

PRIVATE & CONFIDENTIAL

Dated []

BETWEEN

**CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)**

AND

SINGAPORE TELECOMMUNICATIONS LIMITED

CUSTOMISED AGREEMENT

**CONSTRUCTION OF 1-METRE CONNECTION DUCTS [CONFIDENTIAL] THE PROVISION OF
SCHEDULE 3 SERVICE**

**(FOR PURPOSES OF THE SMART NATION PLATFORM PROJECT TENDER – IDA(T)-1313 AND
IDA(T)-1330)**

This CUSTOMISED AGREEMENT is made on [] between:

(A) **CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.** (as Trustee-Manager of NetLink Trust) (Company Registration Number: 201117019K), a company incorporated in Singapore with its registered address at 750E Chai Chee Road, #07-03 Viva Business Park Singapore 469005 (“**NLT**”)

AND

(B) **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 “**RL**” or “**Singtel**”).

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 Development Authority of Singapore (“**IDA**”) under Section 5 of the Telecommunications Act (Cap. 323) (“**Act**”) and is a designated public telecommunication licensee under Section 6 of the Act. NLT operates subject to the authority of and regulation by IDA.
- 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 (as defined below in Clause 1.2.1).
- C. The RL has signed an agreement on terms of the Approved ICO with NLT (“**ICO Agreement**”) and NLT has provided to the RL the said Mandated Services pursuant to the ICO Agreement.
- D. The Parties hereby agree to enter into this Customised Agreement, which is separate from and independent of the ICO Agreement, to regulate Parties’ respective obligations and responsibilities with regard to the construction of 1-metre ducts [**CONFIDENTIAL**] and the provision of services under Schedule 3 (NBAP Connection) of the Approved ICO by NLT for purposes of tenders called and awarded by IDA in relation to the Smart Nation Platform Project (tenders IDA(T)-1313 and IDA(T)-1330).

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;

“**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.

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 IDA webpage <https://www.ida.gov.sg/Policies-and-Regulations/Industry-and-Licensees/Nationwide-Broadband-Network/NetLink-Trust-Interconnection-Offer-2015> 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 annexures are references to the clauses, schedules, recitals and annexures 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 annexures 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 Subject to the RL submitting a request for NBAP Connection pursuant to Schedule 3 of the Approved ICO, upon request made by the RL in accordance with the terms and conditions specified herein, and to the extent set out in the Annex hereto, NLT shall construct 1-metre connection ducts **[CONFIDENTIAL]** ("1m Connection Ducts") and provide and maintain NBAP Connections, for purposes of Phase 1 of the SNP Project.

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 Annex 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 2 years after the date the Authority approves or is deemed to have approved this Agreement.
- 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 Schedule 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).

8. LIMITATION OF LIABILITY

8.1 For avoidance of doubt, Clause 14 of the main body of Part 2 of the Approved ICO shall regulate the liability (whether arising in contract, in tort, under statute or in any other way and whether due to negligence, wilful or deliberate breach, breach of statutory duty or any other cause) of each 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.

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 Schedule 3 (NBAP Connection) and Schedule 15 (Charges)) 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 and agree that they shall, if required by the Authority, amend this Agreement to incorporate any additional or modified Duties Related to the Provision of Mandated Services (as defined in the Code) as required by the Authority during the term of this Agreement.

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.

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-Manager

NLT has assumed all obligations under this Agreement in its capacity as trustee manager of the NetLink Trust and not in its personal capacity and any obligation or liability of the trustee manager under this Agreement is limited to the assets of NetLink Trust over which the trustee manager has recourse and shall not extend to any personal or other assets of the trustee manager or its shareholders, directors, officers or employees.

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

**CITYNET INFRASTRUCTURE MANAGEMENT PTE. LTD.
(AS TRUSTEE-MANAGER OF NETLINK TRUST)**

Signed by _____)
(Name of Signatory))
for and on behalf of **CITYNET INFRASTRUCTURE**)
MANAGEMENT PTE. LTD. (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. BACKGROUND

1. The IDA has called the following tenders for purposes of Phase 1 of the Smart Nation Platform Project (“Phase 1 of **SNP Project**”):
 - a) IDA(T)-1313 (Design, Build, Commission and Operation of IP Core Infrastructure for Infocomm Development Authority); and
 - b) IDA(T)-1330 (Design, Build, Commission, Operations and Maintenance of AG-Box and Infrastructure for Infocomm Development Authority).(collectively referred to as “**Tenders**”)
2. The above Tenders were called in respect of works related to Phase 1 of the SNP Project. Arising from the Tenders, the RL has requested to negotiate a Customised Agreement with NLT pursuant to Section 6 of the Code of Practice for Next Generation National Broadband Network NetCo Interconnection.
3. For purposes of Phase 1 of the SNP Project, Singtel shall make requests to NLT for NBAP Connections [**CONFIDENTIAL**]
4. [**CONFIDENTIAL**]
5. [**CONFIDENTIAL**]
6. The Parties agree that the obligations and rights contained herein shall apply solely in relation to the provision of services [**CONFIDENTIAL**] as specified in the Tenders. For the avoidance of doubt, NLT shall bear no obligation whatsoever to comply with any resulting contract arising from the Tenders to which it is not a party. Any requirements that impact the Tenders must be incorporated into this Agreement or expressly agreed between parties.

7. Notwithstanding that the Parties entered into this Agreement for the sole purpose of supporting Phase 1 of the SNP Project, the Parties acknowledge that NLT has the right, at its sole discretion, to decide whether to make available the arrangement with Singtel agreed under this Agreement, in whole or in part, to any other Requesting Licensees in subsequent phases of the SNP Project.

B. REQUEST BY SINGTEL

8. Singtel shall make requests to NLT for NBAP Connections **[CONFIDENTIAL]** in accordance with the Approved ICO. The number of NBAP Connections requested by Singtel pursuant to this Agreement shall not be less than the actual number of aggregation gateway boxes required pursuant to the IDA's tender IDA(T)-1313.
9. **[CONFIDENTIAL]**
10. Upon Singtel's acceptance of NLT's charges for the construction of the 1m Connection Ducts, NLT will proceed to apply to the Land Transport Authority ("**LTA**") and/or other relevant governmental authorities/agencies, for the requisite approvals/permissions ("**Approvals**") prior to any commencement of work. Construction works will only commence upon receipt of the requisite Approvals. For the avoidance of doubt, should the government authorities/agencies reject NLT's application for works, NLT will inform Singtel that NLT is unable to proceed with Singtel's request for the construction of the 1m Connection Ducts and NLT shall bear no liability in such event.
11. Subject to the requisite Approvals, NLT shall construct the 1m Connection Ducts at specific NLT manholes identified by the IDA under the IDA's tender IDA(T)-1330. NLT shall permit the successful contractor of the IDA's tender IDA(T)-1330 or any government agency appointed by the IDA specifically for IDA's tender IDA(T)-1330 only, to connect the IDA's ducts to the 1m Connection Ducts constructed pursuant to this Agreement.
12. NLT shall own the 1m Connection Ducts constructed pursuant to this Agreement and shall be responsible to provide and maintain the NBAP Connections **[CONFIDENTIAL]**.

C. PRICE AND PAYMENT

13. NLT shall charge and Singtel shall bear the cost listed below for the construction of the 1m Connection Ducts (charges stated are exclusive of GST):

Description	Charges
Construction of 1m Connection Ducts on turf and footway	\$2,313.48
Construction of 1m Connection Ducts on carriageway if Singtel or the successful contractor of the IDA's tender IDA(T)-1330 or any contractor appointed by the IDA performs milling and patching, including painting of traffic lines	\$2,313.48
Construction of 1m Connection Ducts on carriageway if NLT performs milling and patching, including painting of traffic lines	\$5,313.48

14. The following cancellation charges shall be payable to NLT should Singtel request for the works to be aborted:

Description	Charges
In the event that Singtel decides not to proceed with the construction of the 1m Connection Ducts	\$685.69 per application
In the event that LTA rejects application for construction work at the required location	\$850.69 per application

15. For the avoidance of doubt, Singtel shall pay the usual NBAP Connection Monthly Recurring Charges specified in Schedule 15 of the Approved ICO, based on the total number of NBAP Connections terminated **[CONFIDENTIAL]**.