

**CONFIDENTIAL**

Dated [        ] 2018

## **SUPPLEMENTAL CUSTOMISED AGREEMENT**

Between

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

and

**MYREPUBLIC LIMITED**

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**EXTENSION OF CUSTOMISED AGREEMENT ON  
DATA CENTRE SURCHARGE**

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**THIS SUPPLEMENTAL CUSTOMISED AGREEMENT (“AGREEMENT”)** is made on [ ] 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 office at 750E Chai Chee Road, #07-03, Viva Business Park, Singapore 469005 (“**NLT**”)

and

(2) **MyRepublic Limited** (Company Registration Number: 201117683C), a company incorporated in Singapore with its registered address at 11 Lorong 3 Toa Payoh Jackson Square Block B #04-11/15 Singapore 319579 (“**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 (“**CityNet**”), entered into a Customised Agreement dated 3 May 2016 (hereinafter referred to as the “**CA**”), attached hereto as ANNEX A, which sets out the Parties’ respective obligations and responsibilities with regards to the implementation of the Data Centre Surcharge.
- (B) On 13 April 2017, NetLink Management Pte. Ltd. succeeded CityNet as trustee-manager of NetLink Trust. The Parties entered into a Supplemental Customised Agreement on 3 May 2017 to extend the term of the CA (the “**First Supplemental CA**”).
- (C) The Parties now wish to renew the CA for a further period of one (1) year expiring on 2 May 2019 on the same terms and conditions.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. The Parties hereby agree that the CA shall be renewed for a further period of one (1) year commencing upon the expiry of the First Supplemental CA and ending on 2 May 2019.
- 2. Unless otherwise defined, capitalised terms used in this Supplemental Agreement shall have the meanings given to them in the CA.
- 3. Clause 6.7 of the CA shall be replaced with the following:

*“6.7 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.”*

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



# ANNEX A