

DATED THE 21st DAY OF AUGUST 2025

Among

**NUCLEUS CONNECT PTE. LTD.**

**STARHUB LTD**

and

**SINGAPORE TELECOMMUNICATIONS LIMITED**

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**NOVATION AGREEMENT**

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**THIS NOVATION AGREEMENT** (this "**Agreement**") is made on 21 AUGUST 2025

**AMONG:**

- (1) **NUCLEUS CONNECT PTE. LTD.** (Company Registration Number: 200906560W), a company incorporated in Singapore and having its registered office at 67 Ubi Avenue 1, #03-01, StarHub Green, Singapore 408942 ("**Nucleus Connect**");
- (2) **STARHUB LTD** (Company Registration Number: 199802208C), a company incorporated in Singapore and having its registered office at 67 Ubi Avenue 1, #03-01, StarHub Green, Singapore 408942 ("**StarHub**"); and
- (3) **SINGAPORE TELECOMMUNICATIONS LIMITED** (Company Registration Number: 199201624D), a company incorporated in Singapore and having its registered office at 10 Eunos Road 8, #07-31, Singapore Post Centre, Singapore 408600 (the "**Contracting QP**");

(collectively, the "**Parties**" and each, a "**Party**").

**WHEREAS:**

- (A) Pursuant to the Interconnection Offer Agreement entered into between Nucleus Connect and the Contracting QP on or about 4 June 2010 (as amended and supplemented from time to time) (the "**ICO Agreement**"), the Contracting QP has engaged Nucleus Connect to provide certain mandated services.
- (B) The Parties wish to novate the ICO Agreement such that, with effect from the Effective Date (as defined below), StarHub shall assume all rights, obligations and liabilities of Nucleus Connect under the ICO Agreement subject to the terms and conditions of this Agreement.
- (C) The novation is being effected pursuant to the DECISION AND EXPLANATORY MEMORANDUM ISSUED BY THE INFOCOMM MEDIA DEVELOPMENT AUTHORITY (IMDA) ON INTEGRATION OF NUCLEUS CONNECT PTE LTD WITH STARHUB LTD AND REGULATORY APPROACH FOR THE NATIONWIDE BROADBAND NETWORK OPERATING COMPANY dated 29 February 2024 (the "**IMDA Decision**") and is subject to the requirements stated thereunder.

**IN CONSIDERATION OF THE MUTUAL COVENANTS, UNDERTAKINGS AND AGREEMENTS SET OUT HEREIN, NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement, unless the context requires otherwise:

"**Communication**" has the meaning ascribed to it in Clause 4.8;

"**Effective Date**" has the meaning ascribed to it in Clause 2.1;

"**ICO Agreement**" has the meaning ascribed to it in Recital (A);



**"Liabilities"** means all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed and whether owed or incurred severally or jointly and as principal or surety or howsoever, and **"Liability"** means any one of them;

**"Pro Rata Pre-Paid Amount"** has the meaning ascribed to it in Clause 2.2;

**"SIAC"** has the meaning ascribed to it in Clause 5.2; and

**"SIAC Rules"** has the meaning ascribed to it in Clause 5.2.

1.2 In this Agreement, a reference to:

- (a) a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this Agreement and shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced;
- (b) **"this Agreement"** shall include all amendments, additions, and variations hereto agreed between the Parties from time to time;
- (c) **"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, any governmental, administrative or regulatory authority or agency (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;
- (d) **"written"** and **"in writing"** include any means of visible reproduction;
- (e) **"Recitals"**, **"Clauses"**, and **"Schedules"** are to the recitals, clauses of, and the schedules to, this Agreement (unless the context otherwise requires); and
- (f) **"include"** or **"including"** shall be deemed to be followed by the words **"but not limited to"** and where an expression is qualified by one or more examples preceded by the word **"including"**, it shall not limit the general scope of that expression.

1.3 Unless the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing a specific gender shall include all other genders (male, female or neuter) as appropriate.

1.4 The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.



## 2. NOVATION

2.1 The Parties hereby agree that with effect from 6 January 2025 (the "**Effective Date**"):

- (a) StarHub shall take over and assume all of the obligations and rights of Nucleus Connect under or in connection with the ICO Agreement and shall comply with all applicable requirements set out in the IMDA Decision;
- (b) StarHub shall, and undertakes to, perform all obligations and discharge all liabilities whatsoever from time to time to be performed or discharged by Nucleus Connect under or in connection with the ICO Agreement, and shall, and agrees to, be bound by the terms of the ICO Agreement in every way as if StarHub were the original party to the ICO Agreement in place of Nucleus Connect;
- (c) all references to Nucleus Connect in the ICO Agreement shall be read and construed as references to StarHub;
- (d) the Contracting QP shall acknowledge the rights and accept the liability of StarHub under or in connection with the ICO Agreement in lieu of the rights and liability of Nucleus Connect;
- (e) each of Nucleus Connect and the Contracting QP shall release and discharge the other from all future liabilities, obligations, claims and demands whatsoever in relation to the ICO Agreement arising on or after the Effective Date; and
- (f) nothing in this Agreement shall release and discharge Nucleus Connect and the Contracting QP in respect of any and all actions, proceedings, demands, claims, liabilities, damages, costs and expenses whatsoever in relation to the ICO Agreement, which have accrued up to but not including the Effective Date.

2.2 As soon as possible after the Effective Date, Nucleus Connect shall pay to StarHub the *pro rata* amount of the fees received or to be received by Nucleus Connect from the Contracting QP in respect of ongoing services to be provided to the Contracting QP under the ICO Agreement for the period on or after the Effective Date (the "**Pro Rata Pre-Paid Amount**"). StarHub acknowledges and agrees that any payment by the Contracting QP to Nucleus Connect of the Pro Rata Pre-Paid Amount, whether this occurs prior to, on or after the Effective Date, shall be deemed payment by the Contracting QP to StarHub.

## 3. REPRESENTATION AND WARRANTIES

Each Party represents and warrants to the other Parties that:

- (a) it is a company duly incorporated and validly existing under its laws of incorporation;
- (b) it has full power and authority to enter into and perform all its obligations under this Agreement; and
- (c) the entry into and performance by it of this Agreement does not and will not result in a breach of, or constitute any default under, any law or regulation, any order, judgment or decree by any court or governmental agency to which it is a party or by which it is



bound, any provision of its constitutional documents, or any agreement to which it is a party.

#### 4. **MISCELLANEOUS PROVISIONS**

##### 4.1 **Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the Parties in connection with the novation of the ICO Agreement and supersedes all previous agreements, arrangements and undertakings between the Parties in respect of this subject matter.

##### 4.2 **No Variation**

The provisions of this Agreement (or any document entered into pursuant to this Agreement) shall not be varied otherwise than by agreement in writing executed by or on behalf of each of the Parties.

##### 4.3 **Assignment**

No Party shall (nor shall it purport to) assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare or dispose of any right or interest in it without the prior written consent of the other Parties.

##### 4.4 **Costs**

Each of the Parties shall pay its own costs and expenses incurred in connection with the negotiation, preparation and implementation of this Agreement.

##### 4.5 **Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart. Delivery of an executed signature page of a counterpart in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement, and if this method is adopted, without prejudice to the validity of this Agreement, each Party shall provide the other Parties with the original of such page as soon as reasonably practicable thereafter.

##### 4.6 **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

##### 4.7 **Further Assurance**

Each Party shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the other Parties may from time to time reasonably require for the purpose of giving to the other Parties the full benefit of all of the provisions of this Agreement.



#### 4.8 Communications

Any notice, demand or other non-routine communication made in connection with this Agreement (the "**Communication**") shall be in writing in the English language and delivered by hand, or sent by prepaid post, registered post, courier using an internationally recognised courier company or electronic mail (provided that any Communication sent by electronic mail shall be followed by hand delivery, prepaid post, registered post or courier).

Each Communication shall be sent to a Party at its physical and/or electronic mailing address stated below (or such other physical and/or electronic mailing address notified by such Party to the other Parties from time to time) and marked for the attention of the person from time to time designated by that Party for the purpose of this Agreement (if any). The initial physical and electronic mailing addresses of the Parties are:

##### **NUCLEUS CONNECT PTE. LTD.**

Address : 67 Ubi Avenue 1  
#03-01 StarHub Green  
Singapore 408942

E-mail Address : yauloong.ow@starhub.com

Attention : Government & Strategic Affairs, with a copy by e-mail to:  
generalcounsel@starhub.com

##### **STARHUB LTD**

Address : 67 Ubi Avenue 1  
#03-01 StarHub Green  
Singapore 408942

E-mail Address : ykseah@starhub.com

Attention : Head, Carrier Sales, Connectivity Service Line, EBG,  
with a copy by e-mail to: generalcounsel@starhub.com

##### **SINGAPORE TELECOMMUNICATIONS LIMITED**

Address : 10 Eunos Road 8  
#07-31 Singapore Post Centre  
Singapore 408600

E-mail Address : g-nii123@singtel.com

Attention : Director (Interconnect)

A Communication made or given by one Party to the other Parties in accordance with this Clause 4.8 shall be effective upon receipt and shall be deemed to have been received:

- (a) if it is delivered by hand, on the day of delivery and upon written acknowledgement of receipt; or



- (b) if it is sent by prepaid post, registered post or courier, within three (3) days for local mail or ten (10) days for overseas mail, of such mailing or dispatch,

and in proving such receipt, it shall be sufficient to show that the envelope containing the notice was duly addressed, stamped and posted or delivered.

For the avoidance of doubt, the timing of delivery of any Communication shall be deemed to be only upon the successful receipt of hand delivery, prepaid post, registered post or courier, whichever is applicable. Any Communication sent by way of electronic mail only, and which is not followed by hand delivery, prepaid post, registered post or courier, shall not be deemed delivered for the purposes of this Clause 4.8.

## 5. GOVERNING LAW AND JURISDICTION

- 5.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.
- 5.2 Any dispute arising out of or in connection with this Agreement or its performance, including without limitation any dispute regarding its existence, validity, termination of rights, obligations or breach by any Party, shall be referred to and finally resolved by arbitration in Singapore. The arbitration shall be administered by the Singapore International Arbitration Centre (the "**SIAC**") in accordance with the Arbitration Rules of the SIAC (the "**SIAC Rules**") for the time being in force. The SIAC Rules are deemed to be incorporated by reference in this Clause 5.2 save to the extent that they are inconsistent with the express terms of this Agreement. The seat of arbitration shall be Singapore and the arbitration shall be conducted in the English language. The arbitral tribunal shall consist of one (1) arbitrator to be mutually agreed by the Parties or, if the Parties are unable to agree within 30 days of any Party providing notice in writing to the other Parties to appoint the arbitrator, to be appointed by the President of the Court of Arbitration of the SIAC.

*SIGNATURES APPEAR ON A SEPARATE PAGE*





