

Dated [●]

ALPS Pte. Ltd.

and

[insert name of the Supplier]

**MASTER AGREEMENT
FOR
SUPPLY AND MAINTENANCE OF EQUIPMENT**

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This Master Agreement is made on [●] between:

- (1) **ALPS Pte. Ltd.** (Company Registration No: 201805065E), a corporation incorporated in Singapore and having its registered address at 10 Hospital Boulevard #19-01 Outram Community Hospital Singapore 168582 (“**ALPS**”); and
- (2) **[insert name of the Supplier]** (Company Registration No: [insert]), a corporation incorporated in Singapore and having its registered address at [insert address] (“**the Supplier**”).

Whereas:

- (A) The Supplier is in the business of supply and delivery of the Master Equipment (defined below).
- (B) ALPS has appointed the Supplier to supply and deliver, and the Supplier has agreed to supply and deliver, the requisite Master Equipment and the deliverables to the relevant Companies (defined below), and to provide the Maintenance Services (defined below) in relation to the Deliverables, on the terms and conditions set out in the Master Agreement and the relevant Statement of Work (defined below).

It is agreed as follows:

PART 1 – INTRODUCTION

1. Definitions & Interpretation

- 1.1 **Definitions:** Defined terms used in (i) the Master Agreement and the Schedules; and (ii) the Statements of Work, have the meanings referenced in Part 1 of Schedule 1 unless otherwise defined.
- 1.2 **Interpretation & References:** In each relevant Contract: (i) references to a Clause or Schedule, or any other agreement or document in such relevant Contract shall be deemed to refer to the clause or schedule of such relevant Contract, or such other agreement or document, as may be amended, modified or supplemented from time to time, and will include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms, unless otherwise expressly provided; (ii) references to Parts and Sections shall be deemed to refer to the parts and sections of the relevant Schedule; (iii) clause headings are inserted for convenience of reference only and shall not be deemed to be part of such relevant Contract or be taken in consideration in the interpretation or construction of such relevant Contract; (iv) words importing the singular only shall also include the plural and *vice versa* where the context requires; (v) whenever the words “include”, “includes” or “including” are used in such relevant Contract, they will be deemed to be followed by the words “without limitation”; (vi) unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well as all references to a number of months means calendar months; (vii) 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, any governmental body (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; (viii) any reference to any party will be construed as a reference to such party’s successors and permitted assigns. Any reference to the Ministry of Health or the Health Sciences Authority is a reference respectively to the Ministry of Health and the Health Sciences Authority of Singapore or their successors or assigns; (ix) “*may*” means has the right, but not the obligation to do something and “*may not*” means does not have the right to do something; (x) “*will*” and “*shall*” are expressions of command, not merely expressions of future intent or expectation; (xi) “*written*” or “*in writing*” is used for emphasis in certain circumstances, but that will not derogate from the general application of the notice requirements set forth in Clause 31.1 in those and other circumstances; (xii) any pronoun shall include the corresponding masculine, feminine and neuter forms; (xiii) 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 except to the extent that such amendment would otherwise create or increase any liability of any party; (xiv) the words “*herein*”, “*hereof*” and “*hereunder*” and words of similar import shall be construed to refer to such relevant Contract in its entirety and not to any particular provision hereof; (xv) dates and times are to Singapore time; and (xvi) for the avoidance of doubt, terms in Schedule 1 which are defined with respect to such relevant Contract shall all refer to the same contract, unless otherwise indicated.

1.3 Except as otherwise set forth in the body of the relevant Contract or in any Schedules, Attachments, or Appendices, in the event of a conflict or inconsistency in or between any provisions of such relevant Contract set out below, the provisions will be applied in the following order of precedence with the provisions higher in the order of precedence prevailing over the provisions in the lower order of precedence:

1.3.1 the provisions in the body of such relevant Contract;

1.3.2 the provisions in the Schedules of such relevant Contract;

1.3.3 the provisions in any Appendices to the Schedules of such relevant Contract; and

1.3.4 the provisions in any other document referred to in such relevant Contract.

1.4 In the event of any inconsistency between the Master Agreement and a Statement of Work, the Master Agreement shall prevail unless and to the extent that the Statement of Work specifically provides that it is to take precedence over the Master Agreement and/or Schedules or Appendices thereto, and cross references the affected provisions of the Master Agreement.

- 1.5 No provision of the relevant Contract will be construed adversely to a party solely on the ground that the party was responsible for the preparation of such relevant Contract or that provision.

PART 2 – TERMS OF MASTER AGREEMENT

2. Term of Master Agreement & Commencement

- 2.1 Unless sooner terminated in accordance with the terms of this Master Agreement, this Master Agreement shall take effect from the Effective Date and continue for the Initial Term. Prior to the expiry of the Initial Term, ALPS shall have the option to extend the term of this Master Agreement on the prevailing terms and conditions for an additional Extended Term from the expiry of the Initial Term.
- 2.2 **Conditions Precedent:** All and any of ALPS' agreement, obligations and undertakings under this Master Agreement are conditional upon the satisfaction of the conditions set out in Part 2b of Schedule 1. This Master Agreement may be rescinded at the option of ALPS should the Supplier not fulfil any of such conditions to ALPS's satisfaction.

3. Contract Structure

- 3.1 This Master Agreement sets out the following:
- 3.1.1 the framework terms and conditions which govern the Supplier's supply and delivery of the Deliverables, and provision of the Maintenance Services, to the relevant Contracting Company under a Statement of Work;
- 3.1.2 the Supplier's undertakings, warranties and representations to the Company Group in respect of:
- (i) the supply and delivery of the Deliverables by the Supplier;
 - (ii) the provision of the Maintenance Services; and
 - (iii) general duties, obligations and responsibilities that the Supplier has assumed in relation to the Company Group; and
- 3.1.3 terms and conditions common to both sets of contracting parties [where the first (1st) set of contracting parties is ALPS and the Supplier, and the second (2nd) set of contracting parties is the Contracting Company and the Supplier].
- 3.2 **Implementation of Master Agreement**
- 3.2.1 Any of the Companies may at any time and from time to time during the term of this Master Agreement, require the Supplier to supply and deliver selected equipment and quantities of the Master Equipment, and/or to provide the Maintenance Services, by

issuing a Statement of Work in the form set out in Schedule 6 ("**Form of Statement of Work**") which:

- (i) sets out the particulars of such equipment and quantities to be supplied and delivered and such other relevant particulars envisaged in the Form of Statement of Work;
- (ii) the pricing for the selected equipment and quantities of the Master Equipment shall be based on unit prices, subject to any applicable discounts, as set out in Schedule 3;
- (iii) sets out the particulars of such Maintenance Services to be provided and such other relevant particulars envisaged in the Form of Statement of Work; and
- (iv) pricing for Other Costs shall be subject to the terms, requirements or guidelines set out in Schedule 5 for the relevant Company.

3.2.2 The Supplier acknowledges that this Master Agreement does not oblige any Company to issue any Statement of Work, enter into a Statement of Work with the Supplier, or to purchase any Master Equipment or procure any Maintenance Services from the Supplier.

3.2.3 All Statements of Work issued by the Company must be accepted by the Supplier: The Supplier must accept all Statements of Work issued by such Company to the Supplier in accordance with Clause 3.2.1 above and the Supplier hereby agrees that it shall be bound by the terms of each of such Statements of Work. Each such Statement of Work shall be deemed to be a separate agreement between the Supplier and such Company in terms described under Clause 3.3.2 below, that comes into effect and is valid and enforceable as of the "*Statement of Work Date*" (as defined in such Statement of Work). Strictly as an administrative matter, the Supplier undertakes to sign and return such issued Statement of Work promptly upon receipt of such Statement of Work. Any changes, variations or other amendments made by the Supplier to the terms listed in such issued Statement of Work shall be subject to such Company's written acceptance.

3.2.4 ALPS may issue Statements of Work on behalf of the Company: References to Statements of Work issued by any Company under this Clause 3.2 shall be deemed to include references to Statements of Work issued by ALPS on behalf of such Company.

3.3 Each Statement of Work:

3.3.1 sets forth the Deliverables and/or the Maintenance Services which the Supplier shall provide to the Contracting Company in consideration of the agreement by the Contracting Company to pay Charges;

3.3.2 is a separate agreement between the Supplier and the Contracting Company, incorporating the terms of the Master Agreement (as may be amended from time to time), and pursuant to which the relevant Contracting Company and the Supplier shall agree to and be bound by the terms of the Master Agreement, subject to the following:

- (i) references to “*the Contracting Company*” in the Master Agreement, shall be read, for the purposes of each Statement of Work, as references to the applicable Contracting Company that had entered into the Statement of Work in question;
- (ii) such modifications or additions to the terms of the Master Agreement as may be specified in Schedule 5 for the relevant Company, and Part (15) of such Statement of Work, that reflect the unique requirements of such Company with respect to the supply and delivery of the Deliverables and the provision of the Maintenance Services under the relevant Statement of Work; and
- (iii) all amendments to the Master Agreement, when executed by the Parties, shall be deemed to be immediately incorporated into each Statement of Work.

3.4 The first (1st) Statement of Work issued under the Master Agreement shall be attached as Schedule 2-1 of the Master Agreement and as additional Statements of Work are issued, these will be added to the Master Agreement as additional Statements of Work, each to be attached as Schedule 2-X, where “X” is a numerical designator added (for example, Schedule 2-2, Schedule 2-3 and etc.).

3.5 Each Statement of Work constitutes a separate binding contract between the Supplier and such Company (and no other party), for the supply and delivery of the Deliverables and provision of the Maintenance Services identified under such Statement of Work and all other subject matter set out in such Statement of Work, in accordance with the terms of the Master Agreement and the relevant Statement of Work. For the avoidance of doubt, a Company will not incur any liability for any Statement of Work entered into between any other Company and the Supplier.

3.6 Variations to the Companies, Master Equipment, and the Maintenance Services

3.6.1 ALPS’s Request or Notice to Amend: From time to time, ALPS may by notice in writing made to the Supplier:

- (i) **Notice to amend Companies:** amend the list of Companies, in which case such entity shall be deemed amended, inserted or removed from the “*Companies*” from the date of such notice;
- (ii) **Request to add or amend the Master Equipment (including pricing):** request to expand the list of the Master Equipment with certain new equipment or equipment categories, or amend the Master Equipment or the pricing and other particulars of the Master Equipment set out in Schedule 3, in which case the Supplier shall submit to ALPS a proposal for the supply and

delivery of such new equipment or equipment categories or for the requisite amendments, and the relevant equipment or equipment categories shall be deemed part of “*the Master Equipment*” or amended accordingly from the date of ALPS’s written acceptance of such proposal; and/or

- (iii) **Request to amend the Maintenance Services (including charges and payment terms):** request to amend the Maintenance Services or charges, payment terms and other particulars of such Maintenance Services, in which case the Supplier shall submit to ALPS a proposal for the requisite amendments, and such Maintenance Services, charges, payment terms or other particulars of such Services shall be deemed amended accordingly from the date of ALPS’s written acceptance of such proposal.

3.6.2 Improvements of the Master Equipment

- (i) The Supplier shall from time to time provide ALPS with information (whether on the market or from the Supplier) on relevant research and development, technological or other medical advancements or breakthroughs and/or upgraded or improved equipment which are relevant or related to the Master Equipment or their use or intended use.
- (ii) In the event that upgraded or improved versions of the Master Equipment become available on the market, the specifications of such Master Equipment in Schedule 3 shall be replaced with the specifications of such upgraded or improved versions upon written notice by ALPS and Schedule 3 shall be deemed accordingly modified. The requirements of the modified Schedule 3 will apply to such Master Equipment to be delivered after the date of such written notice [or such other date as may be specified in the written notice] in accordance with the terms of this Master Agreement. For the avoidance of doubt, pricing for such Master Equipment shall not be affected by modifications pursuant to this Clause (ii).

3.6.3 Changes affecting production of the Master Equipment

- (i) The Supplier shall keep ALPS fully informed of any development which would affect the production of the Master Equipment.
- (ii) The Supplier shall seek approval from ALPS in writing before any proposed change to the Master Equipment, or any materials, processes or location of manufacture that may affect the quality, performance or reliability of the Master Equipment to be supplied under this Master Agreement, or that requires any modification to the design and functional specifications for the Master Equipment. At ALPS’s request, the Supplier shall provide samples of such equipment with the proposed change(s).
- (iii) Such proposed change(s) shall only be deemed to apply to the Master Equipment from the date of ALPS’s written approval.

- (iv) If the Supplier fails to obtain approval from ALPS for any change proposed pursuant to this Clause 3.6.3:
 - (a) the Supplier shall use its best endeavours to source for and/or procure substitute or alternative equipment for ALPS's consideration provided that ALPS's has the sole discretion whether to accept such substitute or alternative equipment;
 - (b) in addition, ALPS shall be entitled, without prejudice to any accrued rights against the Supplier, to obtain on behalf of any Contracting Company similar equipment from other sources and in such event to reject late delivery of the Deliverables in favour of delivery by such substitute source, and all additional costs in obtaining such equipment from alternative sources, including administrative costs and any positive price differential for such Master Equipment or such generic substitute or alternatives thereto accepted by ALPS or the Contracting Company, shall be borne by the Supplier; and/or
 - (c) ALPS may in its sole discretion and/or remove such Master Equipment from Schedule 3 forthwith upon written notice to the Supplier;
 - (d) without prejudice to any of the foregoing, ALPS shall have the right (but not the obligation), to terminate on behalf of the Contracting Company, the relevant Statement of Work(s) then in place pursuant to this Master Agreement in whole, by notice to the Supplier, where such Statements of Work are affected by such changes.
- (v) The Supplier shall be liable for all Losses and damages that the Company Group may suffer if the Supplier does not comply with the requirements of this Clause 3.6.3.

3.7 Each Company to take benefit under Clause 3: The Parties agree that: (i) the terms and conditions of this Clause 3 of this Master Agreement confers rights on each Company in respect of the Supplier and are for the benefit of each Company; (ii) all rights, benefits, and interests granted or promised to "ALPS" under this Clause 3 of this Master Agreement are for the benefit of each Company; and (iii) ALPS and each Company shall be entitled to enforce the terms and conditions of this Clause 3 of this Master Agreement against the Supplier.

4. Project Managers for the Master Agreement

4.1 ALPS and the Supplier will each appoint a Project Manager to manage this Master Agreement. ALPS will have the opportunity to consider and approve, in its absolute discretion, the relevant individual nominated by the Supplier and any proposed replacement thereafter from time to time.

4.2 The Project Managers will participate in a conference call or meeting (as determined by ALPS) held at least on a [quarterly] basis (or on a more frequent basis if required by ALPS) to discuss

matters relating to this Master Agreement, the supply and delivery of the Deliverables and the provision of the Maintenance Services under any Statement of Work and other agenda items raised by ALPS. ALPS will, upon reasonable circumstances, be entitled to request further meetings to discuss matters relating to the operation of this Master Agreement and any Statement of Work.

5. Certification

- 5.1 The Supplier warrants that it has all of the certifications set out in Part 2e of Schedule 1, or equivalent certifications, and that it will maintain such certifications during the term of this Master Agreement. The Supplier shall provide evidence of such certification to ALPS upon ALPS's written request at any time during the term of this Master Agreement.

6. Security Deposit

- 6.1 The Supplier shall prior to the commencement of this Master Agreement, lodge with ALPS, a security deposit of an amount equivalent to **[state amount]** (such security deposit to be referred to as the "**Security Deposit**", and such amount to be referred to as the "**Bond Amount**") as security for the due, faithful and complete performance of this Master Agreement and all Statements of Work and the observance by the Supplier of all stipulations, terms, conditions and obligations on its part to be observed or performed. ALPS reserves the right to increase the aforementioned amount if ALPS, in its sole opinion, deems to be necessary in connection with any actual or potential increase in the overall procurement value by the Company Group.

- 6.2 The Security Deposit shall either be in the form of cash, Giro (giro form to be completed) or, in lieu of cash, an unconditional Banker's Bond [in the form as prescribed in Schedule 11 from a reputable bank established in Singapore and duly approved by ALPS (such bank to be referred to as the "**Bank**")], which shall be kept valid and enforceable, and shall not expire until the earliest of:

6.2.1 the Bank receiving notification from ALPS that the Bond Amount has been recovered by ALPS in full in accordance with this Master Agreement;

6.2.2 the Bank having made payment under the Banker's Bond for the full Bond Amount;
or

6.2.3 **[one (1) year] from the date of issuance** or such other validity period as ALPS may specify, provided always that the expiry date of the Banker's Bond and the Bank's liability thereunder shall be automatically extended for successive periods of ninety (90) days (the last day of which shall be known as the "**Expiry Date**"), unless the Bank gives ALPS at least three (3) months' notice in writing to ALPS prior to the Expiry Date of the Bank's intention not to extend the expiry date of the Banker's Bond in respect of any future extension, and provided further that ALPS shall be entitled, upon receiving such notice of the Bank's intention, to:

- (i) make a demand under the Banker's Bond; or

- (ii) direct the Bank to extend the validity of the Banker's Bond for a further period not exceeding six (6) months (and the Banker's Bond shall then expire at the end of such further period).

The cost of obtaining such a Banker's Bond shall be borne by the Supplier.

- 6.3** Any breach of Clause 6.1 or Clause 6.2 by the Supplier shall be deemed a breach of a material term which shall entitle ALPS to terminate this Master Agreement pursuant to Clause 8.2.
- 6.4** In the event the Banker's Bond is likely to or may expire at any time before the Expiry Date for whatever reason, the Supplier shall without demand, secure a renewal thereof or obtain a fresh Banker's Bond for the same amount and on the same terms as the expiring Banker's Bond and deposit the same with ALPS. If such renewal or fresh Banker's Bond is not deposited with ALPS [fifteen (15)] days before the expiry date of the expiring Banker's Bond, ALPS shall have the right to call upon the Bank to pay the sum stated therein.
- 6.5** The Security Deposit, subject to such deduction as may be made therefrom by ALPS, shall be released within three (3) months after the Expiry Date.
- 6.6** ALPS's rights under this Clause 6 shall be without prejudice to any other rights and remedies available to ALPS at law or under this Master Agreement.
- 6.7** The Supplier acknowledges and agrees that the Banker's Bond is payable on demand and unconditionally. In the event of any demand being made by ALPS on the Banker's Bond, the Supplier agrees to refrain from (a) disputing the legality or right of ALPS to receive payment from the Bank; (b) preventing or impeding payment by the Bank to ALPS under the Banker's Bond; and (c) applying for any injunctive relief in respect of (a) or (b).
- 6.8** If, at any time, the Security Deposit falls below the amount stipulated in Clause 6.1 by virtue of deduction by ALPS in accordance with Clause 6.7, or such amount stipulated in Clause 6.1 is increased by ALPS in connection with actual or potential increase in the overall procurement value by the Company Group, the Supplier shall, within [fourteen (14) days] on demand by or on behalf of ALPS, top up the Security Deposit by paying the amount of the shortfall or furnishing an on-demand Banker's Bond on terms acceptable to ALPS for the same.

7. Insurance

- 7.1** The Supplier shall at its own costs and expenses, be insured in respect of potential liability, loss or damage arising at common law or under any statute in respect of claims (including third party claims) for at least the types and coverage amounts set out in Schedule 7, relevant to the performance of the Supplier's obligations pursuant to this Master Agreement and all Statements of Work, and to maintain such insurance for the term of this Master Agreement, and for a period of [three (3)] years thereafter.
- 7.2** The Supplier shall ensure that the insurance coverage above will be primary, and all coverage will be non-contributing with respect to any other insurance or self-insurance which may be maintained by the Company Group. The Supplier will ensure that all coverage will include a

waiver of subrogation in favour of the Company Group and a waiver of any insured-versus-insured exclusion regarding any relevant Company.

- 7.3** The Supplier shall produce evidence on demand, to the satisfaction of ALPS of the insurance effected and maintained in accordance with this Clause 7. If the Supplier shall fail to effect and keep in force the insurances required under this Clause 7, ALPS may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid (plus interest) by ALPS as aforesaid from any monies due or which may become due from ALPS to the Supplier or recover the same as debt due from the Supplier.
- 7.4** The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Master Agreement and all Statements of Work. ALPS may recover from the Supplier on a full indemnity basis any shortfall in the amount of money not recovered by ALPS from the insurance policies taken out by the Supplier, as a debt due from the Supplier.

8. Termination of Master Agreement

- 8.1** Notwithstanding anything else contained herein, either Party ("**non-defaulting Party**") may terminate this Master Agreement immediately by notice in writing to the other Party ("**defaulting Party**") at any time upon or after the occurrence of any of the following events:
- 8.1.1** the defaulting Party: (i) has any attachment, distress or execution levied on or against all or any part of its property and such is not satisfied within thirty (30) days from the last date of such levy; (ii) ceases or threatens to cease to carry on its business; (iii) is determined or adjudicated to be insolvent or bankrupt by a court or competent authority;
- 8.1.2** any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (i) any suspension of payments, moratorium of any indebtedness, administration, judicial management, scheme of arrangement, provisional or final supervision, composition, compromise, assignment, reorganisation, readjustment or arrangement of the defaulting Party's business, debts, affairs or any part thereof under any applicable laws relating to bankruptcy or insolvency;
 - (ii) the appointment of a liquidator, receiver or manager, administrator, judicial manager, scheme manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of all or any part of the defaulting Party's assets or undertakings; or
 - (iii) the institution of any proceeding for the liquidation, winding up, striking off or dissolution of the defaulting Party's business; or

8.1.3 the defaulting Party is the subject of any event or circumstance in any relevant jurisdiction which is similar to the matters set out in 8.1.1 to 8.1.2 above.

8.2 Termination for cause of Master Agreement: Without prejudice to any other rights ALPS may have under this Master Agreement or at law, ALPS may terminate this Master Agreement in whole immediately by notice in writing if:

8.2.1 the Supplier commits a material breach of any term of this Master Agreement and such breach is not capable of being remedied, or in the case of a material breach capable of being remedied, the Supplier fails, within thirty (30) days after the receipt of a request in writing from ALPS to remedy such breach. The Supplier shall have no claims whatsoever against ALPS in respect of such termination;

8.2.2 the Supplier is unable, is deemed for the purposes of any applicable law to be unable, or admits its inability, to pay its debts as they fall due, or is considered by ALPS in its reasonable opinion to be in an adverse financial situation or is otherwise unable to fulfil its obligations under this Master Agreement;

8.2.3 the Supplier and/or any Supplier Personnel commits any breach of any applicable Legal Requirements, including any data protection or privacy laws in any relevant jurisdiction and any workplace safety laws, regulations and codes;

8.2.4 the Supplier's ability to carry out its obligations under this Master Agreement is prevented or substantially interfered with by any Legal Requirements; or

8.2.5 the Supplier is refused or has revoked any official or regulatory licence, authorisation or permission necessary for the performance of its obligations thereunder.

8.3 Without cause termination of Master Agreement: Without prejudice to any other rights ALPS may have under this Master Agreement or at law, ALPS may terminate this Master Agreement without cause, at any time by giving at least thirty (30) days' written notice to the Supplier, and ALPS shall not be liable for any Losses suffered or incurred by the Supplier arising from any such termination, or to compensate the Supplier for any period of the Term of this Master Agreement.

9. Effects of Expiry or Termination of Master Agreement

9.1 In the event that this Master Agreement expires or is terminated (howsoever occasioned or for whatever reason), ALPS shall have the right (but not the obligation) to similarly terminate on behalf of the Contracting Company, the relevant Statement of Work(s) then in place pursuant to this Master Agreement in whole by notice to the Supplier, on the same grounds.

9.2 Any expiry or termination of this Master Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination, nor shall it affect any Statement of Work(s) then in place that are not terminated in accordance with Clause 9.1. All

Clauses and Paragraphs of this Master Agreement (including the Schedules) so intended to apply to any such Statement of Work(s) not terminated shall survive such expiry or termination of this Master Agreement until the expiry or termination of the last of such Statement of Work(s).

9.3 In the event of termination of this Master Agreement under Clause 8.2, and without prejudice to any other rights or remedies which shall have accrued or shall thereafter accrue to ALPS as a result of the termination for the Supplier's breach of this Master Agreement, ALPS shall be entitled to recover from the Supplier any damages, losses, costs and expenses which ALPS may sustain or incur in consequence of such termination.

9.4 Upon the expiry or termination of this Master Agreement, the Supplier shall immediately:

9.4.1 within [fourteen (14) days] deliver up, at the Supplier's own cost and expense, to ALPS all Company Materials and shall certify to ALPS that no copies thereof have been retained; and

9.4.2 return to ALPS all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information; erase all Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties; and confirm in writing to ALPS that it has complied with the requirements of Clause 30.

9.5 Both Parties agree that ALPS shall not be required to make payment of any fees, sums or charges in the event of expiry or termination of this Master Agreement other than as may expressly be provided in this Master Agreement. Both Parties agree that, save as expressly provided, the exercise by either Party of its right to terminate this Master Agreement as provided under the terms and conditions of this Master Agreement shall not entitle the other Party to any damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such expiry or termination.

10. Dispute Resolution

10.1 Informal Resolution: Subject always to Clause 10.2, in the event of any dispute, controversy or claim arising out of or in connection with this Master Agreement or any Statements of Work ("**Dispute**"):

10.1.1 the aggrieved Party shall notify the other Party in writing ("**Resolution Notice**"), setting forth in detail the nature of the Dispute and requesting a meeting ("**Resolution Meeting**") to be held at a location selected by the aggrieved Party and on a date not less than [fifteen (15)] nor more than [thirty (30)] days thereafter ("**Resolution Period**") for the purpose of resolving such Dispute;

10.1.2 each Party shall send [two (2)] representatives to attend the Resolution Meeting, which representatives shall be fully empowered and authorised to compromise and/or resolve such Dispute; and

10.1.3 if such Dispute is not resolved by the end of the Resolution Period, then ALPS may elect to resolve the Dispute by commencing an action in court or reference to arbitration at any time pursuant to Clause 10.3.1 below.

10.2 Notwithstanding the commencement, referral to or use of the informal dispute resolution process by any Party pursuant to Clause 10.1 above, ALPS may elect to resolve the Dispute by commencing an action in court or reference to arbitration at any time pursuant to Clause 10.3.1 below.

10.3 Election of Arbitration or Courts

10.3.1 Any Dispute, including any question regarding the existence, validity, breach or termination of this Master Agreement and all relevant Statements of Work, shall be resolved either (a) by reference to arbitration in Singapore administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of the SIAC (“**SIAC Rules**”) for the time being in force which rules are deemed to be incorporated by reference in this Clause, subject to Clause 10.4 below; or (b) by court proceedings in Singapore, as elected by ALPS. Save as provided in Clause 10.5 and Clause 10.6, neither Party may commence any action in any court in relation to any Dispute before ALPS has made an election that disputes shall be resolved by court proceedings pursuant to this Clause. The election by ALPS to resolve a Dispute by arbitration shall be a condition precedent to any arbitration under this Master Agreement, except any arbitration pursuant to Clause 10.3.5.

10.3.2 Subject to Clause 10.3.1 above, the Parties hereby submit to the exclusive jurisdiction of the courts of Singapore.

10.3.3 In the event of any Dispute, the Supplier may issue a written notice to ALPS which shall:

- (i) state the specific dispute or difference to be resolved and the nature of such dispute or difference; and
- (ii) include a request that ALPS makes an election whether the dispute or difference as stated shall be resolved by reference to arbitration or by court proceedings.

10.3.4 In the event of any Dispute, ALPS may make the election described in Clause 10.3.1:

- (i) on its own accord by written notice to the Supplier; or
- (ii) within [sixty **(60) days**] of the receipt of the Supplier’s written notice referred to in Clause 10.3.3. ALPS may elect to refer to arbitration all or any part of the Dispute as stated by the Supplier in its written notice.

10.3.5 Should ALPS fail to make the election within [sixty **(60) days**] of the receipt of the written notice by the Supplier, the Dispute shall be referred to and finally resolved by

arbitration in Singapore in the English language administered by the SIAC in accordance with SIAC Rules for the time being in force which rules are deemed to be incorporated by reference into this Clause, subject to Clause 10.4 below.

10.4 The following provisions shall apply in the event of any arbitration:

10.4.1 the Parties hereby agree that the arbitral tribunal shall consist of one (1) arbitrator to be agreed upon between the Parties and 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 Party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of SIAC. The language of the arbitration shall be English;

10.4.2 the Supplier hereby agrees and covenants not to challenge or dispute the applicability or enforceability of any order, injunction, judgment or other action taken by any arbitral award or any court having jurisdiction, regardless of the location where such application, enforcement or award is sought and any such relief granted would be considered conclusive and binding between the Parties. In the event that the Supplier does challenge or dispute such applicability or enforceability, the Supplier shall reimburse all costs and expenses incurred by ALPS, including solicitor/attorneys' fees, incurred by ALPS in responding to such challenge or dispute; and

10.4.3 the Parties agree to keep confidential to themselves and to their legal and professional advisers the existence and details of any arbitration proceedings pursuant to this Clause 10 including the Parties' submissions and evidence and all and any awards or judgments save to the extent that such documents or information are in the public domain or their disclosure is required by law or is reasonably necessary to protect or pursue a legal right or remedy.

10.5 For the avoidance of doubt, nothing in this Clause 10 or in any other part of this Master Agreement shall prevent ALPS from applying (i) to any court of competent jurisdiction; and/or (ii) concurrently in more than one (1) court of competent jurisdiction, for any injunctive or equitable relief in respect of any infringements of Intellectual Property Rights or breaches of confidentiality obligations.

10.6 Notwithstanding anything to the contrary in this Master Agreement, the Supplier and ALPS each has the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or injunctions as may appear reasonably necessary to preserve their rights, provided however that, after the arbitrator is appointed, the arbitrators will have sole jurisdiction to consider applications for provisional relief, and any provisional measure ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction (except that ALPS will retain the right specified in Clause 10.5 in any event). Any such request for provisional measures submitted to the courts will not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

10.7 Services to continue during dispute resolution: Even if any problem or other dispute arises out of or in connection with the relevant Contract, and regardless of whether or not either Party

initiates at any time the use of the dispute resolution procedures described in this Clause 10, or if either Party has initiated proceedings in any court or arbitral tribunal of competent jurisdiction, the Supplier agrees to continue performing its obligations under this Master Agreement and all relevant Statements of Work, while any such dispute is being resolved and in no event nor for any reason shall the Supplier:

- 10.7.1 interrupt the supply or delivery of any Deliverables or the provision of any Maintenance Services;
- 10.7.2 disable any items used to provide the relevant services or which may be required by any Company to access, use and have the full benefit of such services; or
- 10.7.3 perform any other action that prevents, impedes, or reduces in any way the supply and delivery of the Deliverables or the provision of the Maintenance Services, or the Company Group's ability to conduct its business activities,

unless: (a) authority to do so is granted by ALPS or conferred by a court of competent jurisdiction; or (b) this Master Agreement has been terminated or has expired and all obligations related to the expiry or termination have been completed to ALPS's satisfaction.

PART 3 – TERMS OF STATEMENT OF WORK

11. Interpretation of “*the Contracting Company*” references

11.1 For the purpose of implementing this Master Agreement through separate Statements of Work, references to “*the Contracting Company*” in the terms and conditions of this Master Agreement are strictly to allow for the incorporation of the relevant terms and conditions into each Statement of Work and such references are not intended to nor do they confer contractual rights or benefits upon the Contracting Company under this Master Agreement. For example:

11.1.1 the Contracting Company may exercise the termination rights granted under Clause 19 only in relation to the relevant Statement of Work to which it is a party, and not this Master Agreement or any other Statements of Work; and

11.1.2 the Contracting Company may exercise the set-off rights granted under Clause 16.3 only in relation to the relevant Statement of Work to which it is a party and not any other Statements of Work.

11.2 Notwithstanding the above, references to the “*Company*” and the “*Company Group*” in this Master Agreement are to confer contractual rights on the Companies (including, for the avoidance of doubt, such Contracting Company referred to in Clause 11.1 above) under this Master Agreement and each Statement of Work.

12. Terms & Conditions of Clauses 13 through 21 of this Part 3

12.1 The terms and conditions of Clauses 13 through 21 of this Part 3 are strictly to be incorporated into each Statement of Work.

13. Scope of Statement of Work

13.1 The Contracting Company appoints the Supplier, and the Supplier agrees to:

- 13.1.1 supply and deliver the Deliverables within the terms set out in the relevant Statement of Work, in particular the Implementation Plan and the Terms of Delivery;
- 13.1.2 provide the Warranty Period Maintenance Services in relation to the Deliverables as set out in the relevant Statement of Work;
- 13.1.3 where required or applicable, provide the Specific Maintenance Services as set out in the relevant Statement of Work;
- 13.1.4 where required or applicable, provide adequate facilities, equipment and resources for the performance of the Supplier's obligations under the relevant Statement of Work;
- 13.1.5 liaise and cooperate with as well as assist the Contracting Company in all matters relating to the supply and delivery of the Deliverables and the provision of the Maintenance Services;
- 13.1.6 carry out such instructions and directions as may be issued by the Contracting Company from time to time in relation to the performance of the Supplier's obligations under the relevant Statement of Work in every respect to the reasonable satisfaction of the Contracting Company and in compliance with any relevant industry standards and all applicable legal and regulatory requirements, and without undue disruption to the business and operations of the Contracting Company; and
- 13.1.7 comply with any and all additional requirements applicable to the Equipment as set out in Schedule 3; and
- 13.1.8 **[please state any other relevant primary obligations]**,

in accordance with the relevant Statement of Work.

13.2 Instalments: If the Deliverables are to be delivered, or the Maintenance Services required to be performed under the relevant Statement of Work are to be performed, by instalments or in stages or parts, the Supplier's obligations under the relevant Statement of Work with respect to such delivery or performance will be treated as a single obligation and not severable obligations, save as expressly provided under the relevant Statement of Work.

13.3 Non-exclusivity: Notwithstanding anything to the contrary, each Statement of Work will not be interpreted as an exclusive dealing agreement and the Supplier acknowledges and agrees that the appointment set out above in Clause 13.1 is strictly on a non-exclusive basis and the Contracting Company may purchase equipment similar or identical to the Deliverables from any third party at any time and/or engage any third party at any time to perform services similar or identical to any Maintenance Services to be provided by the Supplier under the relevant Statement of Work.

13.4 Representatives for each Statement of Work: Each party to the relevant Statement of Work shall designate a Representative as the point of contact for the other party, who shall be

responsible for managing the performance of the first (1st)-mentioned party's obligations under such Statement of Work.

14. The Supplier's Obligations in relation to Statement of Work

14.1 Acknowledgement of the Supplier regarding the Specifications and compliance with additional requirements under a Statement of Work

14.1.1 The Supplier acknowledges that it has examined the Specifications in the context of and with reference to the Contracting Company's requirements and has sufficient information to enable it to supply and deliver the Deliverables to the Contracting Company in accordance with the Specifications. The Supplier shall be deemed to be fully informed of the Contracting Company's requirements by the Specifications and it shall be the Supplier's duty to clarify any inadequacies or insufficiencies in the Specifications and the Supplier shall not be entitled to any additional payment nor be excused from any liability under the relevant Statement of Work as a consequence of any misinterpretation by the Supplier of any matter or fact relating to the Deliverables or of any inadequacies or insufficiencies in the Specifications.

14.1.2 The Supplier hereby represents, undertakes and warrants that it shall comply with any additional requirements set out in the relevant Statement of Work.

14.2 Preparation of Delivery Location

14.2.1 The Supplier shall supply to the Contracting Company within the Preparation Notice Period, such information and assistance as may be necessary to enable the Contracting Company to prepare the Delivery Location for the placement, storage or location of the Deliverables, as the case may be.

14.2.2 The Supplier agrees to render such assistance as may be required or requested by the Contracting Company in the preparation of the Delivery Location.

14.3 Quality Control: The Supplier shall procure materials for, test, package, and prepare for shipment all the Deliverables that are the subject of the relevant Statement of Work, in strict conformity with the applicable Specifications and such Statement of Work. The Supplier shall also conform to any quality control system and/or procedures as the Contracting Company may require from time to time, including the following:

14.3.1 The Supplier shall, at its own cost and expense, inspect and test all the Deliverables prior to shipment to the Contracting Company, to ensure that such Deliverables comply with the Specifications, the relevant Statement of Work and the Contracting Company's written instructions and shall provide the Contracting Company and the relevant regulatory authorities with timely access to process data, test data and quality data in accordance with the requirements of the Contracting Company as notified to the Supplier from time to time, and all applicable law.

14.3.2 Should the Supplier become aware of any quality issues, design or manufacturing defect, or other issues relating to any Deliverables, then the Supplier shall promptly notify the Contracting Company of the nature of such issues and provide the known

technical details. This notification shall include all relevant information of the Deliverables involved, including any other relevant data including data that will assist in tracing such Deliverables and/or in determining the cause(s) of such problems. The Supplier shall comply, at its sole cost and expense, with any measures reasonably required by the Contracting Company in respect of any product recalls (whether voluntary or otherwise) that affect or impact the Deliverables. The Contracting Company may in its sole discretion terminate the relevant Statement of Work in whole forthwith upon written notice to the Supplier. The Supplier will be liable for all Losses and damages that the Contracting Company may suffer in relation therewith.

14.4 Pre-delivery Tests at the Supplier's premises

14.4.1 If so required by the Contracting Company, the Supplier shall, prior to delivery to the Contracting Company, arrange for any one (1) or more Deliverables to be tested at the Supplier's premises in the presence of an appointed representative(s) of the Contracting Company on such date and at such time as may be requested by the Contracting Company.

14.4.2 If any Deliverable is found to not fully comply with the requirements of the relevant Statement of Work (including the Specifications) in any way, the Supplier shall at its own cost and expense immediately take such actions as may be necessary to ensure due compliance.

14.4.3 Testing of any Deliverables by the Contracting Company pursuant to this Clause 14.4 shall not in any way prejudice the right of the Contracting Company to require further testing of any Deliverables in accordance with Clause 14.12.

14.5 The Supplier shall ensure that all the Deliverables are subject to standard works tests and safety and performance verification checks to ensure that the Deliverables are safe for patient use and for the personnel involved in the operation of the Deliverables by carrying out the necessary safety and performance verifications checks and submitting the requisite documentary evidence to the Contracting Company before delivery and the Supplier shall, where available, promptly supply to the Contracting Company on request, copies of the specification of such works tests and checks and the certificates that the Deliverable has passed the same.

14.6 Inspection of the Supplier's premises: The Supplier shall permit the Contracting Company, upon reasonable notice and at no additional fees or charges to the Contracting Company, to examine and inspect the installation, assembly and/or configuration, as the case may be, of any Deliverables and/or parts thereof, whether completed or in the course of production, and any other activities carried out by the Supplier pertaining to any Deliverables. The Supplier shall provide all reasonable assistance and facilities as may be required for such access and inspection. The Contracting Company shall have full access to all offices, production premises and other work sites of the Supplier and any of its Subcontractors, to enable the Contracting Company to inspect work and monitor progress. The Supplier shall include in its sub-contracts such provisions as may be necessary to secure this right on behalf of the Contracting Company.

14.7 Delivery, Risk and Title

14.7.1 Delivery

- (i) All deliveries of the Deliverables shall be made in accordance with the Terms of Delivery. The Supplier shall deliver each and every Company's Deliverable on or before the applicable Delivery Date(s) during the Contracting Company's usual office hours.
 - (a) The Contracting Company may change the Delivery Date(s) by providing written notice to the Supplier at least two (2) days prior to delivery.
 - (b) If the Delivery Date(s) and Delivery Location(s) are not specified, delivery shall be made at the place of business of the Contracting Company as set out in Schedule 5 within sixty (60) days of the date of the Statement of Work.
- (ii) **Notification:** The Supplier shall promptly notify the Contracting Company if it anticipates difficulty in complying with a required Delivery Date.
- (iii) The Contracting Company shall have no obligation to accept deliveries that are not made on the required Delivery Date.
- (iv) Unless the Contracting Company otherwise directs, the Supplier shall remove or otherwise dispose of packing materials for the Deliverables at its own expense as soon as practicable following the delivery of the Deliverables.

14.7.2 Labelling and Packaging

- (i) The Supplier shall, at its sole cost and expense, be responsible for packing, labelling and preparing delivery loads or release in accordance with the instructions furnished by the Contracting Company and all applicable Legal Requirements, shall ensure that the Deliverables to be delivered to the Delivery Location shall be properly packed and secured so as to allow for efficient and convenient transportation of the Deliverables without any detriment to the condition of the same and to ensure safe arrival in good conditions, and shall ensure all boxes and/or packages shall be separately and sufficiently identified and labelled.
- (ii) **Suitability for Use:** Where the Deliverables (or any part thereof) are intended or designed for surgical use or for any other use involving contact with or insertion into and (where relevant) retention in the human body, such Deliverables (or any part thereof) must be delivered in good, durable, safe, sterile and clean condition and otherwise suitable and safe for contact with or insertion into and (where relevant) retention in the human body without rupture, leakage, breakage or corrosion, and the Supplier shall ensure that the packaging of the Deliverables upon delivery is sufficient to keep the

Deliverables clean and sterile for a period of no less than **[insert period]** and properly labelled. Where instructions and training for safe handling and storage of the Deliverables are required, they must be provided.

- (iii) **Coding data:** The Supplier shall ensure that all coding data and/or any other relevant data in respect of the Deliverables manufactured, including any date and date-related coding data of the Deliverables, are (a) accurate; (b) correctly assigned, affixed and/or labelled on the containers or packaging used in respect of the Deliverables; and (c) if applicable, will specify the century to eliminate any date ambiguity.
- (iv) The Supplier shall not remove, obscure or destroy any trade marks, logos, indicia of origin, copyright or other proprietary legends or markings of the Contracting Company placed upon any Company Materials provided for such labelling and/or packaging purposes.

14.7.3 Ancillary Items: The Deliverables shall, where relevant, be supplied by the Supplier together with all ancillary cables, plugs, power adapters, operating and maintenance manuals and such other parts, components or items which are necessary for the normal and efficient use of the Deliverables, and all such parts, components or items shall be deemed part of the Deliverables for the purposes of the relevant Statement of Work, and all warranties and provisions relating to the delivery and passing of title and risk(s) under such Statement of Work shall accordingly be applicable thereto. The cost of providing all such parts, components or items is deemed to be included in the Charges.

14.7.4 Risk: Risk of loss or damage to the Deliverables or any part thereof shall remain with the Supplier and shall only pass to the Contracting Company on issuance of the Final Acceptance Notice. The Contracting Company shall not be liable in any way whatsoever for any loss, damage or cost arising from, relating to or in connection with any damage or harm to or loss (including total loss) of such Deliverables (except due to the gross negligence or wilful default of the Contracting Company), unless and until such risk to such Deliverables passes in accordance with Clause 14.7.5.

14.7.5 Title: Title in the Deliverables or any part thereof shall be deemed to pass to the Contracting Company on the issuance of the Final Acceptance Notice. The Supplier shall assign to the Contracting Company all rights and benefits offered by the manufacturers or the suppliers of the Deliverables, and related services (including warranties, rebates, discounts, training and technical support offered by such manufacturers and the suppliers).

14.8 Delay and default

14.8.1 The Supplier undertakes to keep the Contracting Company informed of circumstances which result or may potentially result in delay in the delivery of the Deliverables.

14.8.2 Failure by the Supplier in delivering any Deliverable on or before the relevant Delivery Date for such Deliverable to the Contracting Company shall entitle the Contracting Company to claim from the Supplier liquidated damages in respect of each of such failure as follows: the sum equivalent to **[one per cent (1%)]** of the relevant costs for such Deliverable for each day of delay (including Sundays and public holidays) or part thereof after the relevant deadline up to:

- (i) the date of actual delivery; or
- (ii) in case of non-delivery, the date of termination with respect to such Deliverables,

subject to a maximum of **[ten per cent (10%)]** of the relevant costs for such Deliverable, without prejudice to any other liability or obligation of the Supplier under the relevant Statement of Work. The Supplier and the Contracting Company accept and agree that the aforesaid is a genuine pre-estimate of the loss that would be suffered by the Contracting Company resulting from or in connection with the Supplier's late delivery, taking into account all relevant considerations, including the disruptions caused to the Contracting Company's operations and the possible costs in sourcing for substitute sources before the late delivery was effected.

14.8.3 Such liquidated damages shall be paid to the Contracting Company not later than [thirty **(30 days)**] from the date of issuance of the Contracting Company's written notification to the Supplier informing the Supplier of the amount of liquidated damages payable. The Contracting Company shall be entitled to deduct a sum equivalent to the liquidated damages payable and/or any payment due to the Contracting Company under Clause 14.8.2 from any monies due or to become due to the Supplier failing which the liquidated damages and/or such payments shall be a debt due from the Supplier to the Contracting Company. The Contracting Company shall be entitled to charge interest on any delayed payment by the Supplier at the rate of **[eight per cent. (8%) per annum]** or the maximum rate of interest permitted by law, if lower.

14.8.4 If the Supplier fails to deliver the Deliverables in accordance with the relevant Statement of Work or the Deliverables are rejected by the Contracting Company or the relevant Statement of Work is terminated for cause by the Contracting Company:

- (i) The Supplier shall use its best endeavours to source for and/or procure substitute or alternative equipment for the Contracting Company's consideration provided that the Contracting Company has the sole discretion whether to accept (subject to any such conditions or restrictions as may be determined by the Contracting Company) such substitute or alternative equipment; and
- (ii) in addition, the Contracting Company shall be entitled, without prejudice to its accrued rights against the Supplier for failure of or late delivery, to obtain (including to purchase or otherwise) similar equipment from other sources and in such event to reject late delivery of the Deliverables in favour of

delivery by such substitute source, and all additional costs in obtaining such equipment from alternative sources, including administrative costs and any positive price differential for such Deliverables or such generic substitute or alternatives thereto accepted by the Contracting Company, shall be borne by the Supplier.

- 14.8.5 The obligations of the Supplier under this Clause 14.8 will survive the expiry or termination of the relevant Statement of Work.

14.9 Quantity termination and changes

14.9.1 The Contracting Company may, by giving [fourteen (14) days] written notice to the Supplier, terminate the relevant Statement of Work in whole, in relation to the Contracting Company's purchase of any quantity of the Deliverables: (i) if the Supplier fails to complete or deliver any part thereof when required, or (ii) if the Supplier is in breach of any material term of the relevant Statement of Work immediately prior to the delivery thereof.

14.9.2 In the event of such termination, the Contracting Company may procure substitute equipment or services and the Supplier will be liable to the Contracting Company for any excess costs incurred by the Contracting Company in accordance to Clause 14.8.4.

14.9.3 Prior to the delivery of any of the Deliverables, the Contracting Company may request changes with respect to the Deliverables to be provided, including, changes in method of shipping or packing, labelling, time or place of delivery and/or increases in delivered quantity. The Supplier will promptly notify the Contracting Company of any resulting increase or decrease in cost (which shall be based on the pricing set out in the Master Agreement) and the parties will agree on any price adjustment before implementing any change.

14.9.4 Changes in production of the Deliverables

- (i) The Supplier shall keep the Contracting Company fully informed of any development which would affect the production of the Deliverables.
- (ii) The Supplier shall seek approval from the Contracting Company in writing before any proposed change to the Deliverables, or any materials, processes or location of manufacture that may affect the quality, performance or reliability of the Deliverables to be supplied under the relevant Statement of Work, or that requires any modification to the design and functional specifications for the Deliverables. At the Contracting Company's request, the Supplier shall provide samples of such equipment with the proposed change(s).
- (iii) The relevant Statement of Work shall be deemed accordingly modified from the date of the Contracting Company's written acceptance of such proposed change(s).

- (iv) If the Supplier fails to obtain approval from the Contracting Company for any change proposed pursuant to this Clause 14.9.4:
 - (a) The Supplier shall use its best endeavours to source for and/or procure substitute or alternative equipment for the Contracting Company's consideration provided that the Contracting Company has the sole discretion whether to accept such substitute or alternative equipment;
 - (b) in addition, the Contracting Company shall be entitled, without prejudice to its accrued rights against the Supplier for failure of or late delivery, to obtain similar equipment from other sources and in such event to reject late delivery of the Deliverables in favour of delivery by such substitute source, and all additional costs in obtaining such equipment from alternative sources, including administrative costs and any positive price differential for such Deliverables or such generic substitute or alternatives thereto accepted by the Contracting Company, shall be borne by the Supplier; and
 - (c) without prejudice to any of the foregoing, the Contracting Company may in its sole discretion terminate the relevant Statement of Work in whole forthwith upon written notice to the Supplier.
- (v) The Supplier will be liable for all Losses and damages that the Contracting Company may suffer if the Supplier does not comply with the requirements of this Clause 14.9.4.

14.10 Installation, testing, assembly and commissioning

- 14.10.1** The Supplier shall, promptly after delivery and at its own cost and expense, install, assemble, configure, integrate, test, implement and commission the Deliverables at the Contracting Company's Premises and provide the Deliverables Ready for Use within *[insert timeframe, e.g. fourteen (14) days after the Delivery Date]*.
- 14.10.2** The Supplier shall exercise due care and diligence in performing the installation, assembly, configuration, integration, testing, implementation and commissioning of the Deliverables (including fully acquainting itself with the structural, electrical, plumbing and/or other provisions pertinent to the Deliverables to be supplied).
- 14.10.3** The Supplier shall be solely responsible for all costs and expenses incurred in the provision of special equipment, personnel or works necessary to move the Deliverables to and install, assemble, configure, integrate, test, implement and commission the Deliverables at the Contracting Company's Premises.
- 14.10.4** Where any Deliverables are required by the Contracting Company to be *[integrated, networked or connected]* with the Contracting Company's Systems, the Supplier shall be responsible for ensuring that such Deliverables are *[integrated, networked or connected]* with the Contracting Company's Systems as a whole system and that such Deliverables when *[integrated, networked or connected]* with such the

Contracting Company's Systems operate in accordance with, and fulfil the relevant Specifications and do not adversely affect the performance or functionality of, the relevant the Contracting Company's Systems. The Supplier agrees to co-operate with and work alongside the Contracting Company's third party vendors and each of their respective employees, vendors and agents (and such other equipment, applications, systems or other facilities as may be used) to ensure that the Deliverables work correctly together with such other equipment, applications, systems or other facilities. Regardless of the cause of any fault or issues, the Supplier shall, upon reasonable request by the Contracting Company, co-operate with such other third party vendors as may be necessary to remedy any faults or issues with the proper performance of the Deliverables or any other equipment, applications, systems or other facilities that interface with such Deliverables.

14.10.5 The Supplier shall comply with the Contracting Company's policies relating to the Contracting Company's Systems and cybersecurity risks if the Equipment requires integration with networking or connection to the Contracting Company's systems, the Contracting Company's electronic medical records systems and/or the Internet.

14.10.6 If any data transmitted or processed in connection with or during the use of any Deliverables is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Contracting Company in respect of any charge levied for its transmission and any other costs charged in connection with such default.

14.11 The Contracting Company Inspections

14.11.1 The Contracting Company shall be entitled to carry out inspections or tests as determined in its sole discretion to decide if each of the Deliverables conforms to the Specifications and is of satisfactory quality to the Contracting Company ("Company Inspections").

14.11.2 The Contracting Company may inspect components, products and services and all materials, equipment and facilities utilised by the Supplier in supplying and delivering the Deliverables or in providing the Maintenance Services required under the relevant Statement of Work for the Contracting Company.

14.11.3 The Contracting Company's failure to inspect, or reject the Deliverables shall neither relieve the Supplier from responsibility for such Deliverables if they are not in accordance with the relevant Statement of Work, nor relieve the Supplier from any responsibility regarding defects or other failures to meet such relevant Statement of Work which may be discovered subsequently.

14.12 Testing and Acceptance

14.12.1 The Supplier shall conduct tests on the Deliverables ("**Acceptance Tests**") at the Contracting Company's Premises in accordance with test procedures which are capable of demonstrating whether the Deliverables comply in all respects with the Specifications and which are approved by the Contracting Company in writing or such test procedures as may be prescribed by the Contracting Company (such approved

or prescribed test procedures to be referred to as the “**Test Procedures**”), and in accordance with the instructions of, and in the presence and to the satisfaction of, the appointed representative(s) of the Contracting Company either at the same time or in stages, and to conduct repeat tests where necessary.

14.12.2 The Acceptance Tests shall only be successfully completed if they comply in all respects with the relevant Test Procedures and conclusively demonstrate to the Contracting Company that the Deliverables conform in all respects to the Specifications and such additional requirements which the Contracting Company may reasonably require, and are of satisfactory quality to the Contracting Company. The Supplier shall correct and rectify all problems and errors identified during the Acceptance Tests to ensure the compliance of the Deliverables with the Specifications.

14.12.3 The Supplier shall furnish all relevant test reports to the Contracting Company after such Acceptance Tests have been successfully completed, and the Contracting Company shall be entitled to review all relevant tests results. The Supplier shall correct and rectify all problems and errors identified during the Acceptance Tests to ensure the compliance of the Deliverables with the Specifications and the satisfactory quality of the Deliverables to the Contracting Company.

14.12.4 The Supplier shall be solely responsible for providing and supplying all instruments, tools, equipment, hardware and software (which shall be fully calibrated, where applicable) necessary for conducting the Acceptance Tests. The Supplier shall bear any cost and expenses that may be incurred in conducting and facilitating the Acceptance Tests, and any repeat tests.

14.13 Final Acceptance: In respect of each Statement of Work, upon:

14.13.1 the successful receipt by the Contracting Company, at the Delivery Location, of all the Deliverables required to be provided by the Supplier to the Contracting Company under such Statement of Work; and

14.13.2 the successful completion of the Acceptance Tests for all the Deliverables,

the Contracting Company shall issue to the Supplier a notice indicating final acceptance of the Deliverables in respect of such Statement of Work (“**the Final Acceptance Notice**”).

14.14 Rejection by the Contracting Company: In case of non-observance of any of Clauses 14.7.1 to 14.7.3, or where the Supplier fails to provide any Deliverable Ready For Use within **[insert timeframe, e.g. fourteen (14) days after the Delivery Date]**:

14.14.1 The Supplier shall within **[three (3) Calendar Days]** after notice of such failure given by the Contracting Company, collect the non-compliant Deliverables from the Contracting Company and replace such Deliverables at no additional cost and the Terms of Delivery shall apply to any such replacements of the Deliverables and their delivery;

14.14.2 In the event of the Supplier's failure to collect the non-compliant Deliverables in accordance with Clause 14.14.1, the Contracting Company may dispose of such rejected Deliverables as it sees fit. If the Contracting Company sells such rejected Deliverables, the Contracting Company shall account to the Supplier for the net proceeds of such sale after deducting all expenses incurred in connection with the sale, subject to the right of the Contracting Company to set-off any amounts owing by the Supplier to the Contracting Company; and

14.14.3 The Contracting Company shall have the right to refuse acceptance of or to reject the delivery of the Deliverables, whether in whole or in part. Where only a portion of the Deliverables delivered by the Supplier complies with the requirements of the relevant Statement of Work, the Contracting Company shall be entitled, at its discretion, to accept delivery in respect of such portion, and to reject the remainder, which shall not be deemed to have been delivered.

The Contracting Company also reserves the right to reject or return at the Supplier's sole cost, risk and expense:

- (a) any Deliverables delivered in excess of the quantities required under the relevant Statement of Work; and/or
- (b) any delivery or shipment of the Deliverables not meeting the Terms of Delivery.

14.15 Training: Immediately after delivery of the Deliverables at the Delivery Location and for [insert duration], the Supplier shall provide training in the use of the Deliverables for the Contracting Company's employees and designated parties, free of any charges, fees or any other payments whatsoever by the Contracting Company, which training shall be conducted in the English language by the Supplier's qualified instructor(s) and be of such nature and scope as to enable such employees or designated parties of the Contracting Company to properly and efficiently understand, handle, use, operate, install, calibrate and test the Deliverables.

14.15.1 Notification: The Supplier shall promptly notify the Contracting Company if it anticipates difficulty in complying with a required Delivery Date.

14.15.2 The Contracting Company shall have no obligation to accept deliveries that are not made on the required Delivery Date.

14.16 Storage of the Deliverables

14.16.1 If a particular mode or means of containment is required for the storage of any of the Deliverables, the Supplier shall at its own cost and expense provide the Contracting Company with such instructions and training as may be necessary for such Deliverables to be properly stored at the Contracting Company's Premises in full compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards, as may from time to time be applicable thereto, and so as to ensure that such Deliverables continue to meet the requirements of the relevant Statement of Work.

14.16.2 In the event of a change in legal, regulatory or safety requirements or industry standards, the Supplier undertakes to inform the Contracting Company of such changes, and to provide any particular mode or means of containment and such instructions and training as may be necessary for such Deliverables to be properly stored at the Contracting Company's Premises in full compliance with all prevailing legal, regulatory and safety requirements, as well as all relevant industry standards.

14.16.3 The Supplier accepts that the Contracting Company relies on the Supplier in respect of the provision of the means of containment and instructions and training by the Supplier pursuant to Clauses 14.16.1 and 14.16.2 in relation to the storage of the Deliverables at the Contracting Company Premises, and the making of any request or the provision of any means of containment, instruction and training in relation to the same by the Contracting Company by itself or through any third parties shall not in any way prejudice or affect the reliance placed by the Contracting Company on the Supplier, or the responsibility of the Supplier to meet its obligations under Clauses 14.16.1 and 14.16.2.

14.17 Compliance with policies and procedures: The Supplier warrants that, in the course of supply and delivery of all the Deliverables and services required to be performed or provided under the relevant Statement of Work at the Contracting Company Premises, it shall comply and shall ensure that all the Supplier Personnel comply, at its own cost and expense, with:

14.17.1 the Contracting Company's policies and procedures governing access to the Contracting Company Premises, including any safety and delivery requirements that are applicable to the supply of the Deliverables or such services; and

14.17.2 all applicable workplace safety laws, regulations and codes with respect to such Deliverables or services that it may supply from time to time to the Contracting Company.

14.18 Reliance

14.18.1 The Supplier accepts that the Contracting Company relies on, *inter alia*, the skill and judgement of the Supplier in relation to the design, description, manufacturing, quality, reliability, function, safety, suitability and performance of the Deliverables to be provided, as well as all representations and warranties, written or oral, including those contained in the relevant Statement of Work, given by the Supplier, its servants or agents to the Contracting Company.

14.18.2 The inspection of the Deliverables by the Contracting Company or any representative thereof shall not in any way prejudice or affect the reliance placed by the Contracting Company on the Supplier as provided in Clause 14.8.1.

14.18.3 None of (i) the supply of samples of the Deliverables to the Contracting Company, (ii) the exhibition or demonstration of the Deliverables by the Supplier to the Contracting Company, or (iii) the inspection of testing of the Deliverables by the Contracting Company or any representative thereof, shall in any way prejudice or affect the

reliance placed on the Supplier as provided in Clause 14.8.1 or relieve the Supplier in any way of, its obligations to ensure that the Deliverables supplied comply with all requirements, warranties and conditions in the relevant Statements of Work (including in Specifications).

14.19 Warranty Period

14.19.1 The Supplier warrants and shall ensure that the Deliverables remain in compliance with the Specifications and will be:

- (a) Of satisfactory and merchantable quality and fit for the purpose(s) for which the Deliverables are intended to be used for (whatever or not that is a purpose for which such Deliverables are commonly supplied), made known to the Supplier or as held out by the Supplier, whether expressly or impliedly; and
- (b) be free of defects, patent or latent, including from faulty workmanship and defective materials for the Warranty Period;
- (c) be new, either from the Supplier or the manufacturer, and contain no second-hand, reconditioned or used parts (as the case may be);
- (d) not be determined to be hazardous to health and/or withdrawn from legal supply in any jurisdiction, whether by the World Health Organisation ("WHO"), Ministry of Health ("MOH"), Health Sciences Authority ("HSA") or any national or international health authority, or under investigation or review for the same;
- (e) be duly approved or registered with the HSA or relevant authority for supply and use in Singapore; and
- (f) comply with any specific warranties set out which are applicable to the Contracting Company; and

14.19.2 Where during the Warranty Period, any of the Deliverables is found by the Contracting Company to be:

- (i) not of satisfactory quality or not reasonably fit for the purpose for which it is intended to be used or is otherwise faulty or defective; or
- (ii) not in accordance with requirements of the relevant Statement of Work or fails to function properly in accordance with the Specifications,

The Contracting Company will notify the Supplier in writing upon discovery of the aforementioned and the Contracting Company may at its sole discretion:

- (iii) require the Supplier to, and the Supplier shall unconditionally and at no cost to the Contracting Company (whether as to parts or to labour) and at the

Supplier's own expense (including transportation costs, air freight charges, costs of testing, manufacturing and examination), completely repair and make good the defects or faults in the Deliverables (including the replacement of parts or components, free of charge) and redeliver the same to the Contracting Company [*within three (3) days after the Contracting Company's notification*]. If the Supplier is unable to completely repair and make good the defects or faults in any Deliverable within the stipulated time period under this Clause 14.19.2(iii), the Supplier shall procure free of charge a suitable and satisfactory temporary replacement for such Deliverable [*within one (1) week after the Contracting Company's notification*], which shall be at the disposal of the Contracting Company until a permanent replacement for such Deliverable is delivered to the Contracting Company;

- (iv) reject the defective Deliverable and require the Supplier to, and the Supplier shall unconditionally and at no cost to the Contracting Company (whether as to parts or to labour) and at the Supplier's own expense (including transportation costs, air freight charges, costs of testing, manufacturing and examination), collect the defective Deliverable from the Contracting Company and replace the defective Deliverable with a non-defective similar Deliverable which conforms in all respects with the relevant Statement of Work; or
- (v) require the Supplier to, and the Supplier shall, refund or pay to the Contracting Company the purchase price paid by the Contracting Company to the Supplier for such defective or non-conforming Deliverable and any related costs incurred by the Contracting Company,

as the Contracting Company may elect [*by notice in writing*]. Any replacement equipment will be subject to the warranties applicable to the Deliverable it is to replace and the Warranty Period. If the Supplier does not replace or repair, as applicable, within a reasonable time after notice, the Contracting Company may do so at the Supplier's cost and expense.

14.19.3 Where during the Warranty Period, any services required to be performed by the Supplier under the relevant Statement of Work fails to conform to the applicable warranties under the relevant Statement of Work, the Supplier shall, at the Contracting Company's option, (i) re-perform all services necessary to correct any such non-conformity; or (ii) refund the purchase price of the non-conforming services and any related costs incurred by the Contracting Company. Any replacement services also will be subject to the warranties applicable to the services in question and the Warranty Period. If the Supplier does not re-perform within a reasonable time after the Contracting Company's notice, the Contracting Company may do so at the Supplier's expense.

14.19.4 The provisions of Clauses [*14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.10, 14.11, 14.12, 14.13, 14.14, and 14.25*] shall apply *mutatis mutandis* to the delivery of any replacements for the Deliverables.

14.19.5 The obligations of the Supplier under this Clause 14.19 will survive the expiry or termination of the relevant Statement of Work.

14.20 Warranty Period Maintenance Services

14.20.1 **Warranty Period Maintenance Services:** The Supplier shall at no additional fees or charges to the Contracting Company, during the Warranty Period, ensure that the Deliverables remain in full compliance with the relevant Specifications and are in optimal operating condition, including performing the following:

(i) Preventive Maintenance Services

- (a) Approved Maintenance Personnel shall attend at the Contracting Company Premises to test the functions and inspect the condition of all the Deliverables, and to undertake repairs and preventive maintenance on the Deliverables in accordance with the applicable manufacturer's recommendations and requirements and as shall be necessary to keep the Deliverables in good working order and safe for use ("**Preventive Maintenance Services**");
- (b) The Supplier shall carry out Preventive Maintenance Services for the Deliverables at such scheduled frequencies in accordance with the applicable manufacturer's recommendations and requirements, or as may be otherwise mutually agreed between the Supplier and the Contracting Company;
- (c) The Supplier shall give the Contracting Company [*one(1) week's notice (or such shorter period as may be mutually agreed)*] before carrying out the Preventive Maintenance Services at the Contracting Company's Premises; and
- (d) The Supplier shall ensure that its Approved Maintenance Personnel notifies the Contracting Company when they are unable to perform the Preventive Maintenance Services as scheduled.

(ii) Corrective Maintenance Services

- (a) upon receipt of verbal or written notification from the Contracting Company, the Supplier shall ensure that Approved Maintenance Personnel expeditiously attend at the Contracting Company's Premises to make repairs or adjustments and replace such replacement parts of the Deliverables to restore such Deliverables to their optimal operating conditions ("**Corrective Maintenance Services**");
- (b) for this purpose, the Supplier shall provide the Contracting Company with a mobile phone number, as set out in Part (2) of the Statement of Work, which shall be operated twenty-four (24) hours a day seven (7)

days a week, through which requests for Corrective Maintenance Services may be requested by the Contracting Company at any time; and

- (c) upon receipt of the Contracting Company's notification for the Corrective Maintenance Services pursuant to Clause 14.20.1(ii)(a), the Supplier shall dispatch the Approved Maintenance Personnel to the Contracting Company's Premises within *[insert response time]*. The Supplier shall complete any repair, replacement or adjustment of components within *[seven (7) calendar days]* from and including the date on which the Supplier was given notice pursuant to Clause 14.20.1(ii)(a), unless the Contracting Company had given prior written consent to have such time period extended,

(the "Warranty Period Maintenance Services").

14.20.2 Specific Maintenance Services: The Supplier shall provide the Specific Maintenance Services to the Contracting Company in accordance with the terms of the Master Agreement (including as more particularly set out in Schedule 3) and the relevant Statement of Work.

14.20.3 Maintenance Support Hours: All the Maintenance Services shall be carried out at the Contracting Company's Premises during the Maintenance Support Hours.

14.20.4 Service Report: In respect of all the Maintenance Services performed by the Approved Maintenance Personnel, the Supplier shall within the next Business Day after such performance submit to the Contracting Company a clear and detailed service report (in a form acceptable to the Contracting Company) (a "Service Report") containing at least the following:

- (i) test and measurement results;
- (ii) name of service engineer;
- (iii) the time engineer took to resolve the problem;
- (iv) a description of the cause and resolution of the problem obtained in accordance with the relevant Deliverable;
- (v) a work schedule acknowledging that such Maintenance Services (as the case may be) have been completed by the Supplier with respect to each Deliverable, which is signed and acknowledged by *[the Senior Nursing Manager or other officer in charge of the ward/department at the material time]*; and
- (vi) all other information required by the Company.

14.20.5 Approved Maintenance Personnel

- (i) The Supplier shall ensure that only the Approved Maintenance Personnel perform the Maintenance Services.
- (ii) The Supplier shall ensure that all the Approved Maintenance Personnel used or deployed by the Supplier to provide the Maintenance Services shall possess suitable and sufficient competence, expertise and qualifications and shall be properly educated, trained for, and experienced in providing the respective part(s) of the Maintenance Services which they are engaged or deployed by the Supplier to perform.
- (iii) The Supplier shall, within [two (2) weeks] from the Contacting Company's request or from the "*Statement of Work Date*" (as defined in such Statement of Work), whichever is earlier, provide the Contacting Company with full details of all the Approved Maintenance Personnel, including their qualifications, years and area of experience, and roles and responsibilities in relation to the performance of the Maintenance Services under such Statement of Work. The Supplier shall ensure that the Contacting Company is from time to time notified in writing of the Approved Maintenance Personnel which the Supplier proposes to engage or has engaged in the performance of the Maintenance Services and whose presence is required at any of the Contracting Company's Premises.
- (iv) The Contracting Company shall be entitled to require the Supplier to remove or replace any particular Approved Maintenance Personnel in the performance of the Maintenance Services at any time without assigning any reason therefor.
- (v) The Supplier shall avoid replacing any Approved Maintenance Personnel unless this is reasonably necessary.
- (vi) In relation to the provision of Maintenance Services, the Supplier shall, where additional manpower is necessary, mobilise sufficient manpower in order to fulfil its obligations under the relevant Statement of Work and meet any applicable deadlines, at no additional cost to the Contracting Company.
- (vii) Nothing in the Statement of Work is to be construed to constitute or deem any Approved Maintenance Personnel as the employee or agent of the Contracting Company.
- (viii) The Supplier shall ensure that the Approved Maintenance Personnel are aware of the Specifications, the Service Levels and other requirements set out in the relevant Statement of Work, and shall provide the Maintenance Services in compliance therewith.
- (ix) The Supplier shall ensure that all Approved Maintenance Personnel must obtain and display the relevant security pass when performing the Maintenance Services at the Contracting Company Premises.

14.20.6 Service Levels: The Supplier shall provide the Maintenance Services to meet or exceed the relevant Service Levels and shall comply at all times with the requirements of such Service Levels. If no Service Levels are prescribed in the relevant Statement of Work, the Supplier shall perform the Maintenance Services so as to meet or exceed the highest of: (i) reasonable skill, care, prudence and foresight; (ii) best industry and professional standards and practices; and (iii) the degree of skill, care, prudence and foresight which would ordinarily be expected of a skilled and experienced the supplier engaging in the provision of the relevant service.

14.20.7 Service Level Credits

- (i) The Contracting Company is entitled to the payment of the Service Level Credits for any failure of the Supplier to meet any Service Levels for the provision of the Maintenance Services under the relevant Statement of Work, which shall not be construed in any way as the liquidated damages. Any outstanding Service Level Credits shall be paid to the Contracting Company by the Supplier within [thirty (30) days] of the expiry or termination of the relevant Statement of Work for whatever reason, if no further Charges are or will become due and owing.
- (ii) Without prejudice to the generality of Clause 19.1, the Contracting Company shall be entitled to terminate the relevant Statement of Work if:
 - (a) The Supplier fails to meet any Service Levels for more than [three (3)] [consecutive] occasions at any time during the term of such Statement of Work; or
 - (b) upon [annual] review of the Supplier's performance, the Contracting Company is of the view that the Supplier has not been meeting the Service Levels [despite written notice from the Contracting Company specifying the Service Levels which the Supplier has failed to meet].
 - (c) For the avoidance of doubt, nothing in this Clause 14.20.7(ii) shall limit the Contracting Company's right to recover from the Supplier the Service Level Credits specified under this Clause 14.20.7 for such failure, and the amount of all the Claims (whether direct or consequential) suffered by the Contracting Company resulting from such failure.

14.20.8 Testing of the Maintenance Services: After providing the Maintenance Services, the Supplier shall at the option of the Contracting Company either:

- (i) conduct such relevant tests using maintenance test templates or procedures approved by the Contracting Company prior to such tests, as may be reasonably necessary to demonstrate that the Maintenance Services have been successful in rectifying the relevant defects or errors or implementing the relevant changes or modifications; or

- (ii) otherwise explain and demonstrate to the Contracting Company, the effect of the Maintenance Services,

and if requested, provide the Contracting Company with written confirmation of such test results or such explanation.

14.20.9 As part of the Maintenance Services, the Supplier shall provide any and all Updates and replacement parts for the relevant Deliverables (including replacement of any defective and/or malfunctioning parts or components) as and when available, at no additional cost to the Contracting Company. For the purpose of this Clause, “**Updates**” means modifications or enhancements to the relevant Deliverables, or part thereof, including updates, patches, bug fixes, enhancements, modifications, changes or workarounds to such Deliverables, or any part thereof, designed to improve the functionality, performance, accuracy and/or ease of use of such Deliverables as may be provided or developed by the Supplier from time to time. All Updates shall be deemed to constitute or form part of such Deliverables (as the case may be).

14.20.10 Reduction in scope of the Specific Maintenance Services: The Contracting Company may at any time by written notification to the Supplier reduce the scope of the Specific Maintenance Services by written notice to the Supplier. Such change will take effect [one (1) month] from the date of the Contracting Company’s notification, and the corresponding fees for such Specific Maintenance Services as set out in Schedule 3 will be reduced on a pro-rated basis from the time such notification takes effect.

14.21 Systems of the Contracting Company

14.21.1 The Supplier undertakes to, and shall ensure that all the Supplier Personnel and the Subcontractors undertake to, observe, and comply fully with, any conditions, security regulations, terms, directions and/or restrictions as may be notified to the Supplier by the Contracting Company from time to time, regarding the use of or access to any Contracting Company’s Systems existing prior to the date the Supplier is required to provide any Deliverables or the Maintenance Services in respect of such Contracting Company’s Systems (“**Existing Systems**”).

14.21.2 The Supplier shall:

- (i) ensure that it does not by any act or omission adversely affect or alter the cost of running, operation, functionality or technical environment of the Existing Systems; and
- (ii) notify the Contracting Company if it becomes aware of any deficiencies or errors in any Existing System, and where applicable, re-configure the relevant Deliverables or the Maintenance Services as may be necessary.

14.21.3 The Supplier warrants that all software, tools, materials or other deliverables (including all magnetic or other storage media and all software and other materials

capable of being stored on such media) used by the Supplier in the provision of the Deliverables and the Maintenance Services, or delivered to the Contracting Company, under the relevant Statement of Work, are free of Viruses.

14.21.4 The Supplier shall conduct a complete and thorough scan for Viruses using the latest version of any current anti-virus software program approved by the Contracting Company on all parts of any or all software, tools, materials or other deliverables used or employed by the Supplier in the provision of the Deliverables and the Maintenance Services, or delivered to the Contracting Company.

14.21.5 The Supplier shall ensure that it installs and maintains in the systems and equipment used by the Supplier to provide the Deliverables and the Maintenance Services, the most up-to-date and comprehensive version of Virus shielding, detection, inoculation and repair software and its signature files.

14.22 Disposal of the Deliverables

14.22.1 Upon the Contracting Company's request (which may be made at any time and from time to time, including upon the effective expiry or termination (as applicable) of the relevant Statement of Work), the Supplier shall uninstall, remove, dispose and/or decommission at its own cost and expense from the Contracting Company's Premises at such dates and times and in such manner as the Contracting Company may from time to time require, such of the Deliverables as may be notified by the Contracting Company to the Supplier, including any by-products or residue thereof, and regardless of whether the same may be used (wholly or partially), damaged or expired, and to dispose of the same, by such mode and means of containment, transportation and disposal as may be prudent or necessary.

14.22.2 The Supplier further undertakes to ensure that uninstallation, removal, disposal and/or decommissioning of the Deliverables pursuant to Clause 14.22.1 shall at all times comply with all legal, regulatory and safety requirements, and meet all relevant industry standards, applicable thereto. In the event of a change in legal or regulatory requirements or industry standards from time to time, the Supplier shall be required to do all that is necessary for complying with the same, at the Supplier's cost and expense.

14.22.3 If a particular mode or means of containment is required for temporary storage, prior to uninstallation, removal, disposal and/or decommissioning, of any used (wholly or partially), damaged or expired Deliverables, including any by-products or residue thereof, the Supplier shall at its own cost and expense provide the Contracting Company with the means to so contain the used, damaged or expired Deliverables, and such instructions and training as may be necessary for the used, damaged or expired Deliverables to be properly stored in full compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards, as may from time to time be applicable thereto.

- 14.22.4** The Supplier accepts that the Contracting Company relies on the Supplier to ensure full compliance with any applicable legal and regulatory requirements in relation to the temporary storage, removal and disposal of the Deliverables pursuant to Clause 14.22.1, and the making of any request or the provision of any instruction by the Contracting Company in relation to the same shall not in any way prejudice or affect the reliance placed by the Contracting Company on the Supplier, or the responsibility of the Supplier to meet its obligations under Clause 14.22.2.
- 14.22.5** In addition to the Supplier's compliance with Clause 31.21, if any Deliverables store any form of the Contracting Company's Data, the uninstallation, removal, disposal and/or de-commissioning of such Deliverables shall include taking all reasonable steps to ensure that all the Contracting Company's Data (including data containing Confidential Information) stored in such Deliverables are permanently destroyed, deleted or erased so that the data is irretrievable or unrecoverable and cannot be accessible by any subsequent users of the same Deliverables. In this regard, upon request by the Contracting Company, the Supplier shall provide a certificate confirming that such Deliverables have been properly de-commissioned and if applicable, that all the Contracting Company's Data (including data containing Confidential Information) stored in such Deliverables are permanently destroyed, deleted or erased.
- 14.22.6** The Supplier shall be responsible for and shall make good any damage to the Contracting Company's property, premises (including the Delivery Locations) or any part of the building or the location, caused by any Supplier Personnel in the course of installing, assembling, configuring, integrating, implementing, commissioning, testing, uninstalling, collecting, de-commissioning or removing the Deliverables, and shall leave the same in as good a state of repair as it was in prior to such installation, assembly, configuration, integration, testing, implementation or commissioning.
- 14.22.7** The obligations of the Supplier under this Clause 14.22 shall survive the expiry or termination of the relevant Statement of Work.
- 14.23 Implantations:** Without prejudice to Clause 14.13 and in addition to the Contracting Company's rights under the relevant Statement of Work, where any Deliverable is intended for implantation into the human body and has been so implanted, in the event such Deliverable requires to be replaced due to a defect in or malfunction of such Deliverable, the Supplier shall bear all costs associated with such replacement, including the cost of a replacement Deliverable and the costs of removing the defective product and implanting the replacement Deliverable. The obligations of the Supplier under this Clause 14.23 will survive the expiry or termination of the relevant Statement of Work.
- 14.24 Documentation:** The Supplier shall at no additional charge prepare, procure and supply the required number of copies of Documentation to the Contracting Company. The Supplier shall furnish the Documentation on or before the Delivery Date.
- 14.25 Employment of Foreign Worker:** The Supplier shall ensure that all employees deployed by the Supplier to carry out works in the Contracting Company's Premises, including contract

workers, supervisors etc. must obtain and display the Contracting Company's security pass while in the Contracting Company's Premises. In the event that foreign workers are deployed, it shall be the Supplier's responsibility to ensure that no illegal immigrants are employed by the Supplier or any Subcontractor in the supply and delivery of any Deliverables and the provision of any Maintenance Services, or otherwise in the performance on any of the Supplier's obligations under the relevant Statement of Work. If any illegal immigrants are found to be so employed, the Supplier shall fully indemnify, defend and hold the Contracting Company harmless against any loss of monetary penalty, which the Contracting Company shall suffer, or claims from any third party, arising from the Supplier's breach, including payment of any monetary penalty, fines, penalties or sums imposed on the Contracting Company by any Court or regulatory authorities arising out of any breach of this Clause 14.25 or any provision of the Equipment of Foreign Works Act (Cap. 91A) and any Regulations made under that Act.

14.26 Customs and Trade: Unless otherwise agreed by the Contracting Company in writing, the Contracting Company will not be a party to the importation of any Deliverables. The Supplier shall be deemed to be the importer of the Deliverables into Singapore and shall be responsible for, at its sole cost and expense, obtaining any required export licence and/or complying with any import, customs or other laws or regulations in connection with such export of the Deliverables, the transit of the Deliverables through any country, the importation of the Deliverables into Singapore and the delivery to the Contracting Company. For the purposes of this Clause 14.26, in the event of a change in any Legal Requirements referred to herein during the course of the supply of the Deliverables under any relevant Statement of Work, the Supplier undertakes to take all necessary actions for complying with the same, at its own cost and expense.

14.27 Compliance with policies and procedures: The Supplier warrants that, in the course of supplying all the Deliverables and providing all the Maintenance Services required to be performed or provided under the relevant Statement of Work at any Contracting Company's Premises, it shall comply and shall ensure that all the Supplier Personnel, the Approved Maintenance Personnel and the Subcontractors (if any) observe and comply, at its own cost and expense, with:

14.27.1 the Contracting Company's policies and procedures governing access to the Contracting Company's Premises, including any occupational health and safety standards (prevailing from time to time), security policies and delivery requirements that are applicable to the supply of the Deliverables or providing the Maintenance Service; and the Supplier shall provide, at no cost to the Contracting Company, all required personal protective equipment and other equipment required for the safe performance of its services;

14.27.2 all applicable workplace safety laws, regulations and codes with respect to such Deliverables or the Maintenance Services that it may supply from time to time to the Contracting Company; and

14.27.3 such conditions, security regulations, policies, procedures or directions as may be notified to the Supplier by the Contracting Company in writing from time to time.

14.28 Reliance

- 14.28.1** The Supplier accepts that the Contracting Company relies on, *inter alia*, the skill and judgement of the Supplier in relation to the design, description, manufacturing, quality, reliability, function, safety, suitability and performance of the Deliverables to be provided, as well as all representations and warranties, written or oral, including those contained in the relevant Statement of Work, given by the Supplier, its servants or agents to the Contracting Company.
- 14.28.2** The inspection of the Deliverables by the Contracting Company or any representative thereof shall not in any way prejudice or affect the reliance placed by the Contracting Company on the Supplier as provided in Clause 14.28.1.
- 14.28.3** None of (i) the supply of samples of the Deliverables to the Contracting Company, (ii) the exhibition or demonstration of the Deliverables by the Supplier to the Contracting Company, or (iii) the inspection of the Deliverables by the Contracting Company or any representative thereof, shall in any way prejudice or affect the reliance placed on the Supplier as provided in Clause 14.28.1, or the requirements of Clauses 14.3 and 14.4, or entitle the Supplier to derogate from, or relieve the Supplier in any way of, its obligations to ensure that the Deliverables supplied comply with all the requirements, warranties and conditions in the relevant Statement of Work (including in the Specifications).

15. Charges

- 15.1** In consideration of the Supplier's obligations set out in the relevant Statement of Work, the Contracting Company undertakes to pay to the Supplier the Charges in accordance with the Payment Schedule. No charges for the deliverables or services identified in any other Statement of Work will be allowed, except those charges or fees that are expressly set forth in the relevant Statement of Work. Save as otherwise expressly agreed by the Contracting Company and the Supplier in writing, the Charges (or any part thereof) shall not be adjusted, revised, changed or altered under any circumstances. For the avoidance of doubt, no increase in the Charges may be made (whether on account of increase in material, labour or transport costs, fluctuation in rates of exchange or otherwise) unless otherwise agreed by the Contracting Company in writing.
- 15.2** **Charges are inclusive:** The Charges shall be deemed to include all costs and expenses of whatever nature relating to the Deliverables and the Maintenance Services under the relevant Statement of Work and the Supplier's performance of its obligations thereunder and any and all Applicable Taxes, which shall all be borne solely by the Supplier.
- 15.3** **Other Costs:** Other Costs incurred under the relevant Statement of Work shall be payable only where the same has been pre-approved by the Contracting Company in writing. The Supplier shall compute the total of such pre-approved Other Costs actually incurred and submit such total to the Contracting Company together with the supporting documents (such as receipts). The Contracting Company shall not be obliged to pay Other Costs unless the Contracting Company is satisfied with the supporting documents. For the avoidance of doubt,

the Supplier may not charge the Contracting Company for any other incidental expenses or disbursements incurred by the Supplier other than Other Costs which have been pre-approved in accordance with this Clause 15.3 [*and the aggregate of such Other Costs for the relevant Statement of Work shall not exceed the cap set out in Schedule 5 (if any)*].

15.4 Specific Maintenance Charges: No Specific Maintenance Charges shall be payable unless the relevant Contracting Company has selected such Specific Maintenance Services pursuant to Part **(4)** of the relevant Statement of Work.

15.5 The Supplier shall submit such invoices or other documents as the Contracting Company may require for the purposes of making payment.

15.6 If the Supplier does not promptly submit all information and documents required under the relevant Statement of Work, including without limitation insurance policies or any other documents required by the Contracting Company from time to time, or if in the opinion of the Contracting Company, the Supplier is in breach of any of the provisions of the relevant Statement of Work, the Contracting Company may at its sole discretion withhold any payment or part thereof as may be due or become payable to the Supplier, without prejudice to any right of action that may have accrued to the Contracting Company and to the continuance of the relevant Statement of Work unless otherwise terminated by the Contracting Company. The Supplier acknowledges that its full compliance with the relevant Statement of Work will be a condition precedent to its entitlement to payment of any Supplier's invoices.

15.7 Discount: The Contracting Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier to any of its customers or buyers.

15.8 Travel expenses: Travel (whether within or outside of Singapore) expenses shall be payable under the relevant Statement of Work only where the same has been pre-approved by the Contracting Company in writing prior to such expenditure. [*At the end of each calendar month,*] the Supplier shall compute the total of such pre-approved expenses actually incurred and submit such total to the Contracting Company together with supporting documents (such as transportation receipts). The Contracting Company shall not be obliged to pay for any such pre-approved expenses unless its [*internal accounting department*] is satisfied with the supporting documents. For the avoidance of doubt, the Supplier may not charge any of the Companies for any travel, accommodation or other incidental expenses or disbursements incurred by the Supplier as a result of the supply and delivery of the Deliverables or the provision of the Maintenance Services, other than expenses which have been pre-approved in accordance with this Clause 15.8, and the aggregate of any and all pre-approved expenses for the relevant Statement of Work shall not exceed [*insert % cap*] of the relevant Charges.

15.9 Additional Rights

15.9.1 If the Contracting Company considers that the Supplier has failed to perform any of its obligations under the relevant Statement of Work, the Contracting Company may wholly or in part withhold further payments provided that the Contracting Company shall first (1st) give due notice of its intention and allow seven (7) days for the Supplier

to remedy any such failure to perform any of its obligations. The withholding of any payment shall in no way reduce the liability of the Supplier to carry out its obligations under such Statement of Work nor entitle the Supplier to suspend, interrupt or terminate the supply and delivery of the Deliverables or the provision of the Maintenance Services.

15.9.2 The Supplier shall not be entitled to suspend, interrupt or terminate any Maintenance Services or part thereof by reason only of any delay(s) or failure(s) by the Contracting Company to pay the relevant Charges or other fees, charges, expenses, costs or other consideration.

15.10 Currency: Unless otherwise agreed between the Contracting Company and the Supplier, money references under the relevant Statement of Work shall be in Singapore Dollars.

15.11 Out-of-time invoices: The Supplier shall not invoice the Contracting Company, and the Contracting Company will not be obliged to pay, any sum that is not correctly invoiced within **[three (3) months]** after the end of the month in which such sum was incurred.

15.12 Mode of payment: Payments made by the Contracting Company to the Supplier may be effected by way of GIRO (or any other electronic means), cheque, banker's draft, cashier's order or such other means as the Contracting Company may notify the Supplier in writing.

16. Taxes

16.1 Taxes: The Charges shall include any and all the Applicable Taxes which exist at the date of the relevant Statement of Work. Such Applicable Taxes will be the sole responsibility of the Supplier, and the Supplier will either: (i) pay such Applicable Taxes directly, if such Applicable Taxes are levied or assessed against the Supplier; or (ii) pay to or reimburse the Contracting Company for such Applicable Taxes, if such Applicable Taxes are levied or assessed against the Contracting Company. The Supplier is responsible for all income tax payable or deductible, for work undertaken by the Supplier or the Supplier Personnel.

16.2 Withholding taxes: In the event that withholding taxes are imposed by the laws of any country on payments due from the Contracting Company to the Supplier, the Contracting Company shall deduct such withholding taxes from payments due to the Supplier and forward the balance to the Supplier without any obligation to gross up such payment or pay the Supplier any amount so withheld. For the avoidance of doubt, in the event that any amounts payable by the Contracting Company to the Supplier hereunder, including Charges, are subject to any withholding or other Applicable Taxes that the Contracting Company is required to deduct from such payments, the Supplier shall bear such withholding or other Applicable Taxes.

16.3 Rights of set-off

16.3.1 The Contracting Company shall be entitled to set-off against any payment due or payable to the Supplier under the relevant Statement of Work, any sums the Supplier is obliged to pay or credit the Contracting Company under the relevant Statement of Work, and may by notice to the Supplier reduce the fees payable under the relevant

Statement of Work or any other charges, sums or monies due or payable to the Supplier under the relevant Statement of Work by any amounts the Supplier is obliged to reimburse, pay or credit under the relevant Statement of Work.

- 16.3.2** The Contracting Company may reasonably deduct from the Maintenance Charges payable to the Supplier, the amount of Losses incurred or suffered by the Contracting Company in relation to the Maintenance Services, by reason of any breach by the Supplier of the provisions of the relevant Statement of Work or by reason of any negligence or default on the part of the Supplier, the Supplier Personnel and/or the Approved Maintenance Personnel.

17. Warranties applicable to Statements of Work

17.1 Warranties relating to the Deliverables

17.1.1 The Supplier warrants and represents that it has or will have good title to, and has or will have the right to sell to the Contracting Company, the Deliverables in accordance with the relevant Statement of Work. The Supplier warrants that each of the Deliverables (including, where applicable, any replacements, substitutes or alternatives for Products as may be required supplied to the Contracting Company) under the relevant Statement of Work shall:

- (i) conform to the Specifications in all respects, shall contain the functions, features and capabilities set out in the Specifications, and shall perform at all times at a level consistent with and in accordance with the Specifications;
- (ii) be of satisfactory and merchantable quality and fit for the purpose for which the Deliverables are being bought (whether or not that is a purpose for which such Deliverables are commonly supplied) or made known to the Supplier, or as held out by the Supplier, in both cases either expressly or impliedly;
- (iii) be free of any claims by third parties or from any charges, liens, pledges or other encumbrances;
- (iv) be free from all defects, patent or latent, including defects in materials, workmanship and installation;
- (v) be free from material design and programming errors and Viruses;
- (vi) be compatible and work in combination with the Contracting Company's Systems (where applicable) and will not adversely affect the performance, integrity or functionality of such Contracting Company's Systems;
- (vii) to the extent to which such Deliverables store, process or otherwise manipulate date or date-related data, where relevant: (i) distinguish properly (including when comparing or sequencing) between dates; (ii) calculate correctly the number of days between two dates; (iii) distinguish properly between leap years and non-leap years; and (iv) correctly process, provide and receive date data and properly exchange accurate date data for all dates;

- (viii) to the extent to which such Deliverables store, process or otherwise manipulate monetary amounts or currency-related data, convert monetary amounts denominated in different currencies to the base operating currency all in accordance with conversion, rounding and other express requirements of the Contracting Company;
 - (ix) be duly approved or registered with the HSA or relevant authority for supply and use in Singapore;
 - (x) not be determined to be hazardous to health and/or withdrawn from legal supply in any jurisdiction, whether by the World Health Organisation (“WHO”), Ministry of Health (“MOH”), Health Sciences Authority (“HSA”) or any national or international health authority, or under investigation or review for the same;
 - (xi) in all respects (including the design, manufacture, packaging, processing, storage and testing thereof) and at all times comply with the Misuse of Drugs Act (Cap. 185), the Poisons Act (Cap. 234), the Health Products Act (Cap. 122D), the Workplace Safety and Health Act (Cap. 354A) and all health and safety and other applicable legal and regulatory requirements and meet all relevant industry standards, best practices, in particular, the Guide to Good Manufacturing Practice for Therapeutic Products issued under the Pharmaceutical Inspection Co-operation Scheme, the Guidance Notes on Good Distribution Practice and all other directives, guides, guidelines, recommendations and requirements applicable to such Deliverables, including any as issued by the WHO, the MOH and the HSA from time to time. In the event of a change in Legal Requirements during the course of the supply and delivery of the Deliverables under any relevant Statement of Work, the Supplier undertakes to take all necessary actions for complying with the same, at its own cost and expense;
 - (xii) be duly approved or registered with the HSA or relevant authority for supply and use in Singapore; and
 - (xiii) comply with any specific warranties set out in Schedule 5 applicable to the Contracting Company.
- 17.1.2** The Supplier warrants and represents that the Documentation will provide adequate instructions to enable the Contracting Company to make full and proper use of the Deliverables without reference to any other person or document.
- 17.1.3** The Supplier warrants and represents that the Deliverables supplied are new, either from the Supplier or the manufacturer, and the Deliverables contain no second-hand, reconditioned or used parts (as the case may be).
- 17.1.4** The Supplier warrants and represents that where it provides the Maintenance Services it shall use only original, new and genuine replacement parts or components from the relevant original equipment manufacturer, and the Supplier shall ensure that

sufficient level of available hardware replacement parts or components are maintained within Singapore.

- 17.1.5 The Supplier warrants and represents that spare or replacement parts and components for the Deliverables will be available for **[seven (7) years]** from the date of delivery of such Deliverables. If these become unavailable as a result of equipment obsolescence, the Supplier shall provide economically and functionally viable alternatives at no additional cost to the Contracting Company.

17.2 Warranties relating to the Maintenance Services

- 17.2.1 The Supplier warrants that it has the requisite manpower/personnel, equipment, materials, skill and expertise, for the satisfactory provision of all the Maintenance Services required to be performed or provided under the relevant Statement of Work and that such services shall be provided in a proper, professional and timely manner at all times and at all times be consistent with best industry and professional standards and practices normally practised by persons performing similar services. The Supplier acknowledges that the Contracting Company relies upon such warranty and representation by the Supplier.

- 17.2.2 Where any Maintenance Services required to be performed by the Supplier under a Statement of Work, fails to conform to the applicable warranties set out in the relevant Statement of Work, the Contracting Company will notify the Supplier in writing upon discovery of the aforementioned and may at its sole discretion:

- (i) require the Supplier to, and the Supplier shall unconditionally and at the Supplier's own cost and expense, re-perform all services necessary to correct any such non-conformity; or
- (ii) require the Supplier to, and the Supplier shall unconditionally agree to, refund or pay to the Contracting Company the fees paid for the non-conforming services and any related costs incurred by the Contracting Company,

as the Contracting Company may elect in writing. Any replacement services shall be subject to the warranties applicable to the services in question. If the Supplier does not re-perform the services within a reasonable time after provision of such notice, the Contracting Company may do so at the Supplier's cost and expense.

17.3 General Warranties: The Supplier warrants and represents that:

- 17.3.1 the execution, delivery and performance by the Supplier of the relevant Statement of Work comply and meet the Contracting Company's prevailing security and data protection standards;

- 17.3.2 no conflict of interests exists or is likely to arise in the Supplier's performance of its obligations under the relevant Statement of Work, and it shall not, during the term of the relevant Statement of Work, engage in any activity likely to compromise its ability

to perform its obligations under the relevant Statement of Work fairly and independently;

- 17.3.3 the Deliverables, the Maintenance Services, [and Documentation], and/or the supply, use, access, receipt or provision thereof, will not infringe any Intellectual Property Rights or other right of any third party. In the event of any such infringement, or any action being contemplated or instituted for alleged infringement, without prejudice to any right of action or remedy of the Contracting Company against the Supplier, the Supplier shall at the Supplier's own cost and expense and in favor of the Contracting Company:
- (i) procure for the Contracting Company the right to continue accepting, possessing, purchasing, using or distributing the Deliverables;
 - (ii) modify or amend or procure the modification of the Deliverables or the Maintenance Services or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Deliverables including the quality, standards, undertakings and warranties in any Statement of Work; and/or
 - (iii) replace the Deliverables or infringing part thereof by other Deliverables or part thereof of identical capability and performance and of equivalent quality;
- 17.3.4 no proceedings or other steps have been taken for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- 17.3.5 it has the requisite permits, licences and regulatory approvals and certifications (and renewals of the same) as required under Legal Requirements to do carry on business, and supply the Deliverables and perform the Maintenance Services in accordance with the relevant Statement of Work;
- 17.3.6 where the performance of any of the Supplier's obligations under the relevant Statement of Work requires access to or use of any Contracting Company's Systems by the Supplier, the Supplier warrants that it shall: (i) only access or use such Contracting Company's Systems strictly for the performance of its obligations under the relevant Statement of Work; (ii) not tamper with (by hacking, logical or remote access or otherwise) the Contracting Company's Systems and any Contracting Company's Data contained therein; and (iii) not allow or permit any third party (including any Subcontractor) to use, access, interfere or tamper with the Contracting Company's Systems and any Contracting Company's Data contained therein; and
- 17.3.7 it has [ISO [insert]] certification or equivalent certification and that it will maintain its certification during the term of the relevant Statement of Work. The Supplier shall provide evidence of such (re-)certification to the Contracting Company during the term of the relevant Statement of Work.

18. Indemnity with respect to Statements of Work

18.1 Without limiting the generality of any provision in the relevant Statement of Work, the Supplier shall fully indemnify, defend and hold harmless the Contracting Company and its respective directors, employees, representatives, agents, subcontractors and advisers (collectively, “the **Contracting Company Indemnitees**”) from and against any and all Losses (including penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) which the Contracting Company Indemnitees may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against the Contracting Company Indemnitees, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of one (1) or more of the following:

18.1.1 faulty or negligent manufacture, packaging or otherwise supply of the Deliverables (or part thereof) or defective design, including any use of sub-standard, defective or harmful components or any harmful combination of components used in the manufacture of any Deliverables (or part thereof) [, or any contamination of the Deliverables (or part thereof)] at any time before the Contracting Company takes delivery of the Deliverables;

18.1.2 any Claim brought or threatened against the Contracting Company Indemnitees that alleges or is based on a claim that the supply of the Deliverables or provision of the Maintenance Services by the Supplier and/or any Supplier Personnel or the use, access or receipt of the Deliverables and/or the Maintenance Services by the Contracting Company Indemnitees infringes any Intellectual Property Rights and/or any other rights of whatever nature of any third party, constitutes misappropriation or unlawful disclosure or use of any third party’s trade secrets or confidential information, gives rise to any liability to pay royalty or other compensation, or violates any agreement to which the Supplier is presently a party;

18.1.3 any damage caused to the Contracting Company’s Premises where any Deliverable is installed, assembled or tested, and injury suffered by any person in the course of such installation, assembly, configuration, integration, testing, implementation or commissioning; or

18.1.4 any Claims brought or threatened by a third party against any Contracting Company Indemnitee arising from the circumstances specified in Clauses 18.1.1 to 18.1.2 or any Claims by such third parties arising out of or in connection with the performance of such relevant Statement of Work.

19. Termination of Statements of Work

19.1 Termination of Statements of Work for cause

19.1.1 Without prejudice to any other rights the Contracting Company may have under the relevant Statement of Work or at law, the Contracting Company may terminate such Statement of Work immediately by notice in writing in whole, if:

- (i) The Supplier commits any material breach of any term of such Statement of Work and such breach or failure is not capable of being remedied, or in the case of a material breach or failure capable of being remedied, the Supplier fails, within thirty (30) Days after the receipt of a request in writing from the Contracting Company to remedy such breach. The Supplier shall have no claims whatsoever against the Contracting Company in respect of such termination;
- (ii) The Supplier and/or any Supplier Personnel commits any breach of any applicable Legal Requirements, including any data protection or privacy laws in any relevant jurisdiction and any workplace safety laws, regulations and codes;
- (iii) The Supplier's ability to carry out its obligations under such Statement of Work is prevented or substantially interfered with by any Legal Requirements; or
- (iv) The Supplier is refused or has revoked any official or regulatory licence, authorisation or permission necessary for the performance of its obligations thereunder.

19.1.2 Termination due to Master Agreement

- (i) In the event that the Master Agreement expires or is terminated (howsoever occasioned or for whatever reason), the Contracting Company shall have the right (but not the obligation) to similarly terminate (either directly by itself or through ALPS as its appointed agent) the relevant Statement of Work(s) then in place in whole, immediately by notice in writing, to the Supplier on the same grounds.
- (ii) For the avoidance of doubt, any such expiry or termination of the Master Agreement shall not affect any Statement of Work(s) then in place that are not terminated on such grounds.

19.1.3 Termination due to changes in the Master Equipment: The Contracting Company shall have the right (but not the obligation) to terminate (either directly by itself or through ALPS as its appointed agent) the relevant Statement of Work(s) then in place in whole, immediately by notice in writing, to the Supplier where such Statements of Work are affected by amendments to or removal of the Master Equipment pursuant to Clause 3.6.3(iv)(d).

19.1.4 Termination due to appointment of different agent: The Contracting Company shall have the right (but not the obligation) to terminate (either directly by itself or through ALPS as its appointed agent) the relevant Statement of Work(s) then in place in whole, if during the term of the relevant Statement of Work the original equipment maker appoints a different agent for the Master Equipment (whether for the supply or

performance of maintenance thereof) which is subject of the relevant Statement of Work.

19.1.5 Termination due to product recall, hazardous or potentially dangerous deliverables

- (i) If at any time during the term of the relevant Statement of Work, any of the Deliverables are subject to any product recall, withdrawn from supply (voluntarily or otherwise) and/or determined to be hazardous or potentially dangerous to health and/or brought under investigation in any jurisdiction, whether by the WHO, the MOH, the HSA or any health authority (such Deliverables, "**Withdrawn Equipment**"), the Supplier shall promptly notify the Contracting Company, and the Contracting Company may terminate the relevant Statement of Work in whole, without being thereby liable for any costs or compensation to the Supplier and without prejudice to any other rights it has against the Supplier, including the right of such Contracting Company to attempt to source for and purchase similar equipment from any alternative source under Clause 14.8.4(ii).
- (ii) In the event of termination of the relevant Statement of Work pursuant to Clause 19.1.5(i), the Contracting Company may, upon notification to the Supplier, return to the Supplier all Withdrawn Equipment already delivered to the Contracting Company, including those which have already been accepted, for a full refund of all payments within thirty (30) days of such notification, including any advance payments, made in consideration for such Withdrawn Equipment.

19.2 Termination of Statements of Work without cause: Without prejudice to any other rights the Contracting Company may have under the relevant Statement of Work or at law, the Contracting Company may terminate the relevant Statement of Work (save for such Statements of Work which have been issued the Final Acceptance Notice) in whole, without cause, at any time, by giving at least [insert] days' written notice to the Supplier and the Contracting Company shall not be liable for any Losses suffered or incurred by the Supplier arising from any such termination, or to compensate the Supplier for any period of the term of such Statement of Work.

19.3 Termination of Statements of Work in whole: In the event of expiry or termination of any Statements of Work in whole by the Contracting Company (howsoever occasioned):

19.3.1 The Contracting Company and the Supplier shall be absolutely released and discharged from all obligations relating to or arising from that Statement of Work; and

19.3.2 such expiry or termination shall be without prejudice to any Statements of Work currently in force.

20. Effects of Expiry or Termination of Statement of Work

- 20.1** Any expiry or termination of the relevant Statement of Work (howsoever occasioned) shall not affect any accrued rights or liabilities of either party to such Statement of Work, nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 20.2** In the event of termination of the relevant Statement of Work under Clause 19.1, the following shall apply, without prejudice to any other rights or remedies which shall have accrued or shall thereafter accrue to the Contracting Company as a result of the termination of such Statement of Work:
- 20.2.1** all payments that have been made to the Supplier by the Contracting Company under such Statement of Work, less the value of all equipment and/or services provided by the Supplier which have been accepted by the Contracting Company in writing under such Statement of Work, shall be refunded by the Supplier to the Contracting Company forthwith; and
- 20.2.2** the Contracting Company shall be entitled to recover from the Supplier any Losses which the Contracting Company may sustain or incur in consequence of such termination.
- 20.3** Upon the expiry or termination of the relevant Statement of Work (howsoever occasioned):
- 20.3.1** The Supplier shall immediately stop work as directed in the notice of termination;
- 20.3.2** The Supplier shall promptly return to the Contracting Company any Equipment in its care, custody or control;
- 20.3.3** The Contracting Company shall be entitled to engage any other party or parties ("**New Contractor**") to continue with the supply and delivery of the Deliverables and/or provision of the Maintenance Services under such Statement of Work;
- 20.3.4** The Supplier shall take all such steps as may be necessary to prepare and agree with the Contracting Company on a detailed plan ("**Handover Plan**") for the orderly handover of such Deliverables and/or the Maintenance Services (as the case may be) to the Contracting Company or a New Contractor or such other third party as may be engaged by the Contracting Company ("**Handover**"), with minimum interruption and inconvenience to the Contracting Company and the Supplier shall, at its own expense and costs, for **six (6) months**, from such expiry or termination:
- (i) if required by the Contracting Company, cooperate with New Contractor or such other third party as may have been engaged by the Contracting Company to provide such Deliverables or the Maintenance Services;

- (ii) implement and complete the Handover in accordance with the Handover Plan by the deadline specified therein, and with minimum interruption and inconvenience to the Contracting Company; and
- (iii) agree to perform the Handover in the manner set out in the agreed Handover Plan and shall in any event: (I) liaise and cooperate with and render all necessary assistance to New Contractor and the Contracting Company during the Handover process; and (II) comply with the Contracting Company's reasonable directions during the Handover process.

20.3.5 The Supplier shall immediately refund to the Contracting Company, on a pro-rata basis, all fees or payments made in advance or previously paid to the Supplier for equipment and/or services which has not yet been delivered or carried out or accepted by the Contracting Company in writing, under such Statement of Work; and

20.3.6 The Company Materials and Confidential Information

- (i) within [fourteen (14) days] deliver up, at the Supplier's own cost and expense, to the Contracting Company all relevant Company Materials and shall certify to the Contracting Company that no copies thereof have been retained; and
- (ii) return to the Contracting Company all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information; erase all the Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties; and confirm in writing to the Contracting Company that it has complied with the requirements of Clause 30.

20.4 The Parties to each relevant Statement of Work agree that: (i) the Contracting Company shall not be required to make payment of any fees, sums or charges in the event of expiry or termination of such Statement of Work other than as may expressly be provided in such Statement of Work; and (ii) the Supplier shall not under any circumstances be entitled to any charges, fees, consideration or other payment for any equipment and/or services provided under such Statement of Work, or for items and goods delivered under such Statement of Work, on a *quantum meruit* basis. The Parties to each relevant Statement of Work agree that, save as expressly provided, the exercise by either party of its right to terminate such Statement of Work as provided under the terms and conditions of such Statement of Work shall not entitle the other party to any damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such expiry or termination.

21. Force Majeure

21.1 Neither party to a Statement of Work shall be liable for any failure or delay in performing any of its obligations under such Statement of Work if and to the extent the failure or delay is directly due to a Force Majeure Event provided that the party affected by the Force Majeure

Event is without fault and the failure or delay could not have been prevented by reasonable precautions or diligence of that party.

21.2 Subject to the party who has been delayed:

21.2.1 promptly telling the other party of the relevant Statement of Work in writing of the reasons of the delay and the likely duration of the delay; and

21.2.2 using reasonable efforts to perform its obligations under such Statement of Work that are directly affected by the Force Majeure Event or to mitigate the impact of its non-performance, notwithstanding the Force Majeure Event,

the performance of that party's obligations directly affected by the Force Majeure Event shall be suspended during the period that those circumstances persist and that party shall be granted an extension of time for performance equal to the period of the delay, provided always that whenever possible that party will resume its obligations as soon as such Force Majeure Event ceases or abates. All obligations under the Statement of Work which are not directly affected by the Force Majeure Event shall continue to be performed.

21.3 In the event that circumstances constituting a Force Majeure Event persist for a continuous period of more than **[insert timeframe]**:

21.3.1 the Contracting Company may by notice in writing to the Supplier terminate such Statement of Work in whole, whereupon Clause 19.3 and Clause 20 shall apply accordingly; or

21.3.2 subject to agreement in writing, both parties may make reasonable adjustments to provisions of such Statement of Work that are unavoidably impacted by the occurrence of such Force Majeure Event.

21.4 Where the Supplier is the party delayed by a Force Majeure Event, "*reasonable efforts*" in Clause 21.2.2 shall include the following:

21.4.1 where such Force Majeure Event affects the Supplier's ability to supply and deliver the Deliverables or the Maintenance Services due to lack of or reduced supplies or raw materials, or unavailability of the Supplier Personnel, the Supplier shall fulfil such obligations on a priority basis to the Contracting Company as soon as such Force Majeure Event ceases or abates;

21.4.2 without prejudice to the Contracting Company's right to source and/or procure substitute or alternative deliverables or services from other suppliers, the Supplier shall use its best endeavours to source and/or procure substitute or alternative deliverables or services, or replacement personnel, for the Contracting Company's consideration where acceptance of any such substitute or alternative deliverables or services, or replacement personnel, shall be at the Contracting Company's sole discretion (subject to any such conditions or restrictions as determined by the Contracting Company); and

21.4.3 the Supplier shall minimise effects of such Force Majeure Event on the Contracting Company and on any deadlines.

21.5 Any outbreak, epidemic or pandemic (including any outbreak of avian flu, H1N1 flu, Covid-19) (“**Pandemic**”) shall not be treated as a Force Majeure Event for the purpose of the performance of the Supplier’s obligations under the relevant Statement of Work. Without in any way limiting the rights of the Contracting Company under each Statement of Work, the Contracting Company and the Supplier acknowledge that where the relevant Pandemic impacts performance of each party’s employees, subcontractors or agents (“**Staff**”), it agrees to:

21.5.1 put into practice safeguards and measures to reduce the risk of its Staff transmitting an illness related to the Pandemic (“**Pandemic Illness**”) in the course of their performance of such Statement of Work;

21.5.2 not require it’s or the other party’s Staff to attend at any premises where there is reasonably high risk of contracting a Pandemic Illness;

21.5.3 observe any quarantine orders issued under any law or regulation or under the other party’s general corporate policy concerning such Pandemic;

21.5.4 bear its own expenses of implementing its own safeguards and measures under its general corporate policy concerning Pandemic Illnesses; and

21.5.5 consider and implement workarounds to reduce the risk of Staff contracting any Pandemic Illnesses, including the use of telephone conferencing and in the case of any services to be performed under such Statement of Work:

(i) where relevant services to be performed are non-location specific, to permit such services to be performed at alternative locations; and

(ii) where relevant services are to be performed on-site and/or in person, the Supplier shall supply, at no charge to the Contracting Company, agreed facilities for the Contracting Company’s Staff to receive such services.

PART 4 – COMMON TERMS

22. Application of these common terms

22.1 The terms and conditions of this Part 4 (i.e. Clauses 22 through 32) apply to each relevant Contract.

23. Prime Contractor

23.1 The Supplier accepts prime contractor responsibility for the Deliverables and the Maintenance Services to be provided under the relevant Contract.

24. The Supplier's obligations under each relevant Contract

24.1 General obligations

24.1.1 Time shall be of the essence for the performance of the Supplier's obligations under each relevant Contract, including any deadlines or time stipulations under Statement of Works and the relevant Delivery Plan with respect to the supply and delivery of the Deliverables.

24.1.2 During the term of the relevant Contract, the Supplier shall at all times act in accordance with government regulations, Legal Requirements and ALPS's or the Contracting Company's (as the case may be) guidelines, codes, policies, instructions and directions.

24.1.3 Commitment to provide Resources

(i) The Supplier shall be responsible for providing at its own costs and expense, all facilities, personnel, equipment, software and all other resources necessary to perform and complete its obligations under the relevant Contract, regardless whether such resources are specified therein, save in respect of such relevant Contract for such facilities and equipment as ALPS or the Contracting Company (as the case may be) may have expressly agreed in writing that the Supplier need not provide.

(ii) **Out-of-pocket expenses:** ALPS and the Contracting Company shall not be liable to the Supplier for costs incurred by the Supplier or the reimbursement of out-of-pocket expenses or any compensation, whether or not relating to the scope of the relevant Contract unless otherwise agreed by ALPS or the Contracting Company (as the case may be) in writing in respect of the relevant Contract.

24.1.4 The Supplier Personnel

(i) The Supplier Personnel shall be deemed employees of the Supplier at all times and shall not for any purpose be considered employees of ALPS or the Contracting Company. Nothing herein shall be deemed to create any fiduciary relationship between a Supplier Personnel and ALPS or the Contracting Company (as the case may be). The Supplier shall be liable for the acts, omissions, defaults and neglects of it's the Supplier Personnel as if they were the acts, omissions, defaults or neglects of the Supplier. The Supplier shall procure that any Supplier Personnel who, for a given time are to access or work on the premises of ALPS or the Contracting Company, shall comply with ALPS's or the Contracting Company's instructions and requests, and shall follow the working hours applicable to ALPS or the Contracting Company, as the case may be.

(ii) The Supplier shall ensure that its Supplier Personnel communicate on a regular basis with all relevant Companies in relation to the supply and delivery

of the Deliverables and other relevant matters under the relevant Contract and in any event respond to any Company's enquiries as soon as reasonably practicable.

- (iii) The Supplier shall ensure that all junior Supplier Personnel are or have been supervised (including on-the-job guidance and on-site accompanying) by a senior Supplier Personnel for at least three months [prior to] [and/or] [in the] deployment of such junior Supplier Personnel to work on the relevant Contract.

24.1.5 Compliance with laws: The Supplier shall, during the performance of its obligations, services and duties under the relevant Contract, comply with all Legal Requirements eg. the Healthcare Services Act. In particular, the Supplier shall comply with applicable Legal Requirements relating to the packaging, labelling, storage, packing and delivery of any Master Equipment and the performance of any services provided under the relevant Contract, including environmental, import/export control and safety laws [as well as those dealing with equal employment opportunities]. To the extent that any Master Equipment or the Deliverables to be supplied by the Supplier contain hazardous materials or substances regulated by law, the Supplier will comply with all applicable Legal Requirements and mandated labelling information, including the Environmental Pollution Control Act (Chapter 94A of Singapore), the Factories Act (Chapter 104 of Singapore), the Poisons Act (Chapter 234 of Singapore) and the Misuse of Drugs Act (Chapter 185 of Singapore), and provide to ALPS or the Contracting Company (as the case may be) all relevant information as may be required for the purposes of ensuring compliance with such Legal Requirements, including if applicable, a completed material safety data sheet. From time to time, at ALPS's or the Contracting Company's request, the Supplier shall provide certificates relating to compliance with any Legal Requirements.

24.1.6 The Supplier shall adopt the [Tripartite Guidelines on Fair Employment Practices] as advised by [Tripartite Alliance for Fair Employment Practices] and ensure the Supplier Personnel are accorded the terms and conditions as stipulated under the Employment Act (Chapter 91 of Singapore).

24.2 Information, Reports and Audit

24.2.1 Without prejudice to the Companies' other rights or remedies, the Supplier shall notify the relevant Company as soon as reasonably practicable of: (i) any reasonable grounds to suspect any corruption or bribery or any violation of applicable anti-corruption or anti-bribery laws, rules, regulations, decrees and/or official government orders, in any jurisdiction, with regard to the negotiation, conclusion or the performance of the relevant Contract or any other related agreement; (ii) any instances where any person employed by the Supplier or acting on behalf of the Supplier or any of their representatives, has contravened or attempted to contravene any applicable laws, regulations and guidelines in connection with the relevant Contract, or not complying with the relevant Contract; and (iii) any other matters the Supplier reasonably considers that such Company should be aware of.

- 24.2.2** The Companies are entitled from time to time, through such auditor as may be appointed by the relevant Company (“Audit Agents”), to conduct ad-hoc on-site audits with reasonable notice of at least thirty (30) days, to ensure that the terms of this Agreement are being, or were met and that reports and all information submitted to the Companies are accurate, correct and not misleading.
- 24.2.3** The Supplier shall ensure that the Audit Agents are given full access to all accounts, records, documents, assets and premises in connection with the provision of the goods and services by the Supplier to the Companies, and shall provide the Audit Agents with all reasonable cooperation and assistance in connection with the audits.
- 24.2.4** The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Agreement, unless the audit identifies a material breach or default of this Agreement by the Supplier, in which case the Supplier shall reimburse the relevant Company for all of the relevant Company’s reasonable costs incurred in connection with the audit.
- 24.2.5** Whistle-Blower
- Some examples of reportable incidents/concerns include the following:
- (a) Fraud/suspect fraud & irregularities;
 - (b) Wilful destruction of the Company’s assets;
 - (c) Instigations to engage in acts of subversion;
 - (d) Conduct which is an offence or breach of law; and
 - (e) Unethical/improper practices or non-compliances in regulatory requirements or the Contracting Company’s policies.
- 24.2.6** Should the Supplier’s employees, subcontractors and other service providers come to have knowledge of any reportable incidents/concerns, the Supplier’s employees, subcontractors and other service providers should report such matter through:
- (a) A whistle-blowing hotline managed by a 3rd party service provider; or
 - (b) Organisation HR Head or any other higher authority immediately.
- 24.2.7** In the event of any incident arising including cases where a Supplier’s employee, subcontractor and other service provider’s conduct may be found unacceptable, detrimental to the public interest, or in the opinion of the Company is potentially damaging to the relevant Company’s interests and reputation, the Supplier shall escalate this to the Company as soon as possible and work with the relevant Company’s Management to address the incident within a reasonable timeframe. In such situations, the Supplier may be required to replace the staff personnel performing services under the Agreement.
- 24.2.8** The Supplier shall keep accurate records of its provision of the Deliverables pursuant to the relevant Contract and provide details thereof to the relevant Company upon request.

24.2.9 The Supplier shall promptly report all accidents, environmental incidents, injuries and safety incidents to government authorities, as required by applicable Legal Requirements, and to ALPS and the Contracting Company.

24.2.10 The Supplier shall submit to ALPS and each Contracting Company its latest audited financial statements promptly upon request by any Company.

24.2.11 Reporting and Audits

- (i) In respect of each Contract, the Supplier shall from time to time, upon request by the relevant Company, furnish written reports to that Company containing such information as such Company may require about the relevant Contract, including but not limited to the quantity and/or the value of Equipment purchased by such Company (for each line item).
- (ii) The Supplier shall permit any Company, its representatives and auditors, and regulatory bodies, to conduct audits during the term of the relevant Contract, and for a period of seven (7) years thereafter, for the purposes of:
 - (a) determining the Supplier's compliance with such Contract;
 - (b) evaluating and verifying of any invoices, payments or claims submitted by the Supplier; and
 - (c) ensuring compliance with requirements of applicable laws, regulations and guidelines.
- (iii) The Supplier shall provide the relevant Company with access to documents and information pertaining to transactions with such Company. The Supplier shall ensure the accuracy and completeness of all information maintained for and furnished to such Company.
- (iv) The Supplier shall:
 - (a) respond in writing to any inquiry, demand or other observation made as a result of any audit, including any audit undertaken by auditors appointed by the relevant Company, or the Supplier's internal or external auditors (to the extent related to the provision of the equipment and services under the relevant Contract), within thirty (30) days of receipt of such observations;
 - (b) correct any non-compliance with any provision of the relevant Contract, or any applicable accounting principles, and will complete and communicate in writing to the relevant Company, a plan for resolution of the matters identified to be completed, at the Supplier's cost within a reasonable time; and

- (c) reimburse the relevant Company for the undisputed amount of any overcharges, or reissue any unpaid invoice containing an error identified in an audit report provided to the Supplier by such Company.
- (v) This Clause 24.2.5 does not impose any obligation by any Company to audit the Supplier. Should Company choose not to audit the Supplier, it does not exonerate, vitiate, or lessen the Supplier's responsibilities or obligations under the relevant Contract and applicable laws, regulations and guidelines.
- (vi) The obligations of the Supplier under this Clause 24.2.5 will survive the expiry or termination of the relevant Contract.

25. Warranties applicable under each relevant Contract

- 25.1** The Supplier warrants and represents that it shall not act in any way which may harm the goodwill, name or reputation of the Company Group.
- 25.2** The Supplier undertakes and warrants that it has or will have good title to, and has or will have the right to offer to sell to the Companies, the Master Products in accordance with the relevant Contract.
- 25.3** **Authority:** Each party to each relevant Contract hereby warrants that it has the full power and authority to enter into such relevant Contract, and that this Master Agreement has been, and all Statements of Work will be, duly executed and delivered by its authorised signatory.
- 25.4** Each party to each relevant Contract hereby warrants that such relevant Contract does not conflict with any other agreement or obligation by which the respective party is bound, and that there is no material suit, action, arbitration, 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 such relevant Contract.
- 25.5** **Prices:** The Supplier warrants that it is selling at the lowest prices and upon the most favourable terms (including volume, quality and/or payment terms) that it offers any buyer for goods and services of the same or similar quality to that provided for in the relevant Contract. If the Supplier is not in compliance with this Clause 25.5, the Supplier agrees that:
- 25.5.1** The Contracting Company shall be entitled to pay such lower charge (in lieu of the Charges) at which the Supplier supplies to any other party equivalent equipment to the Deliverables; and/or
 - 25.5.2** it shall promptly reimburse or issue a credit note to the Contracting Company to make good the difference in sums paid by the Contracting Company compared to the lower charge at which the Supplier supplied the equivalent equipment to the Deliverables.
- 25.6** Any rights or remedies of ALPS and the Contracting Company set forth in this Clause 25 are not exclusive and in particular ALPS and the Contracting Company also each has all rights and remedies available under applicable law.

26. Indemnity applicable under each relevant Contract

26.1 Without limiting the generality of any provision in the relevant Contract, the Supplier shall fully indemnify, defend and hold harmless the Companies and each Company's respective directors, employees, representatives, agents, subcontractors and advisers (collectively, the "**Company Indemnitees**") from and against any and all Losses (including penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) which the Company Indemnitees may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against the Company Indemnitees, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of one (1) or more of the following:

26.1.1 any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct, of the Supplier and/or any Supplier Personnel;

26.1.2 the Supplier's and/or any Supplier Personnel's breach of or failure or delay in complying with, the relevant Contract;

26.1.3 any breach of the Supplier's obligations contained in Clause 31.23;

26.1.4 any security breach or unauthorised use, access, misappropriation, modification or other compromise of the IT Systems and Data, to the extent the same arose from an act or omission of the Supplier or its Affiliates;

26.1.5 any death, personal injury or loss or damage to property, arising from any act or omission of the Supplier and/or any Supplier Personnel;

26.1.6 any breach of or failure or delay in complying with any applicable Legal Requirements by the Supplier and/or any Supplier Personnel, including (without limiting the foregoing in any way):

(i) any workplace safety laws, regulations and codes; and

(ii) any breach of data protection or privacy laws in any relevant jurisdiction, or any confidentiality-related, security-related and/or personal data-related obligation (including any breach of the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("**PDPA**") or any of the data protection requirements as set out in Schedule 8, any breach of the obligations contained in Clause 31.23 or any security breach or unauthorised use, access, misappropriation, modification or other compromise of the IT Systems and Data) in such relevant Contract by the Supplier and/or any Supplier Personnel,

and if the Supplier fails to remedy any breach of or failure or delay in complying with any applicable Legal Requirements by the Supplier and/or any Supplier Personnel or to comply with any directive immediately after receipt of written notice to do so, the relevant Company Indemnitee may, in addition to any other remedies provided in the

relevant Contract, effect such measures as may be necessary to secure compliance and such Company Indemnitee may recover as debt due from the Supplier an amount sufficient to indemnify such Company Indemnitee against the cost of securing such compliance;

26.1.7 any fines or penalties imposed on the Company Indemnitees arising from a breach or non-compliance of such relevant Contract by the Supplier and/or any Supplier Personnel;

26.1.8 any Claims by any workmen, employee or agent of the Supplier for any personal injury and/or death suffered in connection with the performance of such relevant Contract but which is not limited to payment under the Work Injury Compensation Act (Cap. 354); or

26.1.9 any Claims brought or threatened by a third party against any Company Indemnitee arising from the circumstances specified in Clauses 26.1.1 to 26.1.8 or Claims by such third parties arising out of or in connection with the performance of such relevant Contract.

26.2 Notwithstanding any other provision of the relevant Contract, except with the prior written consent of the relevant Company, the Supplier shall not:

26.2.1 settle or compromise any cause of action, suit or other proceeding if the settlement or compromise obliges any Company to make any payment or bear any liability or be subject to any injunction or other interim measures by reason of such settlement or compromise;

26.2.2 assume any obligation or grant any rights or licences on behalf of any Company; or

26.2.3 make any statement at any time admitting liability for or on behalf of any Company.

27. Losses recoverable from the Supplier

27.1 Notwithstanding anything to the contrary and without limiting any right of recovery of the Companies arising out of or in connection with the relevant Contract, the following Losses shall be recoverable from the Supplier: (i) loss of anticipated savings; (ii) additional operational and/or administrative costs or expenses arising from the Supplier's breach or its negligence; (iii) additional costs and expenses reasonably incurred by the relevant Company or Companies in procuring and implementing alternative or replacement goods and services (such as external advisor costs, consultancy costs, management time and other personnel costs and other materials); and (iv) any fine or penalty imposed on the relevant Company or Companies by any and/or all relevant governmental, quasi-governmental, statutory or regulatory authorities.

28. The Company Materials

- 28.1** All Materials furnished to the Supplier by any of the Companies shall remain the sole property of the relevant Company. Such property shall be collectively referred to as the “**Company Materials**” and shall be plainly marked or otherwise identified by the Supplier as property of such relevant Company and shall be safely stored separately and apart from the Supplier’s property.
- 28.2** The Supplier shall not substitute any property for any Company Materials and shall not use any Company Materials except in fulfilling such relevant Company’s instructions or for the performance of its obligations under the relevant Contract.
- 28.3** While in the Supplier’s custody or control, the Company Materials will be held at the Supplier’s risk, kept insured at the Supplier’s costs and expenses, and subject to removal at ALPS’s or the relevant Company’s request.
- 28.4** The Supplier acknowledges that the relevant Companies have not made and do not make any representation, warranty or covenant, express or implied, with respect to the condition, quality, durability, or suitability of such Company Materials.

29. Intellectual Property Rights

- 29.1** The Supplier hereby agrees and acknowledges that:
- 29.1.1** any Intellectual Property Rights in and to the Company Materials shall vest solely in and belong exclusively to the relevant Company at all times;
 - 29.1.2** the Supplier shall utilise the Company Materials solely for purposes of the relevant Contract and shall not sell, assign, lease or otherwise commercially exploit the Company Materials in any form or manner. Other than as expressly provided herein, the Supplier further agrees that it retains no rights to use the Company Materials; and
 - 29.1.3** any Intellectual Property Rights in and to all the Company Materials shall vest solely in and belong exclusively to the relevant Company at all times and such Company shall be entitled to secure, confirm and/or protect such rights by way of obtaining registrations of the Intellectual Property Rights, in its sole name.
- 29.2** To the extent that any rights (including Intellectual Property Rights), title, and interests in the Company Materials (or any part thereof) anywhere in the world may remain or become vested in a third party (including the Supplier Personnel), the Supplier shall and hereby agrees to, and/or undertakes to procure such third party shall, irrevocably assign, transfer and convey absolutely and unconditionally to the relevant Company the said rights, title and interests by way of deed in a form prescribed by such Company.
- 29.3** The Supplier hereby confirms and agrees that each of the Companies shall be entitled to market, promote, offer for sale, or resell any and all of the Deliverables (or part thereof) to any of the other Companies or any third party in the exercise of its absolute discretion without restrictions of any kind, and the Supplier hereby undertakes not to take any action or enter into any agreements which may adversely affect such marketing, promotion, offer for sale or resale of the Deliverables by such Company, or frustrate the ability of such Company to fully

exercise such rights. The obligations of the Supplier under this Clause shall survive the expiry or termination of the relevant Contract.

29.4 Intellectual Property Infringement

29.4.1 Without prejudice to each Company's right to defend a claim alleging that the Deliverables, the Maintenance Services [or Documentation], and/or the supply, use or provision thereof (as the case may be), infringes any Intellectual Property Rights or other right of any third party, the Supplier shall, if requested by the relevant Company and at the expense of the Supplier, defend such claim or be joined in the defence of such claim. The Supplier shall observe such Company's directions relating to the defence or negotiation for settlement of the claim.

29.4.2 Such Company will, if requested by the Supplier and at the Supplier's expense, provide the Supplier with reasonable assistance in the defence of such claim.

30. Confidentiality

30.1 The Supplier shall treat as confidential the Confidential Information and shall not divulge any Confidential Information to any person (except to the Supplier Personnel and/or the Subcontractors and then only to those Supplier Personnel and/or Subcontractors who need to know the same) without prior written consent from the relevant Company. The Supplier shall ensure that the Supplier Personnel and the Subcontractors are aware of and comply with the provisions of this Clause 30. The Supplier shall take all reasonable precautions in dealing with any Confidential Information and shall establish and maintain sufficient security measures and procedures to provide for the safe custody of the Confidential Information and to prevent unauthorised access thereto or use thereof.

30.2 The Supplier warrants and undertakes that it:

30.2.1 shall not license, publish, exploit or deal with the Confidential Information in any form (including in aggregated form); and

30.2.2 other than as expressly required by the relevant Company, shall not carry out any data mining, data compilation or data extraction for the purposes of statistical, trade or for other forms of analysis (and the development of derivative materials and works) on any aspect of the business processes or practices of such Company, based on or in connection with any Confidential Information.

30.3 The Supplier acknowledges that monetary damages may not be a sufficient remedy for any breach of the terms of this Clause 30 and that in addition to any other remedies available at law or in equity, the relevant Company may seek injunctive and other legal or equitable relief against the Supplier for any breach or threatened breach of the provisions of this Clause 30.

30.4 The Supplier expressly agrees that it shall be liable for any Supplier Personnel's or the Subcontractor's breach or non-performance of this Clause 30 (including any unauthorised use

and unauthorised disclosure of the Confidential Information) even after any of such parties or entities ceases to be the Supplier Personnel or the Subcontractor.

30.5 The obligations of the Supplier under this Clause 30 shall survive the expiry or termination of the relevant Contract.

31. Miscellaneous

31.1 Notice

31.1.1 Notices under each relevant Contract may be delivered by hand, by registered mail, or by electronic mail to the addresses and numbers specified below or to the address notified to the other party in writing, from time to time:

- (i) **in the case of the Master Agreement:** as specified in Part 2d of Schedule 1; and
- (ii) **in the case of each Statement of Work:** as specified in **Parts (1) or (2)** (as the case may be) of the relevant Statement of Work.

31.1.2 Notice will be deemed given: (i) in the case of hand delivery or registered mail upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving party; and (ii) in the case of electronic mail, immediately provided that no delivery failure in respect of such email is received;

31.1.3 The address and numbers for notice may be changed by either party to the relevant Contract by giving notice to the other party as provided herein.

31.2 Relationship of the parties to the relevant Contracts: The Parties to each relevant Contract are independent contractors and nothing in such relevant Contract shall constitute or be construed as creating any agency (other than for such limited circumstances and scope as expressly set out in such relevant Contract or as otherwise expressly required by ALPS or the Contracting Company (as the case may be)), joint venture, partnership or other form of business association between such parties, nor to create any fiduciary relationship between such parties.

31.3 Conflicts, Gifts, Inducements and Rewards

31.3.1 The Supplier agrees that it will not offer, or give, or agree to give, to any employee, representative or third party acting on behalf of any of the Companies, or accept, or agree to accept from any employee, representative or third party acting on behalf of any of the Companies, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or performance of any relevant Contract or any related agreement. The Supplier shall promptly notify the relevant Company, if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of any relevant Contract or any related agreement.

31.3.2 ALPS and the Contracting Company shall be entitled to terminate the relevant Contract and to recover from the Supplier the amount of any loss resulting from such termination, if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of such relevant Contract or for showing or forbearing to show favour to any person in relation to any contract with any of the Companies, or if the like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with any of the Companies, the Supplier or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code (Cap. 224) or under the Prevention of Corruption Act (Cap. 241) or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.

31.3.3 The Supplier warrants and represents that it is not owned, controlled or actively influenced by any employee, officer, director or consultant of any of the Companies, or their immediate families. The Supplier does not employ any person who is an employee, officer, director or consultant of any of the Companies, or a member of their immediate families. The Supplier will refrain from offering gifts, entertainment, favours or services to employees, officers, directors and consultants of the Companies.

31.4 **Entire Agreement:** Each relevant Contract constitutes the entire agreement between the parties to such relevant Contract regarding its subject matter and supersedes all prior understandings, communications and agreements between the parties, whether written or oral, with respect to such subject matter.

31.5 **Delegation & Sub-Contracting**

31.5.1 The Supplier shall not delegate, sub-contract or otherwise arrange for a third party to perform any part of any relevant Contract, or to discharge any of the Supplier's duties or obligations under any part of the relevant Contract without the prior written consent of ALPS or the Contracting Company, as the case may be.

31.5.2 In the event ALPS or the Contracting Company consents to a sub-contract pursuant to Clause 31.5.1, the Supplier shall not be relieved of any of its liabilities or obligations under the relevant Contract and the Supplier shall be liable for the acts, defaults and neglects of any Subcontractor or any employee or agent of the Subcontractor as if they were the acts, defaults or neglects of the Supplier or the employees or agents of the Supplier.

31.5.3 The Supplier shall be responsible for ensuring the suitability of all the Subcontractors and for ensuring that the work performed by the Subcontractor meets the requirements of the relevant Contract.

31.5.4 The Supplier shall ensure that each Subcontractor is made aware of and subject to all the terms of the relevant Contract relevant to the Subcontractor's part in the performance of the relevant Contract.

31.5.5 Removal of Subcontractor: ALPS or the Contracting Company may, by notice to the Supplier, require the Supplier to cease using any subcontractor where ALPS or the Contracting Company (as the case may be) considers that:

- (i) the Subcontractor has or is likely to breach its security obligations;
- (ii) the Subcontractor has or is likely to breach its confidentiality obligations with respect to Confidential Information;
- (iii) the Subcontractor fails to comply in a material respect with any of its obligations under the relevant Contract; and
- (iv) ALPS or the Contracting Company (as the case may be) is not satisfied on reasonable grounds with the Subcontractor's ability to render future performance.

31.6 Co-Operation

31.6.1 The Supplier shall sign all documents and do all things necessary or desirable to give effect to the relevant Contract and will procure its officers, employees, subcontractors and agents to declare, make or sign all documents and do all things necessary or desirable to give full effect to such relevant Contract.

31.6.2 In addition to and notwithstanding any other obligation under the relevant Contract, the Supplier will:

- (i) to the maximum extent practicable, co-operate with ALPS or the Contracting Company (as the case may be) in the pursuit of ALPS's or the Contracting Company's (as the case may be) business objectives that are relevant to such relevant Contract;
- (ii) adopt best practice in the delivery of services pursuant to such relevant Contract; and
- (iii) as soon as practicable consult with ALPS or the Contracting Company (as the case may be) on any matter arising which may materially affect the performance by the Supplier of its obligations under such relevant Contract.

31.7 Use of Name: Except as may be necessary for either party to the relevant Contract to carry out its obligations under such relevant 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 either party, in any public announcement, news release,

advertising, or promotional literature, without first obtaining the written consent and approval of the other party.

31.8 Assignment

31.8.1 Each relevant Contract and all the rights and obligations of the Supplier thereunder are personal to the Supplier and the Supplier shall not delegate, assign, novate, sub-license, sub-contract, mortgage or charge any of those rights and/or obligations to any third party without the prior written consent of ALPS or the Contracting Company (as the case may be) which may be withheld for any reason.

31.8.2 Each relevant Contract and all the rights and obligations of ALPS or the Contracting Company (as the case may be) thereunder may be assigned, transferred, novated or otherwise dealt with by ALPS or the Contracting Company (as the case may be) to any other Company or Affiliates, and will inure to the benefit of such successors and assigns, and the Supplier shall do all things necessary to facilitate such assignment, transfer, novation or dealing.

31.9 Severability: If any provision of any relevant Contract is agreed by the parties to such relevant Contract to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, such relevant Contract shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the parties may agree.

31.10 Waiver: A failure by ALPS or the Contracting Company to exercise or enforce any rights conferred upon it by any relevant Contract shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. Waiver of any right arising from a breach or non-performance of any relevant Contract, or arising upon default under any relevant Contract, shall be in writing and signed by the party granting the waiver. A party to the relevant Contract is not entitled to rely on a delay in the exercise or non-exercise of a right arising from a breach or non-performance of any relevant Contract or on a default under such relevant Contract, as constituting a waiver of that right.

31.11 Rights of Third Parties: Save as otherwise expressly set out in the relevant Contract, the parties to each relevant Contract agree that a person or entity who is not a party to such relevant Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such relevant Contract, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 31.11 shall affect the rights of any permitted assignee or transferee of any relevant Contract.

31.12 Variation: No variation, amendment or rescission of each relevant Contract shall bind either party to such relevant Contract unless made in writing in the English language and signed by both parties. Without prejudice to the generality of Clause 31.11, such parties' rights to vary, amend or rescind the relevant Contract in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to such relevant Contract.

- 31.13 Governing Law:** Each relevant Contract (including, for the avoidance of doubt, any agreement to arbitrate) shall be subject to, governed by and construed in accordance with the laws of Singapore and the parties to such relevant Contract hereby submit to the jurisdiction of the Singapore Courts on the basis of the exclusivity as set out in Part 2f of Schedule 1. Such parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to any relevant Contract or to their relationship.
- 31.14 Cumulative rights and remedies:** Unless otherwise expressly agreed by the parties to the relevant Contract, or provided under the relevant Contract, the provisions of the relevant Contract, and the rights and remedies of the parties under the relevant Contract are cumulative and are without prejudice and in addition to any rights or remedies a party may have in law or in equity, and no exercise by a party of any one right or remedy under the relevant Contract, or at law or in equity, shall (save to the extent, if any, provided expressly in the relevant Contract or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy of a party as at law or in equity.
- 31.15 Schedules or Appendices:** The Supplier shall comply with all of its obligations in the Schedules or Appendices of the relevant Contract even where such obligations are not specifically set out or referred to in the Clauses or Paragraphs of the relevant Contract.
- 31.16 Injunctive Relief:** A party to the relevant Contract may seek immediate injunctive relief if it makes a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.
- 31.17 Language:** All data, documents, descriptions, diagrams, books, catalogues, instructions, materials and correspondence supplied under the relevant Contract shall be written in readily comprehensible English language unless otherwise specified in such relevant Contract. The Supplier Personnel shall be proficient in such language for the purpose of providing instructions, offering of advisory services, training and any other services as required by the relevant Contract.
- 31.18 Survival of Obligations:** All Clauses and Paragraphs of the relevant Contract (including the Schedules) so intended to survive after the expiry or termination of such relevant Contract shall survive such expiry or termination.
- 31.19 Counterparts:** Each relevant Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same agreement, provided that the relevant Contract shall be of no effect until the counterparts are exchanged. Signatures may be exchanged by e-mail, with original signatures to follow. It is agreed that the signature of the signatory transmitted by electronic means shall be deemed to be its original signature for the purposes of this Agreement. The Parties may execute this Agreement and any future agreements or amendments requiring a party's signature by using an electronic signature process (e.g. DocuSign, E-Signature by Adobe Sign, etc). The exchange of copies for this Agreement and of the signature page thereto by electronic means of transmission including signature process(es) such as

DocuSign and E-signature by Adobe Sign shall constitute effective execution and delivery of this Agreement may be used in lieu of the original Agreement for all purposes.

31.20 Public Announcement: Without prejudice to any of the provisions of Clause 30, the Supplier shall not, directly or indirectly, disclose any information regarding the relevant Contract, including any of the terms and conditions of the relevant Contract or any part thereof, all information relating to the value of the relevant Contract or the nature of the deliverables or services performed for ALPS or the Contracting Company, save with the prior written approval of ALPS or the Contracting Company (as the case may be) and subject to such conditions as ALPS or the Contracting Company (as the case may be) may impose.

31.21 Personal Data: Without prejudice to any other provision of the relevant Contract, the Supplier accepts and shall comply with Schedule 8 regarding personal data.

31.22 HealthTech Instruction Manual – Information and Communications Technology (ICT) (Security document): Without prejudice to any other provision of the relevant Contract, the Supplier accepts and shall comply with Schedule 9.

31.23 Cybersecurity

31.23.1 Except as disclosed in writing to the relevant Company,

- (i) (a) to the knowledge of the Supplier, there has been no:
 - (I) security breach, or
 - (II) unauthorised use, access, misappropriation, modification, or other compromise,of or relating to any information technology and computer systems, data storage systems, interfaces, networks, hardware, software, data or equipment owned by or licensed to the Supplier or its Affiliates, or sold, loaned, licensed, or otherwise made available to the Companies by the Supplier or its Affiliates (collectively, “**IT Systems and Data**”), and
- (b) the Supplier and its Affiliates have not received any written notice of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach, unauthorised use, access, misappropriation, modification, or other compromise to the IT Systems and Data;
- (ii) the Supplier and its Affiliates are presently in compliance with all applicable laws and regulations, internal policies and contractual obligations relating to the protection of IT Systems and Data from a security breach or unauthorised use, access, misappropriation, modification or other compromise;
- (iii) the Supplier and its Affiliates have implemented backup and disaster recovery technology; and

- (iv) nothing in this Clause 31.23 shall be construed to take away or to waive or in any manner to modify the right of the relevant Company to be indemnified by the Supplier in respect of all Losses whatsoever which, by reason of the Supplier's default or otherwise, may become payable by the relevant Company.

31.23.2 If at any time the Supplier becomes aware that a representation or warranty given by it under this Clause 31.23 has been breached, is untrue or is misleading, it shall immediately (i) notify the relevant Company of the relevant occurrence in sufficient detail to enable such Company to make an accurate assessment of the situation; and (ii) provide to such Company a plan to continue using the IT Systems and Data without being exposed to any security breach, unauthorised use, access, misappropriation, modification, or other compromise (the "**Plan**"). Such Company may accept, modify or reject the Plan. If such Company accepts the Plan, the Supplier shall immediately implement the Plan at its sole expense. If such Company modifies the Plan, the Supplier shall use best efforts to implement the modified Plan at its sole cost and expense.

31.23.3 The Plan may require the Supplier or its Affiliates to:

- (i) modify the IT Systems and Data (or part thereof) without affecting the capacity and performance of the IT Systems and Data; or
- (ii) replace the IT Systems and Data (or part thereof) with other IT Systems and Data of identical capability and performance.

31.23.4 If the Supplier does not provide the relevant Company with the Plan, if the relevant Company rejects the proposed Plan, if the Supplier does not implement the Plan or the modified Plan expeditiously, or if the Supplier breaches any obligation in this Clause 31.23, the relevant Company may immediately terminate the relevant Contract in whole, and the Supplier shall promptly refund to such Company the fees for any services related to the IT Systems and Data, without prejudice to any other rights of such Company. The Supplier shall also assist such Company to obtain access to replacement IT Systems and Data at the Supplier's cost and expense.

31.23.5 The Vendor shall indemnify, defend and hold harmless the Company Indemnitees against all liabilities, costs, expenses, damages and Losses (including but not limited to penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company Indemnitees arising out of or in connection with:

- (i) any breach of the obligations contained in this clause; or
- (ii) any security breach or unauthorized use, access, misappropriation, modification or other compromise of the IT Systems and Data, to the extent the same arose from an act or omission of the Vendor or its affiliates.

31.23.6 The obligations of the Supplier under this Clause 31.23 will survive the expiry or termination of the relevant Contract.

32. Medico-Legal Complaints

32.1 In the event of any complaints received by either Party (including but not limited to any and all hospital occurrence and/or adverse event reports) and such complaint is assessed to be of concern in relation to any matter of medical or professional management and/or potential malpractice liability (“Medico-Legal Complaint”) attributable to the supply of all the Deliverables and/or Services in this Master Agreement, the following procedure and guidelines shall apply:

32.1.1 each Party shall promptly inform the other Party on receipt of a Medico-Legal Complaint and shall provide copies of all relevant documents including but not limited to the written complaint, the reply (whether prepared or issued) and the patient’s case notes.

32.1.2 the Parties shall adhere to the Contracting Company’s “Clinical Complaints Management Framework” (where applicable) when dealing with Medico-Legal Complaints.

32.1.3 the Parties shall jointly investigate the Medico-Legal Complaint with a view to ensuring prompt and proper collating of adequate information to enable a proper review of the complaint, reporting to insurers, seeking of legal advice and effective handling of the complaint. If necessary, the Contracting Company’s appointed representatives in consultation with the Supplier or his/her nominee shall convene and appoint a panel to review/investigate the complaint. The Panel will comprise the Contracting Company’s and the Supplier’s representatives (in equal numbers) who are not personally involved and not from the department(s) involved with the complaint.

32.1.4 in the case where potential proceedings, suits, demands, action or liability (together, “Claims”) may arise from professional or medical negligence involving the Contracting Company’s doctors, facilities and staff, the Parties shall work towards (i) a coordinated defence or settlement against such Claim and (ii) the apportionment of liability between themselves in respect of such Claim.

Schedule 1 Definitions and Key Definitions

Part 1 Definitions

1. Definitions

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings:

- 1.1.1 “**Acceptance Tests**” is defined in Clause 14.12.
- 1.1.2 “**Affiliate**” means with respect to any individual, corporation, association or business entity which directly or indirectly Controls, is Controlled by, or is under common Control with the relevant entity.
- 1.1.3 “**Applicable Taxes**” means all or any taxes (excluding goods and services tax or other value added taxes whether payable in Singapore or elsewhere), duties and charges imposed or levied by the appropriate local or overseas governmental agencies in connection with the sale, supply, delivery and/or importation of the Deliverables or any other obligations of the Supplier under the relevant Statement of Work, in respect or in connection with the Deliverables, the obligations provided by the Supplier to the Contracting Company or any right, licence or privilege granted by the Supplier to the Contracting Company or any other party under the relevant Statement of Work.
- 1.1.4 “**Approved Maintenance Personnel**” means such employees of Supplier who are designated by the Supplier, and certified by the Supplier to be competent, to provide the maintenance services.
- 1.1.5 “**Bank**” is defined in Clause 6.2.
- 1.1.6 “**Banker’s Bond**” means the executed unconditional banker’s bond (in the form as prescribed in Schedule 11 from the Bank) in accordance with Clause 6.2.
- 1.1.7 “**Bond Amount**” is defined in Clause 6.1.
- 1.1.8 “**Business Day**” means any day other than a Saturday, Sunday and 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, 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, then that time limit is deemed to only expire on the next business day.
- 1.1.9 “**Charges**” means all amounts, charges and fees payable by the Contracting Company set out in **Part (13)** of the relevant Statement of Work, including the Deliverable Costs, Other Costs and Specific Maintenance Charges.

- 1.1.10 “**Claim**” means all claims, liabilities, losses, demands, damages, liens, causes of action of any kind, obligations, costs, judgments, interest and awards (including recoverable legal counsel fees and costs of litigation of the person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.
- 1.1.11 “**Company**” means an entity within the Company Group, and “**Companies**” means all entities within the Company Group.
- 1.1.12 “**Company Group**” shall refer to ALPS and all the entities which are listed in Schedule 4 as such list may be amended by ALPS from time to time pursuant to Clause 3.6.1(i).
- 1.1.13 “**Company Indemnitees**” is defined in Clause 26.1.
- 1.1.14 “**Company Materials**” is defined in Clause 28.1.
- 1.1.15 “**Company Personal Data**” is defined in Schedule 8.
- 1.1.16 “**Confidential Information**” means the confidential all information of ALPS and the Companies which the Parties have 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 thirty (30) days after its disclosure] including but without any limitation whatsoever: (i) all of their commercial, marketing, sales, technical, scientific, operational, business and human resource information, strategic and development plans, intentions, all trade secrets, business plans, financial and/or contractual arrangements, product information, processes, formulas, designs, specifications, drawings, data, manuals and instructions; (ii) information of or relating to the financial condition of ALPS and the Companies and its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever, whether electronic or otherwise scientific, technical, intellectual or other information in any form whatsoever, whether electronic or otherwise, relating to methods, processes, compositions, systems, techniques, product information, inventions, know-how, 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 one party to other party, whether stored electronically or otherwise; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of either party made or acquired by the other party or coming into its possession or control in any manner whatsoever, which ALPS and/or the relevant Company considers to be confidential or which ALPS and/or the relevant Company marks as confidential at the time of disclosure.
- 1.1.17 “**Contract**” as used in the phrases “*relevant Contract*” or “*relevant Contracts*” means:

- (i) in relation to the Contracting Company and the Supplier (in their capacity as the contracting parties to a Statement of Work), the relevant Statement of Work to which they are parties; and
 - (ii) in relation to ALPS and the Supplier (in their capacity as the contracting parties to this Master Agreement), this Master Agreement.
- 1.1.18 “**Contracting Company**” means each Company who is party to the relevant Statement of Work.
- 1.1.19 “**Contracting Company’s Data**” means any data, databases or information generated, processed, compiled, stored, arranged or developed on the Deliverables or the Contracting Company’s Systems (as the case may be) pursuant to the relevant Statement of Work.
- 1.1.20 “**Contracting Company Indemnitees**” is defined in Clause 18.1.
- 1.1.21 “**Contracting Company’s Personal Data**” is defined in Schedule 8.
- 1.1.22 “**Contracting Company’s Premises**” shall be as set out in **Part (8)** of the relevant Statement of Work.
- 1.1.23 “**Contracting Company’s Systems**” means hardware, software, systems, applications, equipment, networks, servers or other facilities that are owned, leased or under the control of the Contracting Company.
- 1.1.24 “**Control**” means with respect to any person, the right to exercise, directly or indirectly, more than fifty per cent. (50%) of the voting rights attributable to the management of that person and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, and “*Controlled*” shall be construed accordingly.
- 1.1.25 “**Corrective Maintenance Services**” is defined in Clause 14.20.1(ii)(a).
- 1.1.26 “**Data Handler**” is defined in Schedule 8.
- 1.1.27 “**Deliverable Costs**” means the fees payable by the Contracting Company to the Supplier for the Deliverables, set out in **Part (13)** of the relevant Statement of Work.
- 1.1.28 “**Deliverables**” means the Equipment and any other equipment or the deliverables set out in **Part (5)** of the relevant Statement of Work, to be supplied and delivered by the Supplier to the Contracting Company pursuant to such Statement of Work.
- 1.1.29 “**Delivery Date**” shall be as set out in **Part (7)** of the relevant Statement of Work.
- 1.1.30 “**Delivery Location**” shall be as set out in **Part (7)** of the relevant Statement of Work.
- 1.1.31 “**Dispute**” is defined in Clause 10.1.

- 1.1.32 “**Documentation**” means the user, parts and operating manuals for or in respect of the Deliverables and all other documentation to be supplied, prepared (or in the case of third party equipment, to be procured) by the Supplier, including the documentation set out in Part (5A) of the relevant Statement of Work.
- 1.1.33 “**Effective Date**” means the date set out in Part 2a of Schedule 1.
- 1.1.34 “**Equipment**” means the specific Master Equipment set out in **Part (3)** of the relevant Statement of Work, to be supplied and delivered by the Supplier to the Contracting Company pursuant to such Statement of Work.
- 1.1.35 “**Existing Systems**” is defined in Clause 14.19.1.
- 1.1.36 “**Expiry Date**” is defined in Clause 6.2.3.
- 1.1.37 “**Extended Term**” means the duration set out in Part 2h of Schedule 1 that ALPS may extend the Initial Term pursuant to Clause 2.1.
- 1.1.38 “**Final Acceptance Notice**” is defined in Clause 14.13.
- 1.1.39 “**Force Majeure Event**” means one (1) of the following events: acts of God, acts of civil or military authority, governmental restrictions, fires, wars, acts of foreign enemies, terrorist acts, riots, earthquakes, storms, typhoons, rain or floods (however caused), outbreaks, epidemics, pandemics, global emergencies (other than delays caused by the Supplier or the Supplier’s Subcontractors). “*Force Majeure Event*” excludes, amongst other things, pandemic, any lockout, labour dispute or shortage, strike, slow, obstructive or disruptive work by the Supplier’s employees or those of its agents, the Subcontractors or the suppliers or any tariffs or import quotas.
- 1.1.40 “**Form of Statement of Work**” is defined in Clause 3.2.1.
- 1.1.41 “**Handover**” is defined in Clause 20.3.4.
- 1.1.42 “**Handover Plan**” is defined in Clause 20.3.4.
- 1.1.43 “**Implementation Plan**” is defined in **Part (6)** of the relevant Statement of Work.
- 1.1.44 “**Initial Term**” means the initial term of the Master Agreement set out in Part 2g of Schedule 1.
- 1.1.45 “**Intellectual Property Rights**” means all copyright, patents, trade marks, service marks, layout design rights, registered designs, design rights, trade secrets, know-how, database rights relating to computer software, and any other industrial or intellectual property rights; and “*Know-how*” means any experience, methods, techniques, trade or business names, inventions, innovations, unpatentable processes, technical information, specifications, recipes, secret formulae, designs, plans, documentation, drawings, data or processes, discoveries, lists of the suppliers and customers and other confidential and proprietary knowledge and information,

rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

- 1.1.46 “**IT Systems and Data**” is defined in Clause 31.23.
- 1.1.47 “**Legal Requirements**” means all laws and regulatory requirements, judgements, injunctions, guidelines, codes of practice, local or international standards, conditions, directives, vaccinations, policies or measures of any kind on the part of any government, regulatory body, court or competent authority in all applicable jurisdictions and any permits and licences, applicable or necessary for the performance of an activity or undertaking in any applicable jurisdictions from time to time.
- 1.1.48 “**Losses**” means all losses, liabilities, settlement sums, costs (including legal costs and costs of other professionals), charges, expenses, actions, proceedings, claims and demands, whether foreseeable or not.
- 1.1.49 “**Maintenance Services**” means the Warranty Period Maintenance Services and the Specific Maintenance Services (as applicable under the relevant Statement of Work).
- 1.1.50 “**Maintenance Support Hours**” means the times during which the Maintenance Services shall be carried out, as set out in Part (9) of the relevant Statement of Work.
- 1.1.51 “**Master Equipment**” means the [medical devices, instrument sets and other equipment] as specified in Schedule 3, which may be procured by the Companies from time to time.
- 1.1.52 “**Materials**” means all tools, machinery, equipment, data, documents, methodology, technical drawings, schematics and all other materials, in whatever form or medium and any material affixed or attached thereto.
- 1.1.53 “**New Contractor**” is defined in Clause 20.3.3.
- 1.1.54 “**Other Costs**” means all other fees payable by the Contracting Company to the Supplier for freight, delivery, storage where specified in Schedule 5 for such Contracting Company, as set out in Part (13) of the relevant Statement of Work.
- 1.1.55 “**Pandemic**” is defined in Clause 21.5.
- 1.1.56 “**Pandemic Illness**” is defined in Clause 21.5.1.
- 1.1.57 “**Party**” means either ALPS or the Supplier, and the “**Parties**” means both ALPS and the Supplier.

- 1.1.58 **“Payment Schedule”** means the terms of payment set out in **Part (14)** of the relevant Statement of Work.
- 1.1.59 **“PDPA”** is defined in Clause 26.1.6(ii).
- 1.1.60 **“Plan”** is defined in Clause 31.23.
- 1.1.61 **“Preparation Notice Period”** means the notice period set out in Part 2i of Schedule 1.
- 1.1.62 **“Preventive Maintenance Services”** is defined in Clause 14.20.1(i)(a).
- 1.1.63 **“Project Manager”** means the person nominated by a Party pursuant to Clause 4.1 from time to time, the first (1st) such person to be the person specified in Part 2c of Schedule 1.
- 1.1.64 **“Statement of Work”** means a Statement of Work in the Form of Statement of Work which has been issued by the relevant Contracting Company in accordance with Clause 3.2.1. Statements of Work shall be attached in Schedule 2 pursuant to Clause 3.4.
- 1.1.65 **“Ready for Use”** means fully installed and successfully tested in accordance with Clause 14.13.
- 1.1.66 **“Relevant Equipment”** is defined in Schedule 3.
- 1.1.67 **“Representative”** means the person nominated by a party to the relevant Statement of Work pursuant to Clause 13.4, the first (1st) such person to be the person specified in **Parts (1) or (2)** (as the case may be) of the relevant Statement of Work.
- 1.1.68 **“Resolution Meeting”** is defined in Clause 10.1.1.
- 1.1.69 **“Resolution Notice”** is defined in Clause 10.1.1.
- 1.1.70 **“Resolution Period”** is defined in Clause 10.1.1.
- 1.1.71 **“Security Deposit”** is defined in Clause 6.1.
- 1.1.72 **“Service Level Credits”**:
- (i) **in respect of the Warranty Period Maintenance Services**: means the service level credits in respect of the Warranty Period Maintenance Services described in Part **(12)** of the relevant Statement of Work; and
 - (ii) **in respect of the Specific Maintenance Services**: means the service level credits described in respect of such Specific Maintenance Services as set out in Schedule 3;

1.1.73 “**Service Levels**”:

- (i) **in respect of the Warranty Period Maintenance Services**: means the service levels in respect of the Warranty Period Maintenance Services set out in **Part (11)** of the relevant Statement of Work; and
- (ii) **in respect of the Specific Maintenance Services**: means the service levels in respect of such Specific Maintenance Services as set out in Schedule 3;

1.1.74 “**Service Report**” is defined in Clause 14.20.4.

1.1.75 “**SIAC**” is defined in Clause 10.3.1.

1.1.76 “**SIAC Rules**” is defined in Clause 10.3.1.

1.1.77 “**Specific Maintenance Charges**” means the charges payable for such Specific Maintenance Services as set out in Schedule 3.

1.1.78 “**Specific Maintenance Services**” means the specific maintenance service(s) described in Schedule 3 which are selected by the Contracting Company pursuant to Part **(4)** of the relevant Statement of Work.

1.1.79 “**Specifications**” means the detailed technical, functional, performance and other requirements and specifications for each Equipment as set out for the same in Schedule 3 (including in particular the specifications and other requirements under the “*Specifications*”, and “*Additional Requirements*” column of Schedule 3) comprised in the Deliverables.

1.1.80 “**Staff**” is defined in Clause 21.5.

1.1.81

1.1.82 “**Subcontractor**” means any person, firm or company approved in writing by ALPS or the Contracting Company (as the case may be) to furnish goods or services directly or indirectly to the Supplier for purposes of such Statement of Work, which shall include all manufacturers of Equipment.

1.1.83 “**Subcontractor Personnel**” means employees, personnel, secondees, agents, principals and contractors of the Subcontractor.

1.1.84 “**Supplier Personnel**” means employees, personnel, secondees, agents, principals and contractors of the Supplier, who are individuals, and includes employees, personnel, secondees, agents, principals and contractors, who are individuals, of the Subcontractors.

1.1.85 “**Terms of Delivery**” means the terms of the delivery set out in Clause 14.7.1, Part 2j of Schedule 1 and **Part (7)** of the relevant Statement of Work.

- 1.1.86 “**Test Procedures**” is defined in Clause 14.12.
- 1.1.87 “**Updates**” is defined in Clause 14.20.9.
- 1.1.88 “**Virus(es)**” means: (a) any and all forms of malicious, surreptitious, destructive or corrupting code, agent, macro or any other program, including viruses, Trojan Horses, worms and logic bombs or any other software routine or hardware, which are designed to permit unauthorized access, to disable, erase, corrupt, shut down, disrupt the normal operation of or otherwise harm, damage or impede the use of any information system, software, hardware or data, or to perform any such actions; or (b) any device, method, or token whose apparent or intended purpose is to allow circumvention of the normal security of the Deliverables or the Contracting Company’s Systems, or any part thereof or other system containing the code.
- 1.1.89 “**Warranty Period**” shall be as set out in **Part (10)** of the relevant Statement of Work.
- 1.1.90 “**Warranty Period Maintenance Services**” is defined in Clause 14.20.1.
- 1.1.91 “**Withdrawn Equipment**” is defined in Clause 19.1.5.
- 1.1.92 “**Year**” means the period of twelve (12) calendar months from the expiry of the Warranty Period and each subsequent consecutive period of twelve (12) calendar months.

Part 2 Key Definitions

Part	Term	Definition
a.	Effective Date	[insert]
b.	Conditions precedent	(i) The Supplier having lodged with ALPS a security deposit in compliance with Clause 6 by [insert date]; and (ii) [insert any other condition].
c.	Project Managers	ALPS: [insert name and designation] The Supplier: [insert name and designation]
d.	Notices	ALPS Address : [insert] Email : [insert] Fax : [insert] Tel : [insert] The Supplier Address : [insert] Email : [insert] Fax : [insert] Tel : [insert]
e.	Certifications	[insert]
f.	Exclusivity of jurisdiction	[Exclusive]

Part	Term	Definition
g.	Initial Term	[insert] years
h.	Extended Term	[insert] years
i.	Preparation Notice Period	[insert notice period e.g. "at least two (2) days before the applicable delivery dates of any Deliverables"]
j.	Terms of Delivery	<p>(i) Packaging, marking and other associated activities: The Supplier is obliged to package, mark and ship all the Deliverables in accordance with the terms of the relevant Statement of Work. When the Deliverables are ready for delivery to the Contracting Company or its nominee, the Supplier shall inform the Contracting Company of such pending delivery [insert number] days beforehand and thereafter deliver the Deliverables to the relevant Delivery Location.</p> <p>(ii) The Supplier shall ship all the Deliverables [in boxes] labelled with proper handling instructions, delivery/shipping information, contents and quantity, along with any applicable part numbers or other technical information. An itemised packing list shall accompany each delivery.</p> <p>(iii) If the Supplier fails to timely deliver the Deliverables, and the specified method of transportation would not permit the Supplier to meet applicable Delivery Date specified in the relevant Statement of Work, the Supplier shall, at the Supplier's sole cost and expense, deliver such Deliverables by air transportation or other expedited means acceptable to the Contracting Company.</p> <p>(iv) If the Supplier fails to meet a required Delivery Date, the Contracting Company may procure replacement equipment or services. The Supplier will be responsible for all costs incurred by the Contracting Company as a result of early or late deliveries.</p> <p>(v) Unless otherwise agreed in writing, delivery will occur, and title and risk of loss will transfer as provided in Clauses 14.7.4 and 14.7.5.</p> <p>(vi) [state all other specific terms and conditions relating to delivery].</p>

Schedule 2
Statements of Work

This Schedule 2 shall contain executed Statements of Work as contemplated by Clause 3.4.

Schedule 3 Master Equipment

Category	Equipment	Specifications	Unit	Unit Price (SGD) with any applicable discount	Additional Requirements
[Insert description of category of equipment (e.g. medical devices)]	[insert description of Equipment]	[insert specifications of Equipment]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]
[Insert description of category of equipment (e.g. medical devices)]	[insert description of Equipment]	[insert specifications of Equipment]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]
[Insert description of category of equipment (e.g. medical devices)]	[insert description of Equipment]	[insert specifications of Equipment]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]

Specific Maintenance Services

Name of Specific Maintenance Service	Description of Service	Service Period	Service Levels	Service Level Credits	Charges (SGD) with any applicable discount	Additional Requirements
[Insert description of category of service (e.g. Preventive Maintenance Service)]	[insert description of service]	[insert duration of service]	[insert description of service levels]	<p>"Monthly Uptime Percentage" is calculated in accordance with the following formula:</p> <p>Monthly Uptime Percentage $= \left(\frac{\text{Total Minutes in Month} - \text{Total Minutes of Downtime in Month}}{\text{Total Minutes in Month}} \right) \times 100$</p> <p>[[insert name of Deliverable]</p> <p>Monthly Uptime Percentage: no less than ninety-eight per cent (98%)</p> <p>For the purposes of calculating uptime and availability of [insert name of the Deliverable], downtime shall not include any period of downtime that is a result of any of the following:</p> <ul style="list-style-type: none"> a. [Maintenance Services] by the Supplier pursuant to a Statement of Work; b. Force Majeure Event; and c. [insert].] 	[insert charges and any applicable discount]	[insert]

Name of Specific Maintenance Service	Description of Service	Service Period	Service Levels	Service Level Credits	Charges (SGD) with any applicable discount	Additional Requirements
[Insert description of category of service (e.g. Corrective Maintenance Service)]	[insert description of service]	[insert duration of service]	[insert description of service levels]	[insert description of service level credit regime]	[insert charges and any applicable discount]	[insert]
[Insert description of category of service (e.g. Ad-Hoc Maintenance Service)]	[insert description of service]	[insert duration of service]	[insert description of service levels]	[insert description of service level credit regime]	[insert charges and any applicable discount]	[insert]

Schedule 4 Companies

1. ALPS Pte. Ltd., UEN 201805065E;
2. Changi General Hospital Pte Ltd, UEN 198904226R;
3. KK Women's and Children's Hospital Pte Ltd, UEN 198904227G;
4. Sengkang General Hospital Pte Ltd, UEN 201220357K;
5. Singapore General Hospital Pte Ltd, UEN 198703907Z;
6. SingHealth Community Hospitals, UEN 53351398K;
7. National Cancer Centre of Singapore Pte Ltd, UEN 199801562Z;
8. National Dental Centre of Singapore Pte Ltd, UEN 199505641M;
9. National Heart Centre of Singapore Pte Ltd, UEN 199801148C;
10. Singapore National Eye Centre Pte Ltd, UEN 198900840W;
11. National Neuroscience Institute of Singapore Pte Ltd, UEN 199801559D;
12. SingHealth Polyclinics, UEN 52928775K;
13. Singapore Health Services Pte Ltd, UEN 200002698Z;
14. Singapore Eye Research Institute, UEN 199704888Z;

(The companies/businesses above are incorporated in Singapore and have their registered offices at 10 Hospital Boulevard #19-01 Outram Community Hospital Singapore 168582.)

15. Alexandra Health Pte Ltd, UEN 200717564H, a company incorporated in Singapore and having its registered office at 90 Yishun Central, Khoo Teck Puat Hospital, Singapore 768828;
16. Institute of Mental Health, UEN 52930996C, a company incorporated in Singapore and having its registered office at 10 Buangkok View, Institute of Mental Health, Singapore 539747;
17. Tan Tock Seng Hospital Pte Ltd, UEN 199003683N, a company incorporated in Singapore and having its registered office at 11 Jalan Tan Tock Seng, Tan Tock Seng Hospital, Singapore 308433;
18. WoodlandsHealth Pte Ltd, UEN 201426682D, a company incorporated in Singapore and having its registered office at 2 Yishun Central 2, Yishun Community Hospital, Singapore 768024;

19. Yishun Community Hospital Pte Ltd, UEN 201333346W, a company incorporated in Singapore and having its registered office at 2 Yishun Central 2, Yishun Community Hospital, Singapore 768024;
20. Admiralty Medical Centre Pte Ltd, UEN 201618776K, a company incorporated in Singapore and having its registered office at 90 Yishun Central, Khoo Teck Puat Hospital, Singapore 768828;
21. National Skin Centre (Singapore) Pte Ltd, UEN 198801862W, a company incorporated in Singapore and having its registered office at 1 Mandalay Road, National Skin Centre, Singapore 308205;
22. National Healthcare Group Polyclinics, UEN 52929305J, a company incorporated in Singapore and having its registered office at 3 Fusionopolis Link, #05-10 Nexus@one-north, Singapore 138543;
23. National Healthcare Group Diagnostics, UEN 52936325M, a company incorporated in Singapore and having its registered office at 3 Fusionopolis Link, #05-08 Nexus@one-north, Singapore 138543;
24. National Healthcare Group Pharmacy, UEN 52930641K, a company incorporated in Singapore and having its registered office at 3 Fusionopolis Link, #05-07 Nexus@one-north, Singapore 138543;
25. National Healthcare Group Pte Ltd, UEN 200002150H, a company incorporated in Singapore and having its registered office at 3 Fusionopolis Link, #03-08 Nexus@one-north, Singapore 138543;
26. Alexandra Hospital, UEN 53360086C a company incorporated in Singapore and having its registered office at 378 Alexandra Road, Alexandra hospital, Singapore 159964;
27. National University Hospital (Singapore) Pte Ltd, UEN 198500843R, a company incorporated in Singapore and having its registered office at 5 Lower Kent Ridge Road, National University Hospital, Singapore 119074;
28. Ng Teng Fong General Hospital, UEN 53144825L, a company incorporated in Singapore and having its registered office at 1 Jurong East Street 21, Singapore 609606;
29. Jurong Community Hospital, UEN 53238509L, a company incorporated in Singapore and having its registered office at 1 Jurong East Street 21, Singapore 609606;
30. Jurong Medical Centre, UEN 53072426W, a company incorporated in Singapore and having its registered office at 60 Jurong West Central 3, Singapore 648346;
31. National University Polyclinics, UEN 53358682L, a company incorporated in Singapore and having its registered office at 1 Jurong East Street 21, Singapore 609606; and

32. Ang Mo Kio – Thye Hua Kwan Hospital Ltd, UEN 200201385C, a company incorporated in Singapore and having its registered office at 1 North Bridge Road, #23-03, High Street Centre, Singapore 179094.

**Schedule 5
Company-Specific Terms**

Part	Company	Specific Terms
(1)	a. [insert] b. [insert] c. [insert]	<p>[insert any applicable specific terms that apply to these Companies, for example:</p> <p>Other Costs: Other Costs payable by each such Contracting Company pursuant to each relevant Statement of Work are as follows:</p> <ul style="list-style-type: none"> • Storage costs, to be capped at [insert] per cent. ([●]%) of the Deliverable Costs; and • Freight and delivery costs: NIL (at the Supplier's own costs and expenses) <p>Specific Warranties:</p> <ul style="list-style-type: none"> • [insert] • [insert] <p>]</p>
(2)	a. [insert] b. [insert] c. [insert]	[insert]
(3)	a. [insert] b. [insert] c. [insert]	[insert]
(4)	a. [insert] b. [insert] c. [insert]	[insert]
(5)	a. [insert] b. [insert] c. [insert]	[insert]
(6)	a. [insert] b. [insert] c. [insert]	[insert]

Schedule 6
Form of Statement of Work

COVER SHEET
STATEMENT OF WORK

This Statement of Work (No. [insert reference number]) (“**Statement of Work**”) consists of this Cover Sheet and the attached Terms and Conditions and is made on _____ day of _____, _____ (the “**Statement of Work Date**”) between the following Contracting Company and Supplier in relation to the supply and delivery of certain deliverables and services as set out below:

[Please do not amend or remove any of the following parts or part numbers as these are referenced in the Master Agreement and this Statement of Work]

Contracting Entities								
Part (1) Contracting Company	<p>_____ (name) (Company Registration No: _____), a corporation incorporated in <u>[insert country]</u> and having its registered address at _____ (the “Contracting Company”)</p> <p>Notices and correspondence</p> <p>Address: _____ _____</p> <p>Email: _____</p> <p>Fax: _____</p> <p>Representative: _____</p>							
Part (2) Supplier	<p>_____ (name) (Company Registration No: _____), a corporation incorporated in <u>[insert country]</u> and having its registered address at _____ (the “Supplier”)</p> <p>Notices and correspondence</p> <p>Address : _____ _____</p> <p><u>[24-hour mobile no.: _____]</u></p> <p>Email: _____</p> <p>Fax: _____</p> <p>Representative: _____</p>							
SCOPE OF STATEMENT OF WORK								
Part (3) Equipment & Quantity	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; padding: 5px;">Equipment</th> <th style="text-align: left; padding: 5px;">Quantity</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">• <u>[to be specified from list of Master Equipment]</u></td> <td style="padding: 5px;"><u>[insert]</u></td> </tr> <tr> <td style="padding: 5px;">• <u>[to be specified from list of Master Equipment]</u></td> <td style="padding: 5px;"><u>[insert]</u></td> </tr> </tbody> </table>	Equipment	Quantity	• <u>[to be specified from list of Master Equipment]</u>	<u>[insert]</u>	• <u>[to be specified from list of Master Equipment]</u>	<u>[insert]</u>	
Equipment	Quantity							
• <u>[to be specified from list of Master Equipment]</u>	<u>[insert]</u>							
• <u>[to be specified from list of Master Equipment]</u>	<u>[insert]</u>							

	<ul style="list-style-type: none"> • [to be specified from list of Master Equipment] [insert]
Part (4) Maintenance Services	<p>Supplier shall provide the following Maintenance Services:</p> <ul style="list-style-type: none"> • Warranty Period Maintenance Services; and <p>[The above should be retained in all Statements of Work as the “default” position in the Master Agreement is that Supplier is to provide Warranty Period Maintenance Services.]</p> • Specific Maintenance Services <p>[To set out here all types of Specific Maintenance Services from the list of Specific Maintenance Services set out in Schedule 3 of the Master Agreement (which will be “locked-in” in this template Statement of Work), which Contracting Company and Supplier may only tick as appropriate.]</p> <ul style="list-style-type: none"> <input type="checkbox"/> [Name of service] <input type="checkbox"/> [Name of service] <input type="checkbox"/> [Name of service]
Part (5) Deliverables	<p>[To set out here all deliverables (including Equipment and any deliverables/services that are <i>not</i> from the list of Master Equipment) required to be provided by Supplier. “Deliverables” is used to refer to <u>all</u> physical goods and materials that Supplier is to supply or furnish to Contracting Company and it <u>must</u> include the Equipment. ALPS to insert permitted items that could comprise deliverables (which will be “locked-in” in this template Statement of Work) which Contracting Company and Supplier may only tick as appropriate]</p> <p>“Deliverables” means the following:</p> <ul style="list-style-type: none"> • the Equipment; and <input type="checkbox"/> [insert item] <input type="checkbox"/> [insert item] <input type="checkbox"/> [insert item]
[Part (5A) Documentation]	<p>[This part may be used to supplement the definition by referring to specific types of documentation that could be required for a particular engagement with a Supplier. Once finalised, the stipulated options will be ‘locked-in’ in this template Statement of Work. This Part would then be ready for Contracting Company to select the required specific documentation for greater clarity]</p> <ul style="list-style-type: none"> <input type="checkbox"/> [insert details of type of documentation required] <input type="checkbox"/> [insert details of type of documentation required] <input type="checkbox"/> [insert details of type of documentation required]
Part (6) Implementation Plan	<p>[The following are some sample implementation schedules included for your consideration]</p> <p>“Implementation Plan” means the following time schedule:</p> <ul style="list-style-type: none"> • All Deliverables must be delivered to Delivery Location by Delivery Date. • All Deliverables must be ready for Acceptance Tests at the Delivery Location within [state timeframe (in days/weeks)] from Delivery Date. • [state other events/services and their corresponding date of completion]
Part (7) Terms of Delivery	<ul style="list-style-type: none"> • Delivery Location(s): [state address] • Delivery Date(s): [state time and date preferably with reference to the “Statement of Work Date” (e.g. “7 business days from the Statement of Work Date”)]

<p>Part (8) Contracting Company Premises</p>	<p>[To set out here the premises of Contracting Company. In particular, the locations should the location(s) where the Deliverables would be stored, maintained or installed.]</p> <p>“Contracting Company Premises” includes the following:</p> <ul style="list-style-type: none"> • [insert location]; • [insert location]; • Delivery Locations, • and such other locations as may be designated by Contracting Company in writing from time to time.
<p>MAINTENANCE</p>	
<p>Part (9) Maintenance Support Hours</p>	<p>“Maintenance Support Hours” means:</p> <ul style="list-style-type: none"> • [insert, e.g. Mondays to Fridays (8:00am to 5:30pm) and Saturdays (8:00am to 1:00pm), excluding Sundays and Public Holidays]
<p>Part (10) Warranty Period</p>	<p>“Warranty Period” in respect of the Warranty Period Maintenance Services means:</p> <ul style="list-style-type: none"> • [A period of [12 months] from the date of the Final Acceptance Notice or in the case of replaced or repaired Deliverables, [12 months] from the date of completion of the repair or receipt of the replacement Deliverable by Contracting Company or in the case of re-performed services, [12 months] from the date of completion of the re-performed services. For the avoidance of doubt, the obligations of Supplier with respect to the Warranty Period, shall survive the termination of the Master Agreement and/or this Statement of Work until the expiry or completion of such Warranty Period.] <p>[To specify, if necessary, separate warranty periods for different Deliverables.]</p>
<p>Part (11) Service Levels</p>	<ul style="list-style-type: none"> • Warranty Period Maintenance Services <ul style="list-style-type: none"> ○ [insert] • Specific Maintenance Services: as set out in Schedule 3 of the Master Agreement
<p>Part (12) Service Level Credits</p>	<ul style="list-style-type: none"> • Warranty Period Maintenance Services <ul style="list-style-type: none"> ○ [insert] • Specific Maintenance Services: as set out in Schedule 3 of the Master Agreement
<p>FINANCIALS</p>	
<p>Part (13) Charges</p>	<p>“Charges” shall comprise of the following:</p> <ul style="list-style-type: none"> • Deliverable Costs: SGD[insert amount] (including all applicable discounts) [To insert agreed pricing that are aligned with unit pricing set out in the Master Agreement] • Specific Maintenance Charges <ul style="list-style-type: none"> ○ [Name of service]: SGD[insert amount] (including all applicable discounts) ○ [Name of service]: SGD[insert amount] (including all applicable discounts) ○ [Name of service]: SGD[insert amount] (including all applicable discounts) <p>[To insert agreed pricing for the in-scope Specific Maintenance Services, that are aligned with pricing set out in the Master Agreement.]</p> <ul style="list-style-type: none"> • Other Costs: SGD[insert amount if applicable, if not to state “NIL”]
<p>Part (14) Payment Schedule</p>	<ul style="list-style-type: none"> • Deliverable Costs: [Supplier shall submit a detailed invoice in respect of Deliverable Costs within [insert] days from the date of Final Acceptance Notice. Contracting Company shall make payment of all undisputed invoiced amounts to

Contracting Company within [60 calendar days] after the date Contracting Company receives Supplier's invoice therefor.]

- **Specific Maintenance Charges:** [insert applicable payment schedule here]
- **Other Costs:** [Contracting Company shall make payment of all undisputed invoiced amounts in respect of Other Costs to Contracting Company within [60 calendar days] after the date Contracting Company receives Supplier's invoice therefor.]

VARIATIONS

**Part (15)
Variations to Master
Agreement**

[Only the following variations (which relates to obligations between Contracting Company and Supplier) are allowed.]

- [state variance that may be made]: [describe variance]
- [state variance that may be made]: [describe variance]
- [state variance that may be made]: [describe variance]

The Parties acknowledge and agree that this Statement of Work has been entered into on the Statement of Work Date.

<p>Contracting Company</p> <p>_____</p> <p>(sign above)</p> <p>Name _____</p> <p>Title: _____</p> <p>For and on behalf of</p> <p>[Select one of the two options below, depending on the entity signing the SOW]</p> <p>ALPS Pte. Ltd. (acting in its capacity as agent of [insert name of Contracting Company])</p> <p>OR</p> <p>[insert name of Contracting Company]</p>	<p>Supplier</p> <p>_____</p> <p>(sign above)</p> <p>Name _____</p> <p>Title: _____</p> <p>For and on behalf of</p> <p>[insert name of Supplier]</p>
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**Schedule 7
Insurance**

1. Coverage types and amounts

Part	Coverage Type	Coverage Amount
(1)	Property damage (including loss or damage to property of any Company, and for loss or damage suffered or incurred by any Company by all risks and perils, including fire, explosions, electrical damage, water damage)	<i>[insert, e.g. an amount not less than [SGD5,000,000] per occurrence]</i>
(2)	Personal injury or death	<i>[insert]</i>
(3)	Product liability	<i>[insert]</i>
(4)	Public liability	<i>[insert]</i>
(5)	Professional indemnity	<i>[insert]</i>
(6)	The Supplier's liability as an employer in respect of claims by any and every workman or employee whether such liability arises from Work Injury Compensation Act or otherwise	<i>[insert]</i>

Schedule 8

Personal Data

1. The Supplier acknowledges that the Contracting Company's Personal Data is the property of the Contracting Company and the Contracting Company retains all rights, title and interest (including all Intellectual Property Rights) which may, at any time, subsist in and to the Contracting Company's Personal Data. To the extent that any rights in any of the Contracting Company's Personal Data vest in the Supplier by operation of law, such rights are hereby assigned by the Supplier to the Contracting Company by operation of this Clause immediately upon such vesting.
2. The Supplier agrees and undertakes, and shall procure that its directors, officers, employees, representatives, agents, advisers and Subcontractors (together with the Supplier, each a "**Data Handler**") agree and undertake, to the Contracting Company as follows:
 - i. any collection or use of the Contracting Company's Personal Data shall be strictly for the performance of the Supplier's obligations under the relevant Contract to the Contracting Company ("Permitted Purposes") and that no collection, use or disclosure of any Contracting Company's Personal Data shall be permitted without the consent of the Contracting Company, and in any event, must not exceed any consents provided by any person in connection therewith to whom the Contracting Company's Personal Data relates, unless otherwise permitted at law;
 - ii. to the extent that any of the Data Handlers collects, uses or discloses the Contracting Company's Personal Data where the consent therefor has not been obtained directly from the individuals to which the Contracting Company's Personal Data relates, such Data Handler agrees and acknowledges that it or he does so at its or his own risk, and such Data Handler shall at its or his own expense ensure that all necessary consents in accordance with all applicable laws and regulations, including without limitation the PDPA, have been obtained from the relevant individuals;
 - iii. each of the Data Handlers shall keep all the Contracting Company's Personal Data confidential and not disclose the Contracting Company's Personal Data to any person unless such Data Handler:
 1. shall have obtained the prior written consent of the Contracting Company, which consent may be subject to such reasonable conditions that the Contracting Company may impose but without derogating from the spirit and intent of the relevant Contract in permitting the use of the Contracting Company's Personal Data; or
 2. such disclosure is made 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, in which case such Data Handler shall immediately notify the Contracting Company when it becomes aware that a disclosure of the Contracting Company's Personal Data may be required in order to comply with applicable law and explain the necessity of such disclosure;

- iv. each of the Data Handlers shall employ administrative, physical and technical safeguards (including safeguards against worms, Trojan horses, and other disabling or damaging codes) to ensure that the Contracting Company's Personal Data is afforded protection in accordance with the PDPA;
 - v. each of the Data Handlers shall immediately notify the Contracting Company of any breaches of security that may result in the unauthorised collection, access, use or disclosure of the Contracting Company's Personal Data. Such Data Handler shall make all reasonable efforts to assist the Contracting Company in relation to the investigation and/or litigation with respect to this unauthorised access, use or disclosure of the Contracting Company's Personal Data;
 - vi. each of the Data Handlers shall, in respect of any Contracting Company's Personal Data collected, used, disclosed, accessed and/or processed by such Data Handler in connection with the relevant Contract, comply with any requests, directions or guidelines which the Contracting Company may provide such Data Handler from time to time;
 - vii. each of the Data Handlers shall appoint an officer to address all requirements of Section 11 of the PDPA and other applicable laws and regulations in relation to the Contracting Company's Personal Data, and ensure that all of the Data Handlers (where applicable) are fully trained to ensure compliance with the requirements herein and at law relating to the Contracting Company's Personal Data;
 - viii. upon the expiry or termination of the relevant Contract, each of the Data Handlers shall deliver to the Contracting Company in a form specified by the Contracting Company all records relating to any Contracting Company's Personal Data which it or he has collected, used or disclosed in connection with the relevant Contract, together with all documentation, books, records and evidence of any and all consents or agreements with third parties relating to such Contracting Company's Personal Data. Such Data Handler shall thereafter at its or his own cost and expense return, delete, expunge or destroy such Contracting Company's Personal Data and all records thereof and provide upon the Contracting Company's request such evidence of deletion or destruction as the Contracting Company may require; and
 - ix. each of the Data Handlers agrees to fully defend, indemnify and hold harmless the Contracting Company, and its directors, employees, representatives and agents (together with the Contracting Company, the "Data Indemnified Persons") from and against any claim, action, demand or complaint, as well as all liabilities, judgments, penalties, compounds, losses, costs, damages and expenses which the Contracting Company or its related corporations or associated companies may suffer in connection with any breach of the relevant Contract, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of any of the Data Handlers or otherwise howsoever. This Clause shall survive the expiry or termination of the relevant Contract (howsoever caused).
3. The Supplier shall, and shall procure each of the other Data Handlers to, keep complete and proper books, records and documentation relating to all collection, use and disclosure of the

Contracting Company's Personal Data, all consents relating thereto, and shall upon reasonable notice by the Contracting Company provide unrestricted access to it or its agents or representatives to such books, records and documentation (including information stored in computerised form), and allow the Contracting Company or its agents or representatives to make copies thereof. The Supplier shall further, and shall procure each of other Data Handlers to, provide such information as the Contracting Company may from time to time require to verify compliance with its obligations under the relevant Contract or at law.

4. The Supplier shall not transfer the Contracting Company's Personal Data to a place outside Singapore without the Contracting Company's prior written consent, which consent, if given, may be provided subject to the Supplier issuing such written undertakings or agreeing to further terms as the Contracting Company may require, including but not limited to the review of the taking of such steps as the Contracting Company may deem reasonable for ensuring that a standard of protection comparable to the protection under the PDPA is achieved.
5. For the purposes of this Schedule,
 - i. "**Contracting Company's Personal Data**" means any personal data, as defined in the PDPA, collected by the Contracting Company and/or its related corporations, their agents and representatives, and third party service providers and disclosed to the Supplier by any of the aforesaid persons for the purpose of the relevant Contract; and
 - ii. any capitalised terms used in this Schedule which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.

Schedule 9
HIM-ICT (Security document)

Schedule 10
Form of Banker's Bond

[insert form of Banker's Bond]

In witness whereof this Master Agreement has been entered into on the date stated at the beginning.

ALPS

SIGNED by _____

for and on behalf of

ALPS Pte. Ltd.

in the presence of:



Witness' signature

Name:

Address:

The Supplier

SIGNED by _____

for and on behalf of

[insert]

in the presence of:



Witness' signature

Name:

Address: