

**CONFIDENTIAL**

Dated [     ] October 2018

**SUPPLEMENTAL CUSTOMISED AGREEMENT**

Between

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

and

**M1 LIMITED**

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**EXTENSION OF SCHEDULE 2 NON-RESIDENTIAL END-USER  
CONNECTION TO THE TELSTRA DATA CENTRE LOCATED AT 110  
PAYA LEBAR ROAD SINGAPORE 409009**

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**THIS SUPPLEMENTAL CUSTOMISED AGREEMENT (“AGREEMENT”)** is made on [     ] October 2018.

Between

(1) **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

(2) **M1 LIMITED** (Company Registration Number: **199206031W**), a company incorporated in Singapore with its registered address at 10 International Business Park, Singapore 609928 (“**Requesting Licensee**”)

(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., entered into a Customised Agreement dated 3 November 2015 (hereinafter referred to as the “**CA**”) to regulate the Parties’ respective obligations and responsibilities with regards to the provision of Schedule 2 Non-Residential End-User Connection to the Telstra Data Centre. The Requesting Licensee and NLT subsequently signed a Supplemental Customised Agreement on 16 November 2016, and again on 7 November 2017, for the purpose of extending the term of the Customised Agreement for a further 1-year period each time.
- (B) The CA will expire on 16 November 2018. 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 November 2019, unless further renewed as agreed in writing between the Parties.
3. Clause 7.7 of the CA shall be deleted in its entirety and replaced with the following:

*“7.7 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.”*

4. 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.
5. Where approval is required from the Info-communications Media Development Authority of Singapore (“**IMDA**”) for the extension of the CA, such extension shall be subject to and conditional upon approval of the IMDA and the acceptance by the Parties of any terms and conditions that may be imposed by IMDA.

