

DATED

BETWEEN

**NETLINK MANAGEMENT PTE. LTD.**

**(IN ITS CAPACITY AS TRUSTEE OF NETLINK TRUST)**

AND

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**CUSTOMISED AGREEMENT**

**NON-RESIDENTIAL END-USER CONNECTIONS MRC REBATE**

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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) \_\_\_\_\_ (Company Registration Number: \_\_\_\_\_), a company incorporated in Singapore with its registered address at \_\_\_\_\_, Singapore (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 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 Non-Residential End-User Connections ("**NRES Connections**") (as defined below) by NLT, and the application of a Bid Rebate, (as defined below) in respect of NRES Connections that are provisioned to the RL in support of the fibre broadband services.

#### 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;

"**Bid Rebate**" means the rebate specified in Annex 2 which applies to NRES Connections;

"**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 26(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;

**“Commencement Date”** means the 1st day of the calendar month immediately following the Effective Date.

**“ETC”** means the early termination charges described under paragraphs 1.2 of Annex 1 to this Agreement;

**“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;

**“NRES Connection”** means a Non-Residential End-User Connection with 1:16 split ratio that is provisioned under Schedule 2 of the RL’s ICO Agreement;

**“OTC”** means One-Time Installation Charge that the RL shall pay for each NRES Connection as stipulated in Annex 2 to this Agreement;

**“Reduced MRC”** means the monthly recurring charge that the Requesting Licensee shall pay for each NRES Connection, as stipulated in Annex 2

**“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;

**“Relocation Connection”** means a NRES Connection provisioned under this Agreement for the End-User that is to be relocated to the End-User’s new non-residential address, as referred to under paragraph 1.4;

## 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 subject to the terms and conditions specified herein, NLT shall:
  - 2.1.1 provision NRES Connections in support of the RL's performance of its obligations under this Agreement;
  - 2.1.2 impose the relevant MRC Rebate as stipulated in **Annex 2** to this Agreement in respect of each of the NRES Connections; and
  - 2.1.3 apply the Bid Rebate to a minimum of one thousand (1000) NRES Connections;

provided that the RL shall procure for the End-User to whom RL provides services using the NRES Connections to utilize such services solely in such manner and for the benefit of such parties.

## 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 in writing, 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. The date on which the Authority's approval is granted or is deemed to have been granted shall hereinafter be referred to as the "**Effective Date**".
- 7.2 This Agreement shall expire five (5) years after the Commencement Date, ("**Term**"), unless renewed in accordance with Clause 7.3.
- 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. Upon request for renewal by the RL, 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.
- 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 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 Commencement 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 Reduced Monthly Recurring Charge (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 NRES Connections 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 2, 15, 16, 17 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.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated at the beginning.

**NETLINK MANAGEMENT PTE. LTD.**  
**(IN ITS CAPACITY 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)  
 Designation:

\_\_\_\_\_  
 (signature of witness)

Name of Witness:

Designation:

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)  
 Designation:

\_\_\_\_\_  
 (signature of witness)

Name of Witness:

Designation:

Signed by \_\_\_\_\_ )  
 (Name of Signatory) )

for and on behalf of )  
 )

in the presence of: )

\_\_\_\_\_  
 (signature)  
 Designation:

\_\_\_\_\_  
 (signature of witness)

Name of Witness:

Designation:

## **ANNEX 1**

### **1. GRANT OF BID REBATES FOR NRES CONNECTIONS**

- 1.1. Subject to paragraph 5.3 of this Annex 1, NLT undertakes to grant the RL the Bid Rebate in respect of each NRES Connection which meets the following criteria:

- (a) The TP for the NRES Connection is installed by NLT in the End-User's Non-Residential premise or in the riser on the same floor where the End-User's Non-Residential premise is located; or the NRES Connection is provisioned on 2nd fibre strand of an existing TP installed inside the Non-Residential premise.
- (b) The promocode "xxxx" is used and/or selected where required or applicable.
- (c) The Request for each NRES Connection bears an Application Reference ID using the prefix "Sch2XXXXXXX".
- (d) A minimum of one thousand (1,000) NRES Connections are submitted within the first twenty-four (24) months from the Commencement Date of this Agreement.

Provided always that the above mentioned NRES Connection shall remain active or in-service for a period of not less than thirty-six (36) months from the Commencement Date or from the date on which the NRES connection is ready for service ("**RFS Date**"), respectively ("**Minimum Contract Term**").

For the avoidance of doubt, the RL shall not be permitted to submit self-provide order for any NRES Connection under this Agreement.

- 1.2. The termination of a NRES Connection prior to the expiry of the Minimum Contract Term shall be subject to an early termination charge ("**ETC**") that is equivalent to:

ETC = Reduced MRC for NRES Connection x 36 months minus total Reduced MRC billed in respect of the terminated NRES Connection

#### Service Level Guarantees

- 1.3. For the avoidance of doubt, the Service Level Guarantees prescribed in Clause 2 of Schedule 2 of the Approved ICO will apply to the provision of NRES Connections under this Agreement.

#### Relocation

- 1.4. In the event that a NRES Connection (for the purpose of paragraph 1.4, the "first NRES Connection") is relocated to a different Non-Residential premise after provisioning, the Bid Rebate shall continue to be applied to the relocated NRES Connection (which would be allocated a new ORI) ("Relocation Connection") until the end of the period that would have been the remainder of the Minimum Contract Term of the first NRES Connection.

### **2. NRES CONNECTION REBATE CALCULATION**

- 2.1. The amount of the Bid Rebate that shall be applied to each NRES Connection is specified under Annex 2. For the avoidance of doubt, the Bid Rebate shall be applicable for thirty-six (36) months starting from the Commencement Date or RFS Date, whichever is later.
- 2.2. NLT shall have no obligation to apply the Bid Rebate in the event that the NRES Connection remains active beyond the Minimum Contract Term.

- 2.3. The total amount of the Bid Rebates payable by NLT for each billing cycle shall be credited to the RL's account and shall be reflected in the next invoice issued by NLT.

### 3. MINIMUM REVENUE COMMITMENT

- 3.1. The RL shall fulfil the minimum revenue to be generated in terms of cumulative Reduced MRC billed in respect of NRES Connections ("**Minimum Revenue Commitment**", or "**MRVC**") that is indicated in the below table:

| No. of NRES Connections within the first 24 months from the Commencement Date | Minimum Revenue Commitment (" <b>MRVC</b> ") |
|-------------------------------------------------------------------------------|----------------------------------------------|
| 1000 NRES Connections                                                         | \$1,260,000                                  |

- 3.2. The RL shall fulfil the MRVC specified above by the last day of twenty-four (24) months from the Commencement Date ("**MRVC Target Date**"). The RL acknowledges that NLT has offered the Bid Rebate and Reduced MRC set out in **Annex 2** on the condition that the MRVC is met, and the RL hereby agrees to pay an additional payment in the event that the RL fails to meet the MRVC by the MRVC Target Date (or such earlier date of cessation of the Agreement pursuant to termination by the RL) (the "**Additional Payment**"). The Additional Payment shall be calculated according to the below formula:

$$A = (\text{MRVC} - X)$$

Where A = Amount of Additional Payment payable for failure to meet the MRVC by the MRVC Target Date

X = Cumulative Reduced MRC billed from the Commencement Date to the MRVC Target Date, including any ETC payable by RL that falls during the Term

- 3.3. The Additional Payment shall be made in full to NLT no later than ten (10) Business Days from the last day of the Term, or such earlier date of cessation of the Agreement pursuant to termination by the RL (as the case may be). For the avoidance of doubt, interest payable on overdue amounts provided for in the relevant Schedules of the Approved ICO (including but not limited to Schedule 16) shall apply to any part of the Additional Payment which is overdue.

### 4. EXPIRY OR TERMINATION OF AGREEMENT

- 4.1. The prevailing MRC for NRES Connections as stipulated in Schedule 15 of the Approved ICO shall immediately apply to all remaining active NRES Connections provisioned under this Agreement upon the expiry or termination of the Agreement.

### 5. RL'S OBLIGATIONS

- 5.1. RL hereby warrants and undertakes that:

5.1.1. The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant End-User) at its own cost to facilitate the NRES Connections. For avoidance of doubt, NLT shall not be liable for any loss suffered by the End-User arising from the NRES Connection; and

5.1.2 The Parties hereby agree that SAP Rebate set out in Schedule 2 of the Approved ICO shall not apply to the Relocation Connections provisioned under this Agreement.

### Ordering Procedures

- 5.2. The RL shall submit the Schedule 2 Requests in accordance with the procedure set out in Schedule 2 of the RL's ICO Agreement, save that each Schedule 2 Request must be submitted under promocode xxxx and indicate the Application Reference ID using the prefix "xxx2XXXXXXX" ("ARI")
- 5.3. In the event that the RL fails to submit under the indicated promocode and indicate the ARI in any Schedule 2 Request in accordance with **paragraph 5.2**, the RL hereby agrees that NLT shall not be liable for any delay in the provision of the NRES Connection, and that the RL shall thereafter be liable for the Monthly Recurring Charge that applies under Schedules 2 and 15 of the RL's ICO Agreement instead of the Reduced MRC in respect of the relevant NRES Connection. For the avoidance of doubt, NLT shall not be liable for breach of the Agreement or for any losses incurred by the RL in the event that any error or miscalculation is made due to the RL's omission or failure to accurately or correctly indicate the ARI in accordance with paragraph 5.2.

## **6. FEES & CHARGES**

- 6.1. The fees set out in **Annex 2** herein shall apply for all NRES Connections provided by NLT pursuant to this Agreement, unless expressly stated otherwise. In the event that any charges for Services related to the provision of NRES Connections are not stipulated in **Annex 2**, the charges for such Services in relation to the NRES Connections (under Schedule 2 of the Approved ICO), as set out in Schedule 15 of the Approved ICO, shall apply.
- 6.2. The fees set out in Annex 2 and herein shall be valid until the occurrence of the earlier of the following events:
  - 6.2.1. the expiration of the Term of the Agreement, with the option for the parties to extend the Agreement for such further duration and on such terms and conditions as may be mutually agreed between the Parties; or
  - 6.2.2. until such time the Authority reviews the scope and prices of the Services offered by NLT pursuant to the terms of the Approved ICO. In the event there is any change to such scope and prices that affects the fees set out in **Annex 2** and herein, NLT shall notify the RL in writing, upon which NLT shall have no obligation to provide any further NRES Connections 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. APPLICATION OF OTHER REBATE AGREEMENTS**

- 7.1. A NRES Connection that enjoys the Bid Rebate under this Agreement shall not be regarded as a 'Qualifying Connection' under the Schedule 2 Rebate CAs, or a 'SME Connection' under the SME Tariff Agreement at any time. For the avoidance of doubt, RL shall not benefit from the rebates paid out under this Agreement, the Schedule 2 Rebate CAs or the SME Tariff Agreement in respect of any NRES Connection at any time.
- 7.2. In the event that a NRES Connection has also been counted as a Qualifying Connection under the Schedule 2 Rebate CAs and/or a SME Connection under the SME Tariff Agreement for any reason whatsoever, including an error on NLT's part, NLT shall be entitled to make the necessary adjustments to the rebate payable to the RL under the Schedule 2 Rebate CAs and/or the SME Tariff Agreement.

## 8. REPORTS AND RECORD-KEEPING

- 8.1. The RL shall maintain accurate records of all matters relating to the NRES Connections provided under this Agreement, and shall upon request by NLT, submit supporting evidence showing that:
  - 8.1.1. the NRES Connections are used only for purposes directly related to this Agreement; and
  - 8.1.2. all End-Users to whom services using the NRES Connections are provided have utilised such services in such manner and for the benefit of such parties.

## 9. MISCELLANEOUS

- 9.1. The RL shall obtain all necessary approvals, permits and consents (including approvals from the relevant building manager) at its own cost to facilitate NLT's access to all necessary areas within the relevant Building, and all works relating to the Connections (including but not limited to any subsequent repair, replacement or upgrade to any equipment or facility forming part of the NRES Connections).
- 9.2. Upon termination of an active NRES Connection at any time, the RL shall arrange for the removal of the TP or any party of the Network as currently installed, and shall bear the charges relating to any reinstatement work to be performed by NLT in relation to the removal at the RL's request as specified in Annex 2. For the avoidance of doubt, this paragraph shall survive the expiration or earlier termination of this Agreement.
- 9.3. All ducts and manholes through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. Wherever possible, NLT shall use its existing ducts and manholes to fulfil a Request. Where, in NLT's sole opinion, NLT's existing ducts and/or manholes are unable to fulfil a Request, NLT shall in its sole discretion determine whether the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes.
  - (a) In the event that NLT in its sole discretion determines that the Request may be fulfilled by the digging, trenching, construction and installation of new ducts and/or manholes, NLT shall notify the RL of the same. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, NLT shall dig, trench, construct and install such new ducts and/or manholes as NLT in its sole discretion deems necessary to fulfil the Request, and shall further be entitled to charge the RL for all works undertaken and all costs and expenses incurred in this relation to such new ducts and/or manholes. For the avoidance of doubt, such new ducts and/or manholes shall belong to NLT.
  - (b) In the event that NLT in its sole discretion determines that new ducts and/or manholes cannot be dug, trenched, constructed and/or installed to fulfil the Request, NLT shall notify the RL that NLT will require the assignment and/or transfer of the RL's existing ducts and/or manholes to fulfil the Request. Upon the RL's confirmation that NLT should nonetheless fulfil the Request, Parties shall negotiate in good faith for the said assignment and/or transfer of the RL's existing ducts and/or manholes and effect the same by entering into an agreement which shall include the following terms:
    - (i) The ducts and/or manholes to be assigned and/or transferred to NLT free and clear of any and all encumbrances;
    - (ii) The price payable by NLT to the RL for the said ducts and/or manholes;

- (iii) That the RL warrants that the relevant ducts and/or manholes are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage; and
- (iv) That the RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant ducts and/or manholes in the name and in favour of NLT.

For the avoidance of doubt, there shall be separate agreements for each Request that needs to be fulfilled by the assignment and/or transfer of the RL's existing ducts and manholes.

- 9.4. The rights and remedies if NLT provided in this Agreement are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).
- 9.5. 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), **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 8.1, 9.2 and 9.4** of this **Annex 1**.

**ANNEX 2****CHARGES**

The charges payable by the Requesting Licensee for the NRES Connections are set out below and shall be valid for a period of Five (5) years from the Commencement Date of the Customised Agreement, subject to paragraph 6 in **Annex 1**. For the avoidance of doubt, all charges applicable to NRES Connections under the Approved ICO shall apply unless specifically provided for otherwise below.

| S/N                                                                                               | Description of Charges                                                                                               | Type of Connection                                                                                                               | Number of Connections to be Ordered (subject to RL’s compliance with paragraph 1 and 3 of Annex 1) | Charges (subject to RL’s compliance with paragraph 3 of Annex 1) (Excluding GST)                                                                       |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                                                                                 | Bid Rebate<br>Applicable for thirty-six (36) months                                                                  | NRES Connection                                                                                                                  | At least 1000                                                                                      | \$20 per NRES Connection                                                                                                                               |
| 2                                                                                                 | Reduced Monthly Recurring Charge (“ <b>Reduced MRC</b> ”) (after Bid Rebate) (Applicable for thirty-six (36) months) | NRES Connection                                                                                                                  | At least 1000                                                                                      | \$35 per NRES Connection                                                                                                                               |
| 3                                                                                                 | One-Time Installation Charge (“ <b>OTC</b> ”)                                                                        | NRES Connection for TP in End-User’s Non-Residential premise                                                                     | At least 1000                                                                                      | \$574 per NRES Connection for TP installed inside the Non-Residential premise                                                                          |
| NRES Connection (Provisioned on 2 <sup>nd</sup> fibre strand using the same fibre infrastructure) |                                                                                                                      | \$300 per NRES Connection for using 2 <sup>nd</sup> fibre strand of the existing TP installed inside the Non-Residential premise |                                                                                                    |                                                                                                                                                        |
|                                                                                                   |                                                                                                                      | NRES connection for TP in Riser on the same floor where the Non-Residential premise is located                                   |                                                                                                    | \$510 per NRES connection for TP installed inside the vertical telecommunication riser on the same floor where the Non-Residential premise is located. |
| 4                                                                                                 | Service Activation Charge                                                                                            | \$56 per NRES Connection                                                                                                         |                                                                                                    |                                                                                                                                                        |

|   |                                                                                                                                                |                                                                                                                         |
|---|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| 5 | Early Termination Charge (" <b>ETC</b> ")                                                                                                      | Reduced MRC for NRES Connection x 36 months minus total Reduced MRC billed in respect of the terminated NRES Connection |
| 6 | Cancellation Charges                                                                                                                           | Same rate as per the respective One-Time Installation Charge (" <b>OTC</b> ")                                           |
| 7 | Removal Charge for Removal of TP and other reinstatement works upon termination of NRES Connection pursuant to paragraph 9.2 of <b>Annex 1</b> | \$574 per NRES Connection for TP installed inside the Non-Residential premise                                           |