

**PRIVATE & CONFIDENTIAL**

Dated [            ]

BETWEEN

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

AND

**COLT TECHNOLOGY SERVICES PTE. LTD.**

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**CUSTOMISED AGREEMENT**

**CONSTRUCTION OF CONNECTION DUCT AT NETLINK TRUST'S DESIGNATED MANHOLE FOR  
THE PROVISION OF NBAP CONNECTIONS AT BUS STOP SHELTERS**

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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 Viva Business Park Singapore 469005 ("**NLT**")

AND

(B) **COLT TECHNOLOGY SERVICES PTE. LTD.** (Company Registration Number: 201003217K), a company incorporated in Singapore with its registered address at 8 Temasek Boulevard #17-01 Suntec Tower 3, Singapore 038988 (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 (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 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 construction of a connection duct at NetLink Trust's designated manhole in connection with the RL's order for a NBAP Connection under Schedule 3 of the Approved ICO.

**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 2017 issued by the Authority pursuant to section 26(1) of the Act, which came into operation on 7 April 2017, or its successor code of practice, and as may be amended from time to time;

"**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;

"**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 IMDA webpage <https://www.imda.gov.sg/regulations-licensing-and-consultations/frameworks-and-policies/nationwide-broadband-network/netlink-trusts-interconnection-offer-2017> 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 schedules and/or 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 Upon request made by the RL in accordance with the terms and conditions specified in **Annex 1** of this Agreement, and provided that the RL has already submitted an order for a NBAP Connection under Schedule 3 of the Approved ICO, NLT shall construct a one (1) metre connection duct at NLT's designated manhole and NLT shall lay its fibre up to a NBAP Termination Point located at the bus stop shelters listed in **Annex 3** hereto (the "**Customised Service**"). For the avoidance of doubt, the terms and conditions set out in this Agreement and its annexures shall only govern the provision of the Customised Service, and nothing in this Agreement shall affect the parties' rights and obligations under Schedule 3 of the Approved ICO.

## 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 **Annex 1** of this Agreement 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 two (2) years after the date on which 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). 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 NLT to the RL 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, NLT shall not be liable to the RL, 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 the RL and arising from or in connection with this Agreement.
- 8.3 Subject to Clause 8.4, NLT's aggregate liability to the RL for breach of any of NLT's obligations or otherwise arising under this Agreement (including liability for negligence or breach of statutory duty), shall be limited to the total charges paid or payable by the RL under this Agreement 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.

## **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 3, 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.

### 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 the 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. PROCEDURE FOR REQUEST FOR SERVICES

- 1.1. The RL shall request for the Customised Service by completing the application form set out in **Annex 4** (the “**Request**”) and submitting it to NLT via email.
- 1.2. Within one (1) Business Day, NLT will notify the RL of the receipt of its Request and whether the Request has been accepted or rejected by NLT. Where the Request has been rejected, NLT will inform the RL of the reason for its rejection, as follows:
  - (a) The application form is not in the prescribed format; and/or
  - (b) The application form does not contain the required information; and/or
  - (c) The information provided in the application form is incorrect or inaccurate.

NLT shall not reject RL’s request unreasonably and/or for de minimis grounds.

### 2. PRICE AND PAYMENT

The RL shall pay the charges set out in **Annex 2** for the Customised Service.

### 3. SITE SURVEY

- 3.1.1. Where the Request is accepted by NLT, NLT will conduct a site survey jointly with the RL on a mutually-agreed date. The objectives of the joint site survey are to: (i) survey the site and ascertain if construction of the connection duct is feasible; and (ii) survey the relevant manhole and determine where the duct connection is to be positioned.
- 3.2. Within five (5) Business Days after the completion of the joint site survey, NLT will provide the RL with a quotation on the cost of constructing the connection duct, such costs to be based on **Annex 2**. If, however, NLT is of the reasonable view that there are additional costs to be incurred over and above those stipulated in **Annex 2**, NLT shall provide the RL with a separate quote of the additional costs for the RL’s approval.
- 3.3. The RL shall accept the quotation provided by NLT of the total construction cost (including any reasonable additional costs) within twenty (20) Business Days of its receipt of the said quotation. If no response is received from the RL within the aforementioned period, the Request will be deemed cancelled and the Cancellation Charges set out in **Annex 2** shall apply.
- 3.4. NLT will be reasonable in its determination of the feasibility of the construction of the connection duct and the positioning of the connection when carrying out the site survey.

### 4. CONSTRUCTION OF ONE (1) METRE CONNECTION DUCT

- 4.1. Upon receipt of the RL’s written acceptance of the quotation described in paragraph 3.3 above, NLT will proceed to apply to the Land Transport Authority (“**LTA**”) and/or other relevant Government Agencies or third parties for the requisite approvals and/or permissions prior to any commencement of work.

- 4.2. NLT shall commence construction work provided the following conditions are met:
- (a) NLT receives the requisite approval(s) and/or permission(s) from the relevant Government Agencies or third parties, including but not limited to LTA; and
  - (b) Ownership of the duct(s) which shall be connected to the relevant manhole has been transferred to or otherwise vested in NLT, subject to paragraph 5.1 below.
- 4.3. Notwithstanding anything to the contrary in this Agreement, upon commencement of planning and/or construction work, NLT will not accept any cancellation of the Request from the RL.
- 4.4. NLT will use its reasonable endeavours to complete the construction of the connection duct within forty (40) Business Days from the date on which all of the conditions set out in paragraph 4.2 are met. If there is any delay, NLT will inform the RL and provide a reasonable revised timeline. For the avoidance of doubt, NLT shall not be held liable for any liability, claims, damages, expenses, costs, or losses suffered by the RL in the event that:
- (a) the construction of the connection duct is delayed or not approved by LTA, Government Agencies or any third parties;
  - (b) there is any delay in the assignment or transfer of the relevant duct(s) to NLT for any reason whatsoever; and
  - (c) any duct which has been assigned or transferred by the RL under this Agreement is discovered to be deformed, defective or otherwise damaged, and the duct needs to be repaired.

## 5. ADDITIONAL TERMS AND CONDITIONS

- 5.1. Any duct belonging to the RL that connects NLT's designated manhole and the relevant NBAP Termination Point, and/or through which NLT's fibre cables are laid for the purposes of fulfilling the Request, shall belong to NLT. The parties shall effect the assignment or transfer of the relevant duct(s) by entering into separate agreements which shall include the following terms:
- (a) The relevant duct(s) shall be assigned or transferred, without consideration, to NLT free and clear of any and all encumbrances;
  - (b) The RL warrants that the relevant duct(s) are in good working condition, and are free from defect, deformity, damage, breakage and/or blockage;
  - (c) The RL shall do and cause to do all such acts, deeds and things for the purpose of assigning or transferring the relevant duct(s) in the name and in favour of NLT; and
  - (d) The RL shall bear all costs related to the assignment or transfer of the relevant duct(s) to NLT.
- 5.2. 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).

**ANNEX 2****CONSTRUCTION OF CONNECTION DUCT  
AT NETLINK TRUST'S DESIGNATED MANHOLE****1. Description**

To support the end-to-end connection of a designated NBAP or AG box deployment, NetLink Trust ("**NLT**") will construct one (1) metre connection duct from the last manhole. The RL will be required to construct a connection duct to connect to NLT's one (1) metre connection duct pursuant to the relevant Customised Agreement at the RL's own cost.

**2. Charges and Payment****2.1 Connection Duct Charges:** To recover costs incurred for the construction work

<b>S/N</b>	<b>Description of Charges</b>	<b>Price (SGD) excludes GST</b>
<b>1.</b>	<b>Connection duct in turf and in footway</b> Application charge Construction of connection duct NLT's Personnel's to survey the manhole Contractor cost for survey of the manhole LTA Application Fee Processing cost for physical access to NLT's manhole	\$88.21/application \$1,449.00/metre \$257.58/site \$339.90/site \$165.00/application \$13.79/access
	<b>Total</b>	<b>\$2,313.48</b>
<b>2.</b>	<b>Additional charges for connection duct in carriageway</b> Mill and patch including painting of traffic lines	<b>\$3,000.00</b>

**2.2 Cancellation Charges:** In the event that the RL cancels its Request before the ready-for-service date, the RL shall be liable to pay all incidental costs and/or expenses which are reasonably incurred by NLT in connection with the cancelled Request, such costs and/or expenses to be recovered on a Cost-Oriented Basis.

<b>S/N</b>	<b>Description of Cancellation Charges</b>	<b>Price (SGD) excludes GST</b>
<b>1.</b>	<b>Cancellation charges payable prior to commencement of site survey under the following circumstances:</b> a. Withdrawal of Request by RL; and b. Rejection of Request by NLT.	<b>\$88.21/application</b>

S/N	Description of Cancellation Charges	Price (SGD) exclude GST
2.	<b>Cancellation charges payable after commencement of site survey under the following circumstances:</b> <ol style="list-style-type: none"> <li>a. RL fails to attend the joint site survey which has been arranged and does not notify NLT before 12 noon 1 Business Day before the survey,</li> <li>b. RL does not agree to proceed with the construction of the 1 metre connection duct after issuance of the quotation of the construction cost by NLT, or</li> <li>c. RL does not respond to the quotation of the construction cost issued by NLT within 20 Business Days, and the Request is deemed rejected by NLT.</li> </ol>	<b>\$685.69/application</b>
3.	<b>Cancellation charges payable if LTA has rejected the construction work at the required location</b>	<b>\$850.69/application</b>

NetLink Trust will issue an invoice for payment to RL after construction for the connection is completed.

RL shall make full payment to NetLink Trust within thirty (30) business days from the date of NetLink Trust's invoice. As per clause 3.2 of Schedule 16 of the Approved ICO, interest shall accrue on that overdue sum at a fluctuating rate per annum (as determined the by Invoicing Party, NetLink Trust) equal to the sum of six (6%) percent and the arithmetic mean of the respective Prime Lending Rates of the Development Bank of Singapore Limited, Overseas Chinese Banking Corporation Limited and United Overseas Bank Limited prevailing from time to time during the period. Where interest in respect of any due and unpaid amount is due to the Invoicing Party, the Invoicing Party may add the amount of such interest to its next Invoice.

**ANNEX 3****BUS STOP SHELTERS LIST**

<b>S/No</b>	<b>Bus Stop Shelter Location</b>
1	Orchard Road Midpoint Orchard B10
2	Orchard Road Heeren B12
3	Orchard Road Lucky Plaza B14
4	Orchard Road Thai Embassy B18
5	Orchard Road Delfi B20
6	Scotts Road Far East Plaza B06
7	Scotts Road Royal Plaza B07
8	Anson Road B03
9	Fullerton Road B01
10	Maxwell Road B01
11	Tanglin Road B01
12	Scotts Road B05
13	Marina Boulevard B01
14	Orchard Road Tangs B16
15	Lavender Street B01
16	North Bridge Road B01
17	Lavender Street B02

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**ANNEX 4**

**REQUEST FORM**

**Construction of Connection Duct at NetLink Trust's Designated Manhole Request Form**

**Date of request:** \_\_\_\_\_ **Requesting Licensee's reference number:** \_\_\_\_\_

**NetLink Trust Reference number:** \_\_\_\_\_

**Purpose of the request**

(Please state the required end-to-end connection for the required NBAP or AG Box)

\_\_\_\_\_  
\_\_\_\_\_

**Location:**

(Please attach location map and indicate NBAP point on map)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Lead-in Manhole Number:** \_\_\_\_\_

**Number of connection duct required:** \_\_\_\_\_

**End-user's Details**

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Contact number:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

**Requesting Licensee (for billing purpose)**

Company Name: \_\_\_\_\_

Customer's Account Number: \_\_\_\_\_

Name of Requestor: \_\_\_\_\_

Designation: \_\_\_\_\_

Department: \_\_\_\_\_

Contact number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

<b>Signature</b>	<b>Stamp</b>
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<b>For NetLink Trust's Official Use</b>	
Remarks:	