

GENERAL TERMS AND CONDITION FOR THE SUPPLY OF SERVICES

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1 OBJECT

1.1. In consideration of the payment as hereinafter provided, the Contractor shall, upon the terms and conditions hereinafter set out, supply and perform the Services to the Company.

2 DEFINITION

2.1 "Addendum" means any addendum to this Contract agreed upon by the Parties.

2.2 "Company" means Agency for Integrated Care Pte Ltd ("AIC") or any of its subsidiaries, associated or affiliated companies, corporations, joint ventures and partnerships and any entity directly or indirectly controlling or controlled by or under common control with AIC, and includes any officer or other person authorized by the Company to act on its behalf.

2.3 "Contractor" means the party who or which has undertaken to supply and perform the Services.

2.4 "Contract" means this agreement between the Company and the Contractor which would govern the supply and performance of Services by the Contractor to the Company. For the avoidance of doubt, this Contract includes all Schedules and Addendum, as well as any variations and amendments to the Contract made in accordance with the terms of this Contract.

2.5 "Contract Price" means the total price payable to the Contractor under this Contract for the supply and performance of the Services under this Contract.

2.6 "Deliverables" means any items, materials and/or deliverables which results from the performance of the Services and/or which is required to be provided and delivered to the Company under this Contract. For the avoidance of doubt, Deliverables include materials to be provided by the Contractor in connection with the Services from time to time as such materials are developed or updated, as well as copies of publicly available manuals, reports, applicable operational instructions, screen layouts, report formats, any additional specifications and program and system documentation relating to any item comprised within the Services.

2.7 "Delivery Schedule" means the timelines stipulated by the Company for delivering the Services and/or the Deliverables in the Requirement Specifications, and any variations or amendments made in accordance with the terms of this Contract.

2.8 "Party" means the Contractor or the Company and "Parties" means both of them.

2.9 "PDPA" means the Personal Data Protection Act, Act 26 of 2012.

2.10 "Personal Data" shall have the meaning ascribed to it in the PDPA.

2.11 "Premises" means the place of business of the Agency For Integrated Care Pte Ltd as identified in the Requirement Specifications or any other location as may be specified by the Company from time to time.

2.12 "Project Manager" means the Contractor designated personnel that shall be primarily responsible for directing and coordinating all activities in relation to the Contractor's obligations under this Contract. The Project Manager shall also be responsible for contract administration, monitoring of progress, technical personnel training, logistic support, preparation of Deliverables, and operation start-up. The Project Manager shall be deemed to be the Contractor's agent in all dealings with the Company, and all actions of the Project Manager shall be binding on the Contractor.

2.13 "Requirement Specifications" mean:

- the specifications issued by the Company to the Contractor for the purpose of inviting the Contractor to submit its Tender / Quotation for supply and performance of the Services.
- amendments to the above specifications and/or any other specifications as may be mutually agreed in writing between the Parties from time to time.

2.14 "Schedules" means any schedule of this Contract agreed upon by the Parties.

2.15 "Services" means any and all services that the Contractor is required to supply and perform under this

Contract, in accordance with the Requirement Specifications and any service levels or key performance indicators defined under this Contract. For the avoidance of doubt, the performance of Services includes the supply and delivery of Deliverables in accordance with the terms of this Contract.

2.16 "Tender" or "Quotation" means all proposals, quotations and offers submitted by the Contractor to supply and perform the Services.

2.17 References in this Contract to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in this Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.

2.18 The clauses, paragraph, clause headings and marginal notes in this Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Contract.

2.19 References to clauses, schedules and addendums shall be references to Clauses of and the Schedules and Addendums to this Contract. The Schedules and Addendums are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Contract.

2.20 References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.

2.21 Any reference to "day" shall mean a period of twenty-four (24) hours, ending at twelve (12) midnight.

2.22 If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. Where expressed by reference to a person in Singapore, business day means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in Singapore and, where expressed by reference to the jurisdiction of a person other than Singapore, business day means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in the jurisdiction of that person. Any period of time specified to end on a non-business day shall only expire on the next business day.

2.23 References in this Contract to anything which any Party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect, on its own account, or for or through any other person and those which it permits or suffers to be done or not done by any other person.

2.24 For certain Services sought to be procured by the Company, additional terms and conditions may apply. These additional terms and conditions shall be contained in the Schedules attached to this Contract and shall be made a part of this Contract. In the event of a conflict between any of the terms of this Contract and the Schedules, the conflict will be resolved in the following order or priority: (1) the Clauses of this Contract; (2) the Schedules (including any annex, appendix or exhibit attached thereto). Without prejudice to the generality to the foregoing, the following Schedules are attached to this Contract:

Schedule 1 – Additional Terms and Conditions
 Schedule 2 – PDPA Standards

3 SERVICES

3.1. The Contractor shall supply and perform the Services in accordance with the terms and conditions of this Contract, including but not limited to the Requirement Specifications and any applicable service levels or performance indicators defined under this Contract, and at the Contract Price.

3.2. The Contractor represents and warrants that:

- the Contractor's employees, agents or subcontractors assigned to perform the Services and/or deliver the Deliverables have the necessary skill, expertise and experience;
- the Services will be performed in a proper, professional, efficient and timely manner;
- the Services will conform to the quality standards generally observed in the industry for similar services

(including any standard prescribed in the relevant sections of the Requirement Specifications) and will be provided with all reasonable skill and care;

- (d) that the Contractor shall observe and comply with, and shall procure that its employees, agents and subcontractors observe and comply with, all statutory and other relevant rules and regulations relating to health, safety and security, applicable at the relevant Premises;
- (e) at the date of commencement of this Contract the Contractor has obtained and will maintain for the duration of this Contract all permits, licenses and consents necessary for the Contractor to perform the Services.

3.3 If during the course of this Contract, the Contractor is aware of any improvement or enhancement to or more efficient manner of providing services to achieve the Company's objective in this Contract, the Contractor shall notify the Company and the Company shall have the option to require that the Contractor perform the Services in accordance with such improved, enhanced or more efficient manner at the same price or lower. Where the cost of performing the Services has been lowered due to the improvements, enhancements or better efficiency, the Contractor shall be obliged to perform the Services at the lower price. In the event of any disagreement, the Company shall, at its sole discretion, determine whether the cost of providing the Services has been lowered as a result of the improvement or enhancement, and such determination shall be final and binding.

3.4 In the event of any discrepancy, error or omission on the part of the Company in this Contract, the tender conditions or the Requirement Specifications, the Company shall resolve the discrepancy, error or omission and such resolution shall be final and binding. There shall be no increase in the price payable to the Contractor, unless such resolution by the Company results in additional Services being furnished by the Contractor.

3.5 In the event of any discrepancy, error or omission on the part of the Contractor in his tender, the Contractor shall resolve the discrepancy, error or omission to the satisfaction of the Company and there shall be no increase in the price payable to the Contractor.

4 CONTRACT PRICE

4.1 The Contract Price shall represent the total cost to the Company (excluding) Goods and Service Tax ("GST") for the supply and performance of all Services. The Contract Price shall, where applicable include:

- (a) all transport, lifting, packing, freight, handling, delivery, insurance, taxes, royalties, duties, etc.;
- (b) the cost of all materials and/or equipment, inclusive of all accessories, whether explicitly or separately specified or not, which are necessary for the performance of the Services;
- (c) the cost of all manpower, including but not limited to the Contractor's employees, agents and subcontractors, which is necessary for the performance of the Services;
- (d) the cost of making good and/or replacement of any damaged building structures, etc., damaged during the supply and performance of the Services and any obvious work to which express reference has not been made;
- (e) warranty as specified at Clause 14.

(Note: A GST-registered company is required to indicate the amount of GST payable separately.)

4.2 The Contract Price shall not be subject to change unless expressly provided for in this Contract.

5 PERFORMANCE OF THE SERVICES

5.1 Time for supply and performance of the Services is of the essence in this Contract. The Contractor shall perform the Services and complete the delivery of the Deliverables in accordance with the Delivery Schedule.

5.2 The Company reserves the right, at its discretion, to vary the Delivery Schedule at no cost to the Company if notification is given two (2) months in advance by the Company to the Contractor, provided that the dates stipulated in the Delivery Schedule may be brought forward ahead of schedule only upon the mutual agreement of both the Company and the Contractor.

5.3 Performance of the Services, including but not limited to the delivery of the Deliverables, must be complete. The Company has no obligation to pay the Contract Price or any part thereof if the Contractor fails to completely

perform the Services in accordance with the terms of this Contract.

5.4 In the event the Contractor fails to perform the Services in accordance with the Delivery Schedule (other than as a result of events of force majeure), the Company shall, in addition to any other remedies which it may have under this Contract or otherwise, have the right, at its option:

- (a) to terminate this Contract pursuant to Clause 17 and obtain the same from other source(s) and all increased costs incurred thereby shall be deducted from any monies due to or become due to the Contractor under this Contract or shall be recoverable as damages; or
- (b) to require the Contractor to pay or to deduct, as and for liquidated damages (and not as a penalty)
 - (i) in relation to annually recurring Services, a sum to be calculated at the rate of one-half per cent (1/2%) of the total price payable to the Contractor for the Services under this Contract ("Total Managed Services Price"), for each day which may elapse between the date of performance of the Services specified in this Contract and the actual date of performance, subject to a minimum of \$500 and a maximum of ten per cent (10%) of the Total Managed Services Price; or
 - (ii) in relation to any one-time Service to be performed under the Contract, a sum to be calculated at the rate of one-half per cent (1/2%) of the total price payable by the Company for such Service ("One-time Service Price"), for each day which may elapse between the date of performance of the Service specified in this Contract and the actual date of performance, subject to a minimum of \$500 and a maximum of ten per cent (10%) of the price of the one-time Service,

Provided that the total liquidated damages that may be imposed by the Company under this Contract shall not exceed ten per cent (10%) of the Contract Price.

5.5 Where the Contractor has failed to comply with his obligation under this Contract after the elapse of the period for which the maximum amount of total liquidated damages is payable, the Company shall have the right to terminate this Contract forthwith (notwithstanding Clause 17), without compensation to the Contractor, and without being liable to the Contractor in damages, and the Company shall have the option of requiring the Contractor to indemnify the Company for any loss, expense or damage suffered or incurred by the Company in accordance with Clause 8 or to pay the maximum liquidated damages payable under Clause 5.4.

6 COMPLIANCE WITH LAWS

6.1 It shall be the responsibility of the Contractor to ensure (and furnish evidence if requested by the Company) that the performance of the Services in comply with all relevant, Singapore laws and International Standards and Code of Practice currently in force.

6.2 Without prejudice to the generality of the foregoing, Contractor shall ensure that it has, in relation to all Personal Data obtained and/or collected by it under this Contract in connection with its obligations under this Contract, fully complied with all requirements of the PDPA.

7 PROJECTED REQUIREMENTS

7.1 If the frequency and extent of any Services or total quantities of Deliverables to be supplied by the Contractor during the period of the Contract are not specified in this Contract or stated to be merely estimated, the Company shall be under no obligation to purchase any such Services. Any projection of requirements (whether the projection is indicated to be an estimate) which may have been given to the Contractor in the course of inviting Tenders / Quotations shall be deemed to be approximate only and merely for the information of the Contractor.

8 INDEMNITY

8.1 The Contractor shall indemnify, defend and hold harmless the Company, its servants and agents against all or any liability, claim, expenses (including court costs and fees of solicitors (on a full indemnity basis) and that of other professionals) or loss in respect of damage to any property or personal injury to or death of any person due to the **act, default, omission or negligence** of the Contractor, its servants or agents arising out of or in the course of the performance of this Contract PROVIDED THAT the Company promptly notifies the Contractor in writing of any such claim. The Contractor may not enter into any settlement, agreement, arrangement or compromise that would have a material or adverse effect on the Company without the Company's prior written consent. The Company shall co-operate with the Contractor, at the Contractor's expense, in defending or settling such claim(s) and the Company may join in defense with counsel of its own choice at its own cost or

expense.

- 8.2 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such subcontractor of the Contractor for any personal injury and/or death suffered in connection with the performance of this Contract including but not limited to payment under the Workmen's Compensation Act (Cap. 354) and for any costs, charges or expenses incurred in respect thereof.
- 8.3 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any claims, costs, charges and expenses whatsoever incurred by the Company, its servants, agents, employees, officers and departments in respect of any claims by any person(s) whatsoever (including but not limited to any patient or visitor) arising out of or connected to or contributed to by any breach or non-performance of this Contract by the Contractor.
- 8.4 The Contractor shall indemnify Company, its servants, agents, employees, officers and departments in full against any loss, damage, claims, demands, fines, penalty, expenses, costs (including legal fees) and legal proceedings ("Claims") that Company may suffer or incur as a result of Contractor's failure to comply with the provisions relating to Personal Data contained in this Contract and/or Contractor's breach or infringement (in respect of the Personal Data) of any data protection or privacy laws in any relevant jurisdictions including without limitation any similar laws that may be enacted or in existence, from time to time, in Singapore. Parties further agree that any unauthorised processing of Personal Data by Contractor may cause immediate and irreparable harm to Company for which money damages may not constitute an adequate remedy. Parties agree that the Company may seek and is entitled to injunctive relief against the Contractor in such cases.

9 SECURITY PASS AND WORK PERMIT

- 9.1 All employees deployed by the Contractor to carry out works in the Premises including contract workers, supervisors etc. must obtain and display the Company's security pass while in the Premises. In the event foreign workers are deployed, it shall be the Contractor's responsibility to ensure that such foreign workers have valid work permits and the Contractor is to provide the Company with a comprehensive list of these workers and copies of their recent photographs and valid work permits. This list shall be forthwith updated in the event of changes in the deployment of foreign workers.
- 9.2 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any monetary penalty, claim, costs, charges and expenses incurred or imposed by any Court arising out of any breach of Clause 9.1 above or any contravention of any provisions of employment laws in Singapore, including without limitation the Employment of Foreign Manpower Act (Cap. 91A) and any regulations made thereunder.

10 CONTRACTOR'S RELATIONSHIP WITH ITS EMPLOYEES

- 10.1 The Contractor is required to adopt the Tripartite Guidelines on Fair Employment Practices as advised by Tripartite Alliance for Fair Employment Practices and to ensure workers are accorded the terms and conditions as stipulated under the Employment Act. In addition, workers are to be given a set of their employment contract stating clearly the working hours, the remuneration, the benefits etc as recommended by the Tripartite Guide on Responsible Outsourcing.

11 ADEQUACY OF SERVICES

- 11.1 Notwithstanding any approval (whether verbally or in writing) given by the Company to any of the Contractor's proposals, designs and technical specifications relating to the Services and the performance of the Services, the Contractor agrees and declares that it shall remain solely responsible for the adequacy and quality of the Services.
- 11.2 The Contractor shall utilize optimum and cost effective methods in the performance of the Services.
- 11.3 In the event of any inadequacy in the Services, the Contractor shall, rectify immediately such inadequacy at the Contractor's own expense.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 All the benefit, right, title and interest, including all copyright and other intellectual property rights, in and to the Deliverables and all ideas, discoveries, inventions, know-how, developments, improvements and enhancements conceived, designed, generated or developed by or on behalf of the Contractor in the course of providing the Services or Deliverables (collectively the "**Foreground IPR**") shall belong solely to Company. To the extent the

complete ownership of any Foreground IPR does not vest in the Company by operation of law, the Contractor hereby irrevocably and exclusively assigns, transfers and conveys, and shall if necessary procure the assignment, transfer and conveyance of Foreground IPR to the Company; and the Contractor acknowledges that it shall not retain or allow any third party to retain, without the consent of the Company, any Foreground IPR.

- 12.2 The Contractor shall not disclose, release or sell to any persons or otherwise deal with the Foreground IPR in any manner whatsoever, without the authorisation of the Company.
- 12.3 Nothing in this Contract shall affect either Party's ownership of any intellectual property rights created prior to or independently of this Contract ("Background IPR").
- 12.4 In relation to Background IPR owned by the Contractor which is provided by the Contractor under this Contract, the Contractor hereby grants to the Company a non-exclusive, transferable, perpetual, irrevocable, fully paid-up right and licence with no geographical restrictions to (whether by itself or on its behalf) copy, use, distribute and communicate to third parties all Background IPR necessary for the purposes intended under this Contract, including the use and exercise of the Foreground IPR in any manner whatsoever. For the avoidance of doubt, the Contractor agrees that the licence hereby granted shall continue and remain in force notwithstanding the absence or any cessation of the Services.
- 12.5 In relation to Background IPR (including any software and related documentation) which is not owned by the Contractor ("Non-Contractor Background IPR") but which is incorporated into the performance of the Services and/or the development or creation of the Deliverables, the Contractor shall grant to or procure for the Company, a licence for such Non-Contractor Background IPR on terms substantially similar to Clause 12.4 above.

13 REMEDIES FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ROYALTIES

- 13.1 All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copyrights and trade marks used or required to be used in respect of the Services shall deemed to be included in the Contract Price.
- 13.2 The Contractor shall fully indemnify, defend and hold harmless the Company, its servants and agents against all or any liability, claim, expenses (including court costs and fees of solicitors (on a full indemnity basis) and that of other professionals), or loss arising out of, in relation to or by reason of a claim of infringement of any third party's intellectual property rights in connection with the Services or Deliverables or any part thereof.
- 13.3 In the event that any such infringement occurs or may occur, without prejudice to any other rights of the Company, the Contractor shall at his own expense:
 - (a) procure for the Company the right to continue accepting, possessing, purchasing, enjoying and/or using the Services and the Deliverables, or
 - (b) modify the Services and/or Deliverables so that the same becomes non-infringing without affecting its functionality, quality, capability and/or performance, or
 - (c) replace the relevant Deliverable with other non-infringing substitute of identical functionality, quality, capability and/or performance.

If none of the options listed above can be accomplished within a reasonable time or are otherwise not commercially reasonable, the Contractor shall refund to the Company the Contract Price for the Deliverables and/or Services as applicable which give rise to the infringement, without prejudice to any other rights of the Company.

14 WARRANTY

- 14.1 The Contractor represents and warrants that:
 - (a) the Company shall acquire good and clear title to any Deliverables, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;
 - (b) all Deliverables, Services and any other materials provided hereunder do not infringe upon any patent,

copyright or similar proprietary right (including, but not limited to, misappropriation of trade secrets) of any third (3rd) party;

- (c) the Company shall quietly and peacefully possess all Deliverables and other materials provided hereunder subject to and in accordance with the provisions of this Contract;
- (d) all Deliverables provided pursuant to this Contract will be in good working order and free from any defects in material and workmanship, and the Contractor will make all adjustments, repairs and replacements necessary to correct such defects; and
- (e) all Deliverables provided hereunder shall be designed, produced, furnished, tested and commissioned in conformance with all codes, ordinances, regulations and laws.

14.2 The Parties each represents and warrants that the following facts and circumstances are and at all times shall be true and correct:

- (a) it has the requisite corporate power and authority to enter into this Contract and that this Contract does not conflict with any other agreement or obligation by which the respective Party is bound;
- (a) that there is no material suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under this Contract; and
- (c) that the signatories for and on behalf of that Party are authorized and fully empowered to execute this Contract on that Party's behalf.

15 AUDIT AND INSPECTION

15.1 The Contractor shall allow the Company and/or its authorised representatives to audit the Contractor's premises, activities, processes and other operational procedures to ensure that the Services provided by the Contractor are compliant with the applicable laws and the requirements imposed under this Contract. For this purpose, the Contractor shall procure that the Company and/or its authorized representatives is/are able to visit and have access to all premises used by the Contractor for its business and the provision of the Services, and all premises used for the performance of the Services and/or the design and production of any Deliverables.

15.2 Where inspection according to Clause 15.1 above is required by the Company, regardless whether any Deliverables are completed or in the course of production, the Contractor shall give the Company full and free access to his premises, activities, processes and other operational procedures as and when required for the purposes provided in Clause 15.1 above, and shall provide the use of reasonable facilities as may be required therefor.

16 PAYMENT

16.1 Subject to the provisions of this Contract, the Company shall pay the Contractor the Contract Price. The Contract Price shall not be subject to change during the term of this Contract unless expressly provided for in this Contract. Unless otherwise specified in the Requirement Specifications, invoices shall be submitted by the Contractor on a monthly basis and shall be due and payable by the Company within sixty (60) days from receipt of the invoice by the Company.

16.2 Payment of any invoice shall not affect the Company's right to reject any of the Services and/or Deliverables in accordance with the terms of the Contract.

16.3 The Contractor agrees that if any invoice is not submitted to the Company within six (6) months of the date the invoice is required to be submitted pursuant to this Contract, the Company shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.

16.4 The Contractor shall submit such invoices together with any other documents which the Company may require for the purpose of making payment.

16.5 The Company shall not pay for expenses or cost of whatever nature other than those expressly set forth in this Contract.

16.6 There will be no late payment charge of any kind, including administrative charge or service charge. The

Company may, upon notice to the Contractor, withhold payment for Services that fail to meet the requirements set forth in this Contract and/or question any items invoiced to the Company. Such non-payment shall not constitute a default or breach of this Contract. In the event of any dispute between the Company and the Contractor with respect to the invoiced Services and/or other related matters, the Company shall pay the undisputed amount and the Company and the Contractor shall promptly seek to resolve the disputed matters in accordance with Clause 22 of this Contract.

17 SUSPENSION OR TERMINATION

17.1 The Company may, without prejudice to any other rights it may have, by written notice terminate this Contract or suspend the Contractor's performance of all or any of its obligations under it immediately and without liability of the Company for compensation or damages if:

- (a) the Contractor, its servants, employees or agents, fail to comply with its express obligation of confidentiality under Clause 19 of this Contract;
- (b) the Services are inadequate or does not conform with the Requirement Specifications, and the Contractor has failed to rectify such non-conformity or inadequacy within thirty (30) days after being given notice by the Company to do so;
- (c) any Deliverables and/or Services performed or supplied (or to be performed or supplied) by the Contractor is declared or advised to be unsafe by any competent authority or by any notice, regulation or requirement of any competent authority;
- (d) the Contractor fails to comply in any material respects with this Contract and shall fail to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the Company so to do; or
- (e) any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations under this Contract.

17.2 The Company may, without prejudice to any other rights it may have, by written notice terminate this Contract or suspend the Contractor's performance of all or any of its obligations under it without cause by giving two (2) months' notice in writing of such intention.

17.3 In the event of termination under Clause 17.1 above, the Contractor shall refund and repay to the Company any advance payment received from the Company without prejudice to the Company's right to claim compensation for increased costs in accordance with the provisions of this Contract.

17.4 During the notice period as provided for in Clause 17.2, the Contractor shall only provide Services, and the Company will only pay for Services, in accordance with the unrevoked instructions of the Company pursuant to this Contract. The Contractor shall, at the Company's discretion, provide any Services required by the Company during such notice period in accordance with the terms and conditions of this Contract. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Contract.

17.5 Commencing upon notice to the Contractor of expiration or termination of this Contract and continuing through the effective date of expiration or termination, the Contractor will provide to the Company reasonable termination assistance requested by the Company to allow the use and/or enjoyment of Deliverables and/or Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of this Contract as desired by the Company. If requested by the Company, the Contractor will reasonably cooperate with a third (3rd) party contractor in connection with the preparation and implementation of a transition plan by such third (3rd) party or the Company upon the termination or expiration of this Contract.

18 FORCE MAJEURE

18.1 Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under this Contract if the delay or failure results from events beyond the reasonable control of either Party.

18.2 For the purposes of this Contract, such events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour

necessary for the performance of this Contract.

- 18.3 For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a force majeure event and the provisions of this Clause 18 shall not apply to such an event.
- 18.4 The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.
- 18.5 If any force majeure event shall continue for a period exceeding sixty (60) days, then either Party may at any time thereafter, upon giving notice to the other, elect to terminate this Contract.
- 18.6 In any of the events mentioned in Clause 18.2, the Parties shall for the duration of such event be relieved of any obligation under this Contract as is affected by the event except that the provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by the event.

19 CONFIDENTIALITY

- 19.1 Both Parties hereto agree to treat as confidential all information received from the other Party or which it may acquire in relation to the other Party during the course of the Contract, which the other Party has indicated in writing or labelled to be "Confidential", "Proprietary Information" or with any other comparable legend to similar effect, at the time of disclosure (or if disclosed orally, confirmed in writing by the disclosing Party as such within fifteen (15) days after its disclosure), , including but without any limitation whatsoever, all business information, strategic and development plans, any matter concerning the Company, its affairs, business, shareholders , directors, officers, business associates, clients or any other person or entity having dealings with the Company; information relating to the financial condition of the Company, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of the Company; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by the Company to the other Party or which the other Party may be provided access by the Company whether stored electronically or otherwise; all information which is deemed by the Company to be confidential information or which is generated as a result of or in connection with the business of the Company and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part ("Confidential Information"), together with any other property of the Company made or acquired by the other Party or coming into their possession or control in any manner whatsoever. Confidential Information of any Party shall be and remain the sole property of the Party and shall be returned to the Party forthwith on demand at any time or without demand upon the termination of the Services. The Contractor shall ensure that none of the individuals receiving services from the Company can be identified in any reports, submissions and publications of the Company, which shall be deemed to be Confidential Information of the Company.
- 19.2 Neither of the Parties hereto shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld), disclose any Confidential Information and information relating to the Contract or any of the contents hereof whether directly or indirectly to any third (3rd) party, except:

(a) for the purpose contemplated in this Contract;

(b) in accordance with the order of a court of competent jurisdiction; or

(c) to the extent as may be required by law, regulation, effective government policy or by any regulatory authority provided that the Party so required must give the other Party prompt written notice and make a reasonable effort to obtain a protective order.

19.3 The restrictions on disclosure of Confidential Information described in this Clause 19 do not extend to any information that (i) already exists in the public domain at the time of its disclosure; (ii) is already in the Contractors' or the Company's possession; (iii) is independently developed by the Contractor or the Company outside the scope of this Contract; or (iv) is rightfully obtained from third (3rd) parties who are not under any obligation of confidentiality .

19.4 Each Party hereby agrees that it shall take all reasonably necessary steps to limit access to Confidential Information of the other Party to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by this Contract and are made aware of its confidential status, to the extent reasonably required for the performance of this Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of this Contract

19.5 Each Party must promptly inform the other Party about any unauthorised disclosure of such Party's Confidential Information.

19.6 Subject to the foregoing, each Party's confidentiality obligations under this Clause 19 shall survive the expiry or termination of this Contract.

20 PERSONAL DATA

20.1 Without prejudice to Clause 19 of this Contract, the Contractor shall take all reasonable measures to ensure:

- (a) that any Personal Data belonging to the Company which is held by the Contractor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with the procedures set out in Schedule 2 (PDPA Standards), and that only authorised personnel have access to that Personal Data;
- (b) that, to the extent that the Personal Data is no longer required by the Contractor for legal or business purposes, that Personal Data is destroyed or re-delivered to the Company in accordance with this Contract;
- (c) that the Company is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause 20 and the Contractor undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 20 (including providing the Company with such reports or information concerning such steps as and when requested by the Company); and
- (d) it keeps itself apprised of any and all notices and circulars which the Company may from time to time notify to the Contractor, including without limitation any policies, guidelines, circulars or notices relating to Personal Data ("Documentation On Personal Data"), and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with the Documentation On Personal Data, and will not cause the Company to be in breach of the same.

20.2 The Contractor hereby expressly acknowledges and agrees that it has read the Documentation On Personal Data and is aware of and will compensate the Company for any and all potential loss and damage caused to the Company arising from or in connection with any breach of the above. The Contractor will indemnify and hold the Company harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation.

20.3 Notwithstanding and further to anything stated elsewhere in the Contract, the Company reserves the right and the Contractor agrees that the Company may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Contractor with the obligations under this Clause 20.

20.4 To the extent that Contractor sub-contracts its obligations under this Contract to a sub-contractor, such sub-

contracting subject to the Company's prior written approval in accordance with Clause 23, and the Contractor agrees and acknowledges that it shall ensure that this Clause 20 and Schedule 2 (PDPA Standards) are incorporated into the sub-contractor's contract.

20.5 Subject to the foregoing, the Contractor's confidentiality obligations under this Clause 20 shall survive the expiry or termination of the Contract.

21 VARIATION OF CONTRACT

21.1 The provisions of this Contract shall not be varied, except by agreement in writing signed by the duly authorised representatives of both Parties.

21.2 If either Party wishes to vary the Contract, the proposing Party shall submit a copy of the proposed variations to the other Party ("the Receiving Party"), specifying a reasonable period in which the Receiving Party is to provide written notice of acceptance or rejection of the proposal.

21.3 If the Receiving Party accepts the variations, the Contract shall be deemed to be so amended from the date of acceptance.

21.4 If the Receiving Party rejects the proposed variations, each Party shall perform the Contract in accordance with the unvaried terms.

22 DISPUTE RESOLUTION

22.1 In the event of any dispute or difference arising out of or in connection with or in relation to this Contract, including any question regarding the existence, validity, termination, application or interpretation of this Contract or any of its provisions, both Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties. Both Parties shall always act in good faith and co-operate with each other to resolve any disputes.

22.2 Notwithstanding anything in this Contract, if the dispute is not settled in accordance with Clause 22.1 above, no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this Clause 22.2. Failure to comply with this Clause 22.2 shall be deemed to be a breach of this Contract.

22.3 In the event that mediation is unsuccessful, the dispute shall be resolved either by reference to arbitration or by court proceedings as elected by either Party by way of a written notice to the other Party, which shall state the specific dispute to be resolved and the nature of such dispute.

22.4 Any reference to arbitration in Singapore shall be a submission to arbitration within the meaning of the Arbitration Act (Cap.10) for the time being in force in Singapore. Such arbitration shall be conducted in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this Clause 22, except in so far as such Rules conflict with the provisions of this Clause 22, in which event the provisions of this Clause 22 will prevail.

22.5 The arbitration tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Either Party may propose to the other the name or names of one (1) or more persons, one (1) of whom would serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) Party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority.

22.6 The Appointing Authority shall be the Chairman of the SIAC.

22.7 The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, either Party or any related corporation [as defined in Section 6 of the Companies Act (Cap. 50)] of either Party.

22.8 Any decision or award of an arbitration tribunal appointed pursuant to this Clause 22 will be final and binding on the Parties.

22.9 Interest at the annual rate of six per cent (6%) per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitration tribunal may decide until the date of payment to such Party.

22.10 The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

22.11 The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred to therein, to this Contract is hereby excluded.

22.12 For the avoidance of doubt, it is agreed that nothing in this Clause 22 shall prevent a Party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties' obligations under this Contract.

23 ASSIGNMENT AND SUBCONTRACTING

23.1 Subject to the other provisions of this Contract, all the terms and conditions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, permitted assigns and successors-in-title except that:

- (a) neither Party shall transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any third (3rd) party without the prior written consent of the other Party, which consent shall not be unreasonably withheld;
- (b) any permitted assignee or transferee shall agree in writing to comply with all terms and conditions of this Contract; and
- (c) any assignment shall not exceed the existing scope of this Contract.

23.2 In particular, the Contractor may not subcontract the performance of any Services hereunder, without the prior written consent of the Company. In connection with such consent, the Company may require the execution by such subcontractor(s) of an agreement to be prepared by the Company. The Contractor shall remain fully responsible for any its obligations subcontracted, as permitted hereunder, and the Contractor shall be solely responsible for payment due to such subcontractors.

23.3 Approval of any subcontractor by the Company shall not constitute a superseding event or waiver of any right of the Company to reject work that is not in conformance with the standards set forth in this Contract, and does not constitute nor imply authorisation of expenses in excess of the Contract Price.

24 WAIVER

24.1 No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in this Contract shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision of this Contract.

24.2 Any time or other indulgence granted by the Company under this Contract shall be without prejudice to and shall not be taken as a waiver of any of the Company's rights under this Contract nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by the Company.

25 RELIANCE CLAUSE

25.1 The Contractor accepts that the Company, inter-alia, relies on the skill and judgment of the Contractor for any and all of the Services to be performed.

26 INSOLVENCY

26.1 The Company may at any time by notice in writing summarily determine this Contract or any unperformed balance or this Contract without compensation to the Contractor in any of the following events:

- (a) if the Contractor, being an individual or, where the Contractor is a firm, any partner in that firm, shall at any time become bankrupt, or shall have a receiving order or administration order made against him over any part of his assets or undertaking, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or
- (b) if the Contractor, being a company, shall pass a resolution, or the Court shall make an order that the company shall be wound up (otherwise than for the purposes of amalgamation or bona fide reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a judicial manager, receiver or manager or which entitle the Court

to make a winding-up or judicial management order.

PROVIDED ALWAYS THAT such determination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Company.

26.2 Any termination under this Clause 26 shall discharge the Parties from any liability for further performance of the Contract and the Company shall have the right to be repaid forthwith any sums previously paid under this Contract (whether paid by way of a deposit or otherwise) and to recover from the Contractor the amount of any loss or damage sustained or incurred by the Company as a consequence of such termination.

27 NOTICES

27.1 Except as otherwise provided in this Contract, notices which are required to be given in or under this Contract shall be in writing (unless expressly stated otherwise) and sent to the address of the recipient set out in this Contract. All notices may be sent by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the Parties as specified in this Contract or to such other address as the Party may later specify by notice in writing to the other Party.

27.2 Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address and if sent by AR Registered post or certified mail, two (2) days after posting if posted to an address within Singapore and eight (8) days after posting, if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the Post Office undelivered.

27.3 Notices to the Company may be sent to and addressed as set out below:

Agency for Integrated Care Pte Ltd
Attention: Finance Department (Procurement)
No. 5 Maxwell Road
#10-00 Tower Block, MND Complex
Singapore 096110

28 ENTIRE AGREEMENT

28.1 The Parties expressly acknowledge that they have read this Contract and understood its provisions. The Parties agree that this Contract and all its Schedules, and Addenda constitute the entire agreement between them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to this Contract in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in this Contract has been made to or by the Parties.

29 SEVERABILITY

29.1 In the event that any term, condition or provision of this Contract or the application of any such term, condition or provision shall, to any extent, be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this Contract and shall be of no force and effect; whereas the remaining terms and provisions of this Contract shall remain in full force and effect as if such term, condition and provision had not originally been contained in this Contract, unless the severed provisions render the continuing performance of this Contract impossible, or materially change either Party's rights or obligations under this Contract; in which event, such Party may give written notice of its intent to terminate this Contract to the other Party.

29.2 Notwithstanding the aforesaid, in the event of such deletion, the Parties hereto shall negotiate in good faith in order to agree to terms of mutually acceptable and satisfactory alternative provisions in place of the provision(s) so deleted.

30 REASONABLENESS

30.1 Both Parties agree that the clauses in this Contract are reasonable. In construing the clauses herein, the clauses shall not be construed contra proferentum against the Company.

31 LANGUAGE

31.1 All business relating to this Contract, both written and verbal, shall be conducted in the English language.

32 SURVIVAL CLAUSE

32.1 All clauses of this Contract so intended to survive after the termination or expiration of the Contract shall survive such termination or expiration.

33 INDEPENDENT CONTRACTOR / NO PARTNERSHIP

33.1 The Parties are independent contractors. Save as expressly provided in this Contract or by express agreement in writing between the Parties, nothing in this Contract shall be deemed to constitute a partnership between the Parties or constitute any Party the employee, agent, partner or legal representative of the other Party for any purpose or otherwise entitle either Party to have any right, power or authority to create any obligation or responsibility of any kind, express or implied on behalf of the other. Further, the Parties agree that neither Party has the right to bind or commit the other Party for any purpose in any way whatsoever or control any activity of the other Party outside the terms of this Contract.

34 NO THIRD (3RD) PARTY BENEFICIARIES

34.1 Nothing contained in this Contract is intended to confer upon any person (other than the Parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of this Contract under the Contracts (Rights of Third Parties) Act (Cap.53B), and no person shall be deemed to be a third (3rd) party beneficiary under or by reason of this Contract.

35 USE OF NAME

35.1 Except as may be necessary for either Party to carry out its obligations under this Contract, neither Party shall under any circumstances whatsoever use the other Party's name, trade names, trade marks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of the other Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

36 GOVERNING LAW

36.1 This Contract shall be deemed to be made in Singapore and subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore for every intent and purpose.

36.2 Except where any dispute is to be determined by arbitration pursuant to the provisions of this Contract, the Parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this Contract.

37 EXECUTION IN COUNTERPARTS

37.1 This Contract may be executed in one (1) or more counterparts by the duly authorised representatives of the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one (1) and the same agreement PROVIDED ALWAYS THAT this Contract shall be of no force and effect until the counterparts are exchanged.

SCHEDULE 1
Additional Terms and Conditions

Clause A1 – Security Deposit is required to be lodged by the Contractor.

A1.1 For the due and faithful performance of this Contract and the fulfilment of the obligations hereunder, the Contractor will be required, upon signing of this Contract, to lodge with the Company a Security Deposit in the form of Banker's Guarantee for a sum ranging from five to ten per cent (5% to 10%) of the Contract Price. The Company reserves the right to denote the percentage of the Security Deposit to be lodged with the Company depending on the nature of the Services and such decision by the Company shall be final and binding.

A1.2 The Company shall be entitled to utilize and make payments out of or deductions from the Security Deposit for any amount due to the Company in accordance with this Contract.

A1.3 In the event that the Security Deposit provided for in this Clause A1 is inadequate to fully indemnify or compensate the Company for any loss, liability, cost, expenses or damage incurred or suffered by the Company as aforesaid, the Contractor shall, forthwith on demand by or on behalf of the Company, pay to the Company all losses, liabilities, costs, expenses (including without limitation, legal fees on a solicitor and own client basis) and/or damages as may be incurred or suffered by the Company to the extent to which the Security Deposit proves inadequate.

A1.4 If, at any time, by virtue of the deduction by the Company in accordance with Clause A1.2, the Security Deposit falls below the amount of Security Deposit originally deposited with the Company, the Contractor shall, forthwith on demand by or on behalf of the Company, top up the Security Deposit by paying the amount of the shortfall or furnishing an on demand Banker's Guarantee on terms acceptable to the Company for the same.

A1.5 The Security Deposit, subject to such deductions as made therefrom by the Company, shall be released and/or returned to the Contractor, within sixty days of the expiry or termination of this Contract, provided that the Contractor has complied with Clauses 3.2 and 14.

A1.6 For the avoidance of doubt, the Company's rights under this Clause A1 shall be without prejudice to any other rights and remedies available to the Company.

Clause A2 – The Contractor is required to take out an insurance policy.

A2.1 Where required by the Company as a condition precedent to the commencement of any work under this Contract, the Contractor shall take out at his own expense with an insurance company to be approved by the Company, a policy or policies of insurance in terms to be approved by the Company, indemnifying the Contractor and the Company from all liabilities arising out of claims by any and every workman or employee whether such liability arises from the Workmen's Compensation Act or otherwise and from all costs and expenses incidental or consequential thereto.

A2.2 Where required by the Company as a condition precedent to the commencement of any work under this Contract, the Contractor shall take out at his own expense with an insurance company to be approved by the Company, a policy or policies of insurance in terms to be approved by the Company, indemnifying the Contractor and the Company for their liability in respect of personal injury or death or loss or damage to property and against loss or damage suffered or incurred by the Company by fire and such other perils as the Company may require.

A2.3 Any policy or policies taken out by the Contractor in compliance with Clauses A2.1 or A2.2 hereof shall be deposited with the Company or with such department and by a date as the Company shall determine, and the Contractor shall maintain such policy or policies in full force and effect by the payment of all premiums from time to time on the first day on which the same ought to be paid until completion of the Contract and shall, if the Company so directs, deposit with the Company the receipts in respect of the payment of such premiums.

A2.4 If any default is made by the Contractor in complying with the terms Clauses A2.1, A2.2 and/or A2.3, the Company may, without prejudice to any other remedy available to the Company for breach of any terms of the Contract:

(a) withhold all payments which would otherwise be due to the Contractor under the Contract and out of such

money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance, and/or

- (b) pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any money due or becoming due to the Contractor.

A2.5 Nothing in this Clause A2 shall be construed to take away or to waive or in any manner to modify the right of the Company to be indemnified by the Contractor in respect of all claims, costs and other expenses whatsoever which, by reason of the Contractor's default or otherwise, may become payable by the Company.

Clause A3 – Services involve the transport of items from outside the Premises through various areas of the Premises to the place where the Services are to be performed.

A3.1 In the event the Services encompass transporting of any item from outside the Premises through various areas of the Premises (hereinafter called "the route") to the place where the Services are to be performed, unless otherwise specifically excluded in the Requirement Specifications, the scope of Services shall include:

- (a) ensuring that the maximum structural loading limits of all floors along the route are not exceeded in the process of transporting the item from outside the Premises to the place where the Services are to be performed;
- (b) ensuring that the structural integrity of any buildings or structures within the Premises is not compromised, weakened or destroyed in the process;
- (c) ensuring that no damage is done to any equipment, furniture, floors etc within the Premises;
- (d) ensuring safe and proper operation of any powered lifting devices necessary for use;
- (e) widening of windows, doors, passages etc., along the route to create access and subsequent restoration subject to the previous consent of the Company, which consent may be withheld by the Company without assigning any reasons;
- (f) other temporary modifications to the building and subsequent restoration subject to the previous consent of the Company, which consent may be withheld by the Company without assigning any reasons;
- (g) levelling and touching up of floors at site to conform with the relevant manufacturer's specifications for levelness and flatness of floors;
- (h) obtaining all required permits from the relevant and competent authorities;
- (i) ensuring that all works are so carried out as to minimize disruption to the work of the Company;
- (j) ensuring that the safety and security of the Premises, contents, staff, employees, patients and visitors are not compromised in the process; and
- (k) restitution of all damage whatsoever arising from the delivery process. All damaged building structures, fittings, furniture, equipment etc. shall be restored to their original condition.

Services shall be deemed to be incomplete in the event of failure to fulfil any of the above obligations.



SCHEDULE 2

PDPA STANDARDS

1. Collection

1.1 To the extent that the Contractor collects Personal Data from third parties or individuals pursuant to its obligations under the Contract, the Contractor undertakes and warrants that it shall, as far as practicable, ensure that appropriate consents in accordance with all applicable laws, including without limitation the PDPA, have been obtained from the individuals and/or the third parties, and that proof of such consents may be produced by the Contractor upon reasonable request by the Company.

2. Use

2.1 The Contractor shall use any Personal Data held in connection with this Contract only for the purposes of fulfilling its obligations under the Contract.

2.2 To the extent that the Contractor's employees, representatives, agents and/or sub-contractors are required to access Personal Data for the purpose of fulfilling the Contractor's obligations under the Contract, the Contractor shall ensure that such access shall only be limited to those who strictly need to have Personal Data in order to perform their necessary functions and that appropriate security measures are in place in accordance with Clause 5 below.

3. Disclosure

3.1 Except in response to a valid court order, to the extent legally required in response to a request from a law enforcement agency or in order to comply with applicable laws or strictly for the purposes of executing its obligations under this Contract, the Contractor shall not, without the written authority of the Company and in any such cases only to the minimum extent required, disclose to any third party any Personal Data which has been obtained by it in accordance with the terms and conditions of this Contract. The Contractor shall immediately notify the Company when it becomes aware that a disclosure of Personal Data may be required in order to comply with applicable law.

4. Transfer of Personal Data Outside Singapore

4.1 To the extent that the Contractor transfers Personal Data out of Singapore in accordance with the terms and conditions of this Contract, such transfer shall not be effected without prior written approval of the Company and subject to any further terms and conditions which the Company may choose to impose upon the Contractor at the Company's sole discretion.

5. Security

5.1 The Contractor shall be fully responsible for any unauthorised collection, use and disclosure of Personal Data. Without limiting the foregoing, the Contractor shall employ administrative, physical and technical safeguards (including safeguards against worms, Trojan horses, and other disabling or damaging codes) to ensure that Personal Data is afforded protection in accordance with the PDPA.

5.2 The Contractor shall immediately notify the Company of any breaches of security that may result in the unauthorised collection, access, use or disclosure of Personal Data. The Contractor shall make all reasonable efforts to assist the Company in relation to the investigation and remedy of such breach of security and any claim, allegation, action, proceeding or litigation with respect to this unauthorised access, use or disclosure of Personal Data.

6. Employee Awareness of Data Protection Requirements

6.1 The Company acknowledges that the Contractor's personnel (namely its employees, representatives, agents and/or sub-contractors) may be directly engaged in the performance of the Contractor's obligations under this Contract and may therefore from time to time for the duration of this Contract become aware of



or have access to the Company's Personal Data. The Contractor shall procure that all its employees, representatives, agents and/or sub-contractors comply with the PDPA and prevent any collections, uses or disclosures of information and/or Personal Data that may cause the Company, directly or indirectly, to violate its obligations under the PDPA.

6.2 The Contractor shall ensure that any employee, agent and/or sub-contractor of the Contractor requiring access to the Personal Data or in possession of Personal Data in connection with the fulfilment of their obligations under this Contract shall sign an undertaking in writing (the form of which shall be determined by the Company at its sole discretion) not to access, use, disclose or retain Personal Data except in connection with the performance of their duties under Contract.

7. Reasonable Requests, Directions and Guidelines

7.1 The Contractor shall, in respect of any Personal Data collected, used, disclosed, accessed and/or processed by it in connection with this Contract, comply with any reasonable requests, directions or guidelines which the Company may provide the Contractor from time to time arising in connection with the handling of Personal Data.