

CONFIDENTIAL

Dated [] June 2017

SUPPLEMENTAL CUSTOMISED AGREEMENT

Between

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

and

SINGAPORE TELECOMMUNICATIONS LIMITED

**EXTENSION OF CUSTOMISED AGREEMENT ON SWITCHING OF EXISTING
GPON SERVICE TO XGPON SERVICE AND VICE VERSA FOR RESIDENTIAL
END-USER CONNECTIONS AND BILLING ACCOUNT TRANSFERS**

THIS SUPPLEMENTAL CUSTOMISED AGREEMENT (“AGREEMENT”) is made on [] June 2017.

Between

(1) **NETLINK MANAGEMENT PTE. LTD.** (in its capacity as trustee-manager 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

(2) **SINGAPORE TELECOMMUNICATIONS LIMITED** (Company Registration Number: 199201624D), a company incorporated in Singapore with its registered address at 31 Exeter Road, #01-00 Singapore 239732 (the “**Requesting Licensee**” or “**RL**”).

(collectively, the “Parties”, and each, a “Party”).

WHEREAS:

- (A) The Requesting Licensee and CityNet Infrastructure Management Pte. Ltd. (in its capacity as trustee-manager of NetLink Trust), the then trustee-manager of NetLink Trust, which has since been succeeded by NetLink Management Pte. Ltd., had entered into a Customised Agreement dated 21 July 2016, attached hereto as Annex A (hereinafter referred to as the “CA”), to regulate their respective obligations and responsibilities with regards to requests by the RL to switch existing GPON service to XGPON service, and vice versa, for Residential End-User Connections, as well as billing account transfers from the RL’s Donor Account to the RL’s Recipient Account (as defined in the CA).
- (B) The CA will expire on 16 August 2017. Parties wish to extend the CA for a further one (1) year on the same terms and conditions, save for the amendments expressly set out in this Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Unless otherwise defined, capitalised terms used in this Agreement have the meanings given to them in the CA.
2. The CA shall be extended for a further one (1) year and shall expire on 16 August 2018.
3. The RL shall make payment of a one-time charge to NLT in respect of each requested Connection Change as set out in Annex B. For the avoidance of doubt, the Service Activation Charge shall replace the Administrative and Patching Charge under Clause 2.5 of the CA from the effective date of the Approved ICO modifications by IMDA¹.

¹ Refer to IMDA’s Direction on 8 May 2017 as published on IMDA’s website.

4. The Cancellation Charge that is payable by the RL under Clause 2.8 of the CA shall be as set out in Annex B. The RL will not be required to pay the Service Activation Charge for the Connection Change that is cancelled.

5. Liability of the Trustee-Manager

NETLINK MANAGEMENT PTE. LTD. has assumed all obligations under this Agreement in its capacity as trustee-manager of NetLink Trust and not in its personal capacity and any liability of NetLink Management Pte. Ltd. (in its capacity as trustee-manager 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.

6. Save for the amendments stated in this Agreement, all the other provisions in the CA shall remain unchanged and shall continue in full force and effect.

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-MANAGER
OF NETLINK TRUST)**

Signed by _____)
(Name of Signatory))

for and on behalf of **NETLINK MANAGEMENT**)
PTE. LTD. (IN ITS CAPACITY AS)
TRUSTEE- MANAGER OF NETLINK TRUST))

in the presence of:)

(signature)
Designation:

(signature of witness)
Name of Witness:
Designation:

SINGAPORE TELECOMMUNICATIONS LIMITED

Signed by _____)
(Name of Signatory))

for and on behalf of)
SINGAPORE TELECOMMUNICATIONS LIMITED)

in the presence of:)

(signature)
Designation:

(signature of witness)
Name of Witness:
Designation:

ANNEX A

ANNEX B: CHARGES

1. One-time charge for each requested Connection Change is payable to NLT and will be charged to the Recipient Account as follows:

(a) From 17 August 2017:

Description	One-time charge (S\$) *
Administrative and Patching Charge	\$58

*Excludes GST

(b) From the effective date of the Approved ICO modifications by IMDA²:

Description	One-time charge (S\$) *
Service Activation Charge	\$53

*Excludes GST

2. One-time charge for each requested cancellation of a Connection Change is payable to NLT and will be charged to the Donor Account as follows:

(a) From 17 August 2017:

Description	One-time charge (S\$) *
Cancellation Charge	\$58

*Excludes GST

(b) From the effective date of the Approved ICO modifications by IMDA³:

Description	One-time charge (S\$) *
Cancellation Charge	\$53

*Excludes GST

² Refer to IMDA's Direction on 8 May 2017 as published on IMDA's website.

³ Refer to IMDA's Direction on 8 May 2017 as published on IMDA's website.