“**Term**” means the period defined under **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-2023> 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 and in accordance with the terms and conditions specified herein, NLT shall supply the RL with Fibre Routing Maps.

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.
- 7.2 This Agreement shall expire twelve (12) calendar months after the Effective Date of this Agreement (the "Term"), subject to **Clause 7.3** below. 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.
- 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 a Party to the other Party 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 8.4, neither Party shall not be liable to the other Party, 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 and arising from or in connection with this Agreement.
- 8.3 Subject to Clause 8.4, each Party's aggregate liability in any given year (commencing on the Effective Date of this Agreement and each anniversary thereof) to the other Party for breach of any of their obligations or otherwise arising under this Agreement (including liability for negligence

or breach of statutory duty), shall be limited to the aggregate amount of Preparation Fee (as set out in Annex 2 of this Agreement) paid or payable by the RL during the twelve (12) months prior to the event giving rise to the liability.

8.4 Save as permitted by law, neither Party excludes or restricts its liability for death or personal injury. Nothing in this Clause 8 excludes or restricts:

- a. either Party's liability for fraud, wilful default and/or gross negligence;
- b. the RL's liability for not using the Fibre Routing Maps strictly in accordance with paragraph 1 of Annex 1; and
- c. the RL's liability to make payment to NLT under this Agreement.

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 1, 2, 3, 5, 6, 8, 9, 10, 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 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. SUPPLY OF FIBRE ROUTING MAPS

1.1. Subject to **paragraphs 1.2 and 1.3** below, each Fibre Routing Map shall set out the following information:

- (a) High-level details of the potential route through which the Proposed Connection that may be provisioned under the following Schedules of the RL's ICO Agreement can be deployed:
- Schedule 1 Residential End-User Connection
 - Schedule 8 Building MDF Room to Residential Premise Connection
 - Schedule 2 Non-Residential End-User Connection
 - Schedule 9 Building MDF Room to Non-Residential Premise Connection
 - Schedule 3 NBAP Connection
 - Schedule 10 CO to NBAP DP Connection
 - Schedule 5 CO to MDF Connection
 - Schedule 6 Building MDF Room to FTTB Node Connection
- (b) Names of roads and buildings within the vicinity of the fibre routing.

1.2. Each Fibre Routing Map shall not reflect the following information:

- (a) Network nodes;
- (b) Distance between any physical points; and
- (c) Any details relating to the Restricted Locations.

1.3. Subject to **paragraph 1.4** below, NLT shall not have any obligation to supply the RL with a Fibre Routing Map for any Proposed Connection that serves restricted and/or sensitive locations that include but are not limited to:

- (a) Any "protected infrastructure" defined and protected under the Infrastructure Protection Act 2017 (No. 41 of 2017);
- (b) Military camps;
- (c) Naval Bases;
- (d) Research Facilities;
- (e) Government Buildings;
- (f) Home Team Academy;
- (g) New Phoenix Park;
- (h) Air Bases;
- (i) VVIP dwellings and facilities (e.g. Minister's home and compound);
- (j) Wharf/Ports of entry;
- (k) Immigration & Checkpoints Authority (ICA) compound;
- (l) NLT's Central Offices,

(hereinafter collectively referred to as the "**Restricted Locations**"). For the avoidance of doubt, the above list is neither static nor exhaustive, and NLT shall be entitled to reject a Request where NLT deems that the supply of the requested Fibre Routing Map would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations.

1.4. NLT may, at its sole discretion, and subject to any additional terms and conditions that NLT may impose on the RL, supply the RL with a Fibre Routing Map for a Proposed Connection that serves a Restricted Location, on the condition that the Request must be accompanied by a written authorisation letter from the End-User.

1.5. Notwithstanding anything in this Agreement, NLT shall be entitled at its sole discretion to reject a

Request for a Fibre Routing Map if NLT holds the view that the purpose for which the Fibre Routing Map will be used, as indicated in the Request form in **Annex 3** ("**Government Tender**"), is not relevant to or necessary for the provisioning of Connections under the RL's ICO Agreement, or would involve the disclosure of sensitive information relating to any Restricted Locations.

2. RL'S OBLIGATIONS

2.1. The RL hereby gives the following undertakings:

- (a) The RL acknowledges and agrees that the Fibre Routing Maps shall solely be used for the specific Purpose and shall not be used for any other purposes;
- (b) The RL acknowledges and agrees that the Fibre Routing Maps shall comprise NLT's confidential information, and the RL undertakes to take all necessary measures and precautions to safeguard the security and confidentiality of the Fibre Routing Map and all the information represented therein;
- (c) The RL undertakes not to reproduce the Fibre Routing Map in any medium and/or share the Fibre Routing Map with any third party for any reason whatsoever without NLT's prior written consent;
- (d) If RL is aware of or has reasonable grounds to believe that any reproduction, unauthorised use of or access to the Fibre Routing Maps by a third party has taken place or is about take place, the RL shall promptly (and no later than two (2) Business Days of acquiring such knowledge or reasonable belief) notify NLT in writing of such unauthorised use or access and commence all necessary steps to ensure that such third party immediately ceases such unauthorised activity;
- (e) The RL shall use its best efforts to prevent any recurrence of such unauthorised activity, including where necessary, terminating the third party use of or access to the Fibre Routing Map, the RL shall inform NLT of all such steps taken; and
- (f) The RL acknowledges and agrees that it shall inform NLT the outcome of the Purpose and is obliged to purchase NLT's ICO Connection in the event of a successful outcome of the Purpose.

2.2. The Requesting Licensee acknowledges and agrees that, in the event that the Requesting Licensee submits an order for a Proposed Connection, the actual deployment of the fibre cable may not adhere to the routing information depicted on the Fibre Routing Map.

2.3. The Requesting Licensee acknowledges and agrees that the Fibre Routing Maps shall comprise NLT's confidential information, and the Requesting Licensee undertakes to keep confidential the Fibre Routing Map in accordance with Clause 19 of the Main Body of the Approved ICO.

2.4. The Requesting Licensee acknowledges and agrees that all rights or title to the intellectual property subsisting in the Fibre Routing Map shall vest in and shall be the sole and exclusive property of NLT.

2.5. The RL agrees and acknowledges that the Fibre Routing Map shall only be used in connection with the Purpose as indicated in your application requesting for the Fibre Routing Map.

2.6. The RL agrees and acknowledges that it shall not and shall further procure that none of its employees, contractors or agents duplicate or reproduce the Fibre Routing Map in any way, nor deliver the Fibre Routing Map to any third party except in connection with the Purpose.

2.7. In the event NLT discovers that there has been unauthorised use or access to the Fibre Routing

Map or any third-party breach of this Agreement, it shall be deemed as a material breach of this Agreement and the RL shall indemnify NLT against the full costs of carrying out such audit and / or inspection, without prejudice to NLT's other rights and remedies.

- 2.8. Upon termination of this Agreement or expiration of the Purpose, all Fibre Routing Maps in tangible or electronic form must be erased or destroyed within thirty (30) days (unless NLT submits a written request for the RL to return the Fibre Routing Maps), and must not thereafter be retained in any form by the RL. The RL shall further ensure the Fibre Routing Map in possession of any third party must be erased or destroyed.

3. ORDERING AND SUPPLY PROCEDURES

- 3.1. The RL shall submit a Request for a Fibre Routing Map by emailing the completed copy of the Fibre Routing Map Request Form set out in **Annex 3** to NetLink Trust's Business Development Manager. For avoidance of doubt, each Fibre Routing Map Form shall only contain a request for one (1) Fibre Routing Map.
- 3.2. The RL shall submit no more than two (2) Fibre Routing Map Requests per day with a maximum of five (5) Fibre Routing Map Forms per week. Notwithstanding the foregoing, NLT shall at its sole discretion determine the actual number of Requests to be processed on each Business Day.
- 3.3. NLT shall issue a written notification to the RL on whether the Request has been accepted or rejected within three (3) Business Days.
- 3.4. NLT reserves the right to reject a Request for any of the following reasons:
- (a) the Fibre Routing Map Request Form contains incomplete information;
 - (b) the Fibre Routing Map Request Form contains inaccurate information
 - (c) NLT holds the view that the supply of the requested Fibre Routing Map would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations and/or the RL has failed to submit the written authorization letter in accordance with **paragraph 1.4** above; and
 - (d) the RL has exceeded the quota stated in **paragraph 3.2** above.
- 3.5. Upon receiving the Request, NLT will conduct a desktop study for the preparation of the Fibre Routing Maps. NLT shall issue the completed Fibre Routing Maps in PDF format to the RL by way of email within ten (10) Business Days of the date of acceptance of the Request.
- 3.6. The RL shall be liable for the full Preparation Fee in the event that the RL cancels the Request after the RL has been notified of the acceptance of the Request in accordance with **paragraph 3.3**. For the avoidance of doubt, the RL shall not be liable to pay the Preparation Fee where the Request is cancelled by the RL before the notification of the acceptance of the Request is issued, or where the Request is rejected by NLT.
- 3.7. Upon issuance of the Fibre Routing Maps, NLT shall issue an invoice for payment of the Preparation Fee. For the avoidance of doubt, the payment term for the invoice is 30 calendar days from the date of the invoice, and any late payment interest shall apply in accordance with the RL's ICO Agreement.

4. INTELLECTUAL PROPERTY

- 4.1. All rights or title to the Intellectual Property subsisting in the Fibre Routing Maps shall vest in and shall be the sole and exclusive property of NLT.
- 4.2. NLT hereby grants the RL a royalty-free and non-exclusive licence to use the Fibre Routing Maps supplied under this Agreement during the Term for purposes which are directly related to the

purpose of planning redundancy connections in the RL's network, and to the disclosure of the high-level fibre routing of an existing Connection to the relevant End-User.

5 DISCLAIMER

- 5.1 NLT makes no guarantee, representation or warranty as to, and shall bear no liability for, the Fibre Routing Map 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 Fibre Routing Maps.
- 5.2 The Fibre Routing Maps provided to the RL shall be correct as of the date of issuance, 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 an updated Fibre Routing Map.

6 FEES AND CHARGES

- 6.1 The fees set out herein and in **Annex 2** shall apply for all Fibre Routing Maps requested for under this Agreement.
- 6.2 The Parties hereby agree that NLT shall be entitled to review and change the fees set out in **Annex 2** no more than once during each twelve (12)-month period during the Term.
- 6.3 The fees set out in **Annex 2** (as varied from time to time in accordance with **paragraph 6.2** above) shall be valid until the occurrence of the earlier of the following events:
- (a) the expiration of the Term; and
 - (b) until such time the Authority reviews the prices of the Mandated Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such prices that affects the fees set out herein and in Annex 2, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any Fibre Routing Maps at the fees set out in Annex 2. The RL acknowledges that there may be a need to enter into a new agreement on revised tariffs and terms and conditions approved by the Authority at the relevant time, in which case this Agreement shall be terminated by mutual agreement without liability on the part of either Party, save for any payments which have accrued at the time of termination.

7 ADDITIONAL TERMS AND CONDITIONS

- 7.1 The RL shall maintain accurate records of any Fibre Routing Maps supplied under this Agreement pursuant to **paragraph 1.4**, including copies of any approval or authorization letters issued by the relevant End-User in support of the relevant Request.
- 7.2 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).
- 7.3 Regardless of termination or expiration of the Agreement the rights and obligations of the Parties under the provisions of the Agreement which by their context, intent and meaning would reasonably be expected to survive the termination or expiration of the Agreement or any part thereof, will so survive including but not limited to Clauses 4 (Confidentiality), Clause 8 (Limitation of Liability), 9.2

(Release, Waiver or Compromise), 9.5 (Invalidity and Unenforceability), 9.7 (Governing Law and Submission to Jurisdiction) and 9.8 (Liability of the Trustee) of the Agreement, and **paragraphs 4.1, 4.2, 5.1, and 5.2 of this Annex 1**.

ANNEX 2**CHARGES**

The charges payable by the RL for Fibre Routing Maps are set out below:

S/N	Description of Charges	Amount
1.	Preparation Fee for Fibre Routing Map	\$275.00 per Request
2.	Cancellation fee where RL cancels the Request <u>before</u> NLT notifies RL of the acceptance of the Request.	\$0.00
3.	Cancellation fee where RL cancels the Request <u>after</u> NLT notifies RL of the acceptance of the Request.	\$275.00 per Request

ANNEX 3
Fibre Routing Map Request Form For Proposed ICO Connection

Date of request: _____

Order Reference Identifier (ORI): _____

Not Applicable for this request _____

Section A: List of Relevant Addresses, Corresponding Proposed Connections and Charges

Please tick the ICO Schedule for the required existing connection:

S/N	Relevant Address	Proposed Connection	Charges (SGD) Exclude GST

Section B: Purpose of Request

 Tender for government

Details of Purpose: _____

Address required for the fibre routing map: _____

Section C: End-User's Details

Company Name: _____

Company Address: _____

[if address is different from Section B] _____

Requestor Name: _____

Department: _____ Designation: _____

Contact no. (HP/Mobile): _____ Email: _____

Section D: Requesting Licensee's Details (for billing purpose)

Company Name ("RL"): _____

Billing address: _____

Name of Requestor: _____

Department: _____ Designation: _____

Contact no. (HP/Mobile): _____ Email: _____

Section E: Acknowledgment & Acceptance by Requestor

I am authorised by the above-named RL to submit this Request, and I hereby acknowledge that the Fibre Routing Map comprises proprietary and confidential information belonging to NetLink Management Pte. Ltd. (as trustee of NetLink Trust) ("**NetLink Trust**"). In submitting this request, the RL agrees that its use of the Fibre Routing Map shall be governed by the confidentiality provisions stipulated in the Interconnection Offer Agreement between the RL and NetLink Trust.

Please tick Yes or No:

- Yes, I confirm the Acknowledgement & Acceptance
- No, I do not agree with the Acknowledgement & Acceptance

Name/Designation/Signature

Company Stamp/Date

For Official Use by NetLink Trust

NLT's Service Reference ID: _____

- Application is accepted for non-restricted location
- Application is accepted for restricted location

Application rejected:

Date of acceptance: _____

Date of rejection: _____

Rejection reasons:

- The Fibre Routing Map Request Form contains incomplete information
- The Fibre Routing Map Request Form contains inaccurate information (e.g. Invalid ORI, invalid location)
- Connection type is not supported
- NLT holds the view that the supply of the requested Fibre Routing Map would entail the disclosure of confidential or restricted information relating to highly sensitive physical locations
- RL did not submit written authorization letter with Fibre Routing Map Form for Restricted Location
- Maximum quota of 2 Request/day/RL has been exceeded

Billing Account No.: _____

Name of NLT's Officer: _____

Designation: _____