

Dated [●]

**ALPS Pte. Ltd.**

and

***[insert name of the Supplier]***

**MASTER SERVICES AGREEMENT  
– PROFESSIONAL IT SERVICES**

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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 provision of Services (defined below).
- (B) ALPS has appointed the Supplier to provide, and the Supplier has agreed to provide, the requisite Services and Deliverables to the relevant Companies (defined below) 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**

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### **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 37.1 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**

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### **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 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' 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 provision of Services and Deliverables to the relevant Contracting Company under a Statement of Work;

3.1.2 the Supplier's undertakings, warranties and representations to Company Group in respect of:

- (i) the provision of Services and Deliverables by the Supplier; and
- (ii) general duties, obligations and responsibilities that the Supplier has assumed in relation to Company Group; and

3.1.3 terms and conditions common to both sets of the contracting parties [where the first (1<sup>st</sup>) set of contracting parties is ALPS and the Supplier, and the second (2<sup>nd</sup>) 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 provide Services and/or Deliverables 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 Services and Deliverables to be provided and such other relevant particulars envisaged in the Form of Statement of Work; and

- (ii) the fees for Services and Deliverables shall be based on the payment terms, subject to any applicable discounts, as set out in Part 9 of Schedule 3.

**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 procure any services or deliverables from the Supplier.

**3.2.3 All Statements of Work issued by 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 to the terms of each of such Statement 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 “*Commencement 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 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 Services and Deliverables which the Supplier shall provide to the Contracting Company in consideration of the agreement by the Contracting Company to pay Fees; and

**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 7 of such Statement of Work, that reflect the unique requirements of such Company with respect to the provision of Services and Deliverables 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 (1<sup>st</sup>) 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 provision of Services and Deliverables 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 Services and Companies**

**3.6.1 ALPS’ Request or Notice to Amend:** From time to time, ALPS may by notice in writing 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 “Companies” from the date of such notice; and/or
- (ii) **Request to amend Services (including fees and payment terms):** request to amend the Services or fees, payment terms and other particulars of such Services set out in Schedule 3, in which case the Supplier shall submit to ALPS a proposal for the requisite amendments, and such Services or fees, payment terms and other particulars of such Services shall be deemed amended accordingly from the date of ALPS’ written acceptance of such proposal.

**3.6.2 The Supplier’s Request to Amend Services:** From time to time, the Supplier may by notice in writing to ALPS, request to amend Services, in which case such Services shall only be deemed amended from the date of ALPS’ written approval. In the event where approved amendments would affect any Statements of Work then in place, ALPS shall have the right (but not the obligation) to terminate on behalf of the Contracting Company, in whole, by notice to the Supplier, the relevant Statement of Work(s) then in place pursuant to this Master Agreement.

**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 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 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 provision of Services and Deliverables 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' 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 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 9 from a reputable bank established in Singapore and duly approved by ALPS (such bank to be referred to as "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 three

(3) months (the last day of which shall be known as the “**Expiry Date**”), unless the Bank gives ALPS at least three months written 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’ 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 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 cost and expense, 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 following: (i) 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), (ii) personal injury or death, (iii) product liability, (iv) public liability, (v) professional indemnity and (vi) 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, 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 Company Group. The Supplier will ensure that all coverage will include a waiver of subrogation in favour of 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 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 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 any material breach of any term of this Master Agreement 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 shall have failed, 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 Losses 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 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 ALPS that it has complied with the requirements of Clause 36.
- 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 its 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 Statement(s) 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 arbitrator to be agreed upon between the Parties and either Party may propose to the other the name or names of one or more persons, one of whom would serve as the arbitrator. If no agreement is reached within [thirty (30) days] after receipt by one (1) Party of such a proposal from the other, the arbitrator shall be appointed by the 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 court of competent jurisdiction, for any injunctive or equitable relief in respect of any Intellectual Property Rights infringements 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 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 provision of any Services or Deliverables;

**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 provision of Services or Deliverables, or 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 expired or been terminated and all obligations related to the expiry or termination have been completed to ALPS' satisfaction.

### **PART 3 – TERMS OF STATEMENT OF WORK**

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#### **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 25 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 23 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 “Company” and “Company Group” in this Master Agreement are to confer contractual rights to the Companies (including, for the avoidance



of doubt, such the 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 27 of this Part 3**

**12.1** The terms and conditions of Clauses 13 through 27 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** provide the Services within the terms set out in the relevant Statement of Work, in particular the Implementation Plan;

**13.1.2** deliver the Deliverables in the manner and media specified by the Contracting Company in the relevant Statement of Work or otherwise in writing;

**13.1.3** do all things and perform all works required under the relevant Statement of Work;

**13.1.4** liaise and cooperate with as well as assist the Contracting Company in all matters relating to the provision of the relevant Services and Deliverables;

**13.1.5** carry out such instructions and directions as may be issued by the Contracting Company from time to time 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

**13.1.6** *[please state any other relevant primary obligations]*,

in accordance with the relevant Statement of Work.

**13.2 Location of Services:** Unless otherwise specified, all Services shall be provided at the premises of the Contracting Company, a Contracting Company-approved location of the Supplier or such place or places as the Contracting Company may from time to time authorise or direct, as specified in Part **(6)** of the relevant Statement of Work (all such sites collectively the “**Sites**”).

**13.3 Inspection:** The Supplier shall permit the Contracting Company, and such other entity or person designated by the Contracting Company, upon reasonable notice, to examine the relevant Deliverables and activities carried out by the Supplier pertaining to the relevant Services, for the purposes of satisfying the Contracting Company as to the present status and quality of such Services and Deliverables. Such permission by the Supplier shall include the right of free access by the Contracting Company to the relevant Deliverables (or part thereof) and/or the premises from which the relevant Services are provided.

**13.4 Co-operation, Support, Integration and Access:** The Supplier shall cooperate, provide assistance and coordinate with the Contracting Company and any of its respective agents,

contractors, outsourcers or other third party providers (collectively the “**Relevant Parties**”) at the request of the Contracting Company, including by: (i) providing reasonable access to the Supplier’s operating environments relevant to the Services and Deliverables; (ii) performing Integration activities, to enable compatibility of systems / products / services; [(iii) **ensuring Integration of the results of the Services or Deliverables with Interfaced Systems (where applicable)**]; (iv) providing access to the software or hardware being provided, managed, used or operated by the Supplier in the provision of the Services and Deliverables, as may be necessary for the Relevant Parties to perform their work; and (iii) providing such access to, and copies of, as may be necessary, data in the Supplier’s and/or Subcontractor’s custody, possession or control, relating to any of the above, in such format as required by the Contracting Company.

## **14. Personnel and Project Management**

**14.1** The Supplier agrees that the Services and Deliverables shall be provided only by the Supplier Personnel and agrees to comply with the provisions of Schedule 11.

### **14.2 Representatives for each Statement of Work**

**14.2.1** Each party to the relevant Statement of Work shall designate a Representative as the point of contact for the other party for such Statement of Work, who shall be responsible for managing the performance of the first (1<sup>st</sup>)-mentioned party’s obligations under such Statement of Work.

**14.2.2** The Representative of Contracting Company may designate and appoint other persons to assist him in his duties and shall appoint the relevant Key User Representatives.

**14.2.3** Notwithstanding the foregoing, the Supplier shall have overall responsibility for the management and planning of all aspects of the delivery of the Services and Deliverables. The Supplier’s responsibilities include (where applicable):

- (i) participating in the Contracting Company’s project planning review meetings to review technical architecture requirements related to the Supplier’s performance of the relevant Services and Deliverables, and recommend appropriate technical solutions and services;
- (ii) employing a project management methodology that will be used as a tool to consistently plan, initiate, control, and implement all aspects of work for the development of such Services and Deliverables;
- (iii) managing all the Supplier tasks and resources associated with the relevant Statement of Work, and coordinating activities with the Contracting Company, any affected Companies, affected end-users, and affected third party providers of the Contracting Company;
- (iv) using project management tools and methodologies, and employing a regular reporting mechanism to identify project tasks, present current status

reports and next steps, identifying potential bottlenecks and problems, and preparing minutes of meetings that capture all material information, including issues reported, action items, and schedule updates;

- (v) providing all necessary access, information, support and coordination effort to the third party providers designated by the Contracting Company to facilitate the provision of the relevant Services and Deliverables;
- (vi) utilising optimum and cost effective methods in the execution, delivery and performance of the relevant Statement of Work, notwithstanding any approval (whether verbal or in writing) given by the Contracting Company to any of the Supplier's proposals, designs and technical specifications relating to the same or compliance with the relevant Specifications;
- (vii) performing all necessary administrative tasks (including submission of time sheets, if required, and the provision of prescribed reports); and
- (viii) **[insert all other requirements]**.

## **15. Service Standards**

### **15.1 The Outline Specifications & Specifications**

#### **15.1.1** The Supplier shall:

- (i) conduct and complete in accordance with the requirements specified in the relevant Statement of Work, a detailed study and analysis of the requirements of the Contracting Company in relation to the relevant Services and/or Deliverables required to be provided under such Statement of Work ("**Detailed Requirements Study**"), in sufficient detail to equip the Supplier with sufficient information to perform its obligations under such Statement of Work, including its obligations to deliver the relevant Services and/or Deliverables; and
- (ii) upon the completion of the Detailed Requirements Study, prepare the draft specifications for the relevant Services and/or Deliverables for the Contracting Company's approval,

in accordance with the relevant Outline Specifications and within the time period specified under the relevant Implementation Plan.

- 15.1.2** The Supplier shall correct and rectify any deficiencies in such specifications as required by the Contracting Company. Upon Contracting Company's written, unconditional approval (or at the Contracting Company's absolute discretion, approval that is subject to such conditions or restrictions as determined in the absolute discretion of the Contracting Company), such specifications shall form the agreed specifications, and shall be included as part of the relevant Specifications. For the avoidance of doubt, the Specifications shall be deemed to include all requirements as set out in the Outline Specifications, and in the event of a conflict

or inconsistency between the specifications, the specifications in the Specifications shall prevail over the Outline Specifications.

- 15.1.3** The Supplier shall not be entitled to any additional payment for any alterations or variations to the scope of the relevant Statement of Work contained in or required by any draft or accepted specifications, unless such alterations or variations were submitted and accepted pursuant to Clause 24.
- 15.1.4** The Supplier shall not be absolved from any liability for delay or entitled to any additional payment, if any draft specifications have to be amended for any reason, including:
- (i) amendments required to meet the Contracting Company's requirements; and/or
  - (ii) amendments required because the Supplier had submitted draft specifications which were not within the scope of the Outline Specifications and contained alterations which have not been submitted and accepted pursuant to Clause 24.
- 15.1.5** In the event that the Specifications are not finalised (i.e. Contracting Company has not approved the draft specifications submitted by Supplier, for whatever reason) by **[insert deadline]** days after the Commencement Date of the relevant Statement of Work ("**Specifications Deadline**"), Supplier and Contracting Company shall use all reasonable endeavours towards a second attempt to finalise and agree on the relevant Specifications as soon as reasonably possible. Should the failure to finalise and agree on the relevant Specifications continue for a period of **[insert timeframe]** days from the Specifications Deadline despite the endeavours of Supplier and Contracting Company, Contracting Company may (but shall not be obliged) to terminate such Statement of Work by giving notice in writing to Supplier.

## **15.2 Implementation Plan and delays**

- 15.2.1** The Supplier shall provide the relevant Services and Deliverables in accordance with the relevant Specifications and relevant Implementation Plan. Supplier shall complete each Milestone of the relevant Implementation Plan by the deadline specified therein in accordance with the relevant Specifications and such Implementation Plan.
- 15.2.2** Any failure to meet any Milestone or Completion Deadline under the relevant Statement of Work for more than **thirty 30** days shall for the purposes of Clause 25.1, be deemed to be a breach of such Statement of Work which is not capable of being remedied. In particular, Supplier shall complete each Milestone of the relevant Implementation Plan by the Completion Deadline specified therein in accordance with the relevant Specifications and Implementation Plan.
- 15.2.3** The Supplier shall ensure that: (i) while performing its obligations pursuant to the relevant Statement of Work, neither it nor its personnel will unnecessarily interfere

with the Contracting Company's or any other Companies' facilities or its or their regular activities; (ii) any installation, implementation and other work at the premises of the Contracting Company shall be conducted with no disruption to the normal business and other operations of the Companies, and where the work involved may cause disruption, the Supplier shall only carry out such work with the prior written approval of the Contracting Company; and (iii) where any premises or facilities of the Contracting Company or Authorised User is used by the Supplier while performing its obligations pursuant to the relevant Statement of Work, the Supplier shall leave the premises or facilities in as good a condition or state of repair as it was prior to usage by the Supplier.

### **15.3 Documentation**

**15.3.1** The Supplier shall provide the Contracting Company with such manuals, documentation and other materials, including materials as set out in Part 17 of Schedule 3, (collectively, "**Documentation**") as may be necessary to allow the Contracting Company to understand, access and use the relevant Services and Deliverables effectively and efficiently, and such other materials as may be further specified in relevant Specifications. Without limitation, such material must:

- (i) be supplied by no later than the time lines thereof as stipulated and in default of such stipulation not later than the commencement of the relevant Warranty Period;
- (ii) in such quantities as set forth in the relevant Specifications;
- (iii) be in both hard and soft copy in a format stipulated by the Contracting Company;
- (iv) be of a reasonable standard of accuracy, presentation and scope;
- (v) be the most current version available; and
- (vi) contain such information as would reasonably be required by any person wishing to use the relevant Services and Deliverables.

**15.3.2** The Supplier warrants that the Contracting Company shall be able to reproduce, at no additional cost whatsoever, the whole or any part of Documentation (including any third party documentation) provided by the Supplier for the full and efficient operation of the Services and Deliverables and other internal use of the Contracting Company.

**15.3.3** The Supplier shall from time to time and in any event as soon as practicable provide the Contracting Company, free of charge, with copies of any amended, revised or supplementary documentation or information as is published in relation to any component of the relevant Services and Deliverables.

**15.3.4** If the Supplier rectifies a defect in the relevant Services or Deliverables, or otherwise substitutes or modifies a component of such Services or Deliverables in accordance

with the relevant Statement of Work prior to the expiry of the relevant Warranty Period [*or Maintenance Period (where applicable)*], it shall within 14 days of such correction, substitution or modification ensure that any consequential amendments to Documentation are implemented and supplied to the Contracting Company.

- 15.3.5** The Supplier's failure to supply the documentation in accordance with the requirements of this Clause 15.3 and/or those requirements set out in the relevant Specifications shall be construed as an incomplete delivery of the relevant Services and Deliverables.

## **15.4 Training**

- 15.4.1** The Supplier undertakes to provide training in the use of the relevant Services and Deliverables to fulfil the training objectives specified in, and in accordance with, Part 18 of Schedule 3.

- 15.4.2 Training Plan:** The Supplier shall:

- (i) develop and submit to the Contracting Company the proposed training plan for undertaking and delivering the required training to designated users of the relevant Services and Deliverables in accordance to the relevant Implementation Plan and the requirements in respect thereof as set out in the relevant Statement of Work; and
- (ii) address and revise any details or particulars of the proposed training plan pursuant to the reasonable request of the Contracting Company to do so and re-submit to the Contracting Company the revised proposed training plan and repeat such process as may be necessary until the Contracting Company grants its approval of the proposed training plan.

- 15.4.3 Delivery of Training:** Following the Contracting Company's approval of the aforesaid training plan, the Supplier shall deliver the requisite training to designated users of the relevant Services and Deliverables pursuant to and in accordance with the said training plan, which training shall be conducted:

- (i) in the English language;
- (ii) in accordance with the relevant Implementation Plan; and
- (iii) at such location to be designated by the Contracting Company,

to ensure that such designated users shall attain a reasonable level of proficiency in the use and operation of the relevant Services and Deliverables.

- 15.4.4** The Supplier shall provide adequate training documents, literature and other materials for all trainees attending the courses. All training material shall be in clear and properly written English. A complete set of training materials shall be made available to the Contracting Company in a soft copy format that acceptable to the

Contracting Company. Each Company shall have the right to use such materials to conduct internal training.

## **15.5 Service Levels, Warranty Period and Maintenance Period**

- 15.5.1** The Supplier shall provide Maintenance in respect of the relevant Services and Deliverables, sufficient to ensure that the Services and Deliverables remain in full compliance with the relevant Specifications and are in optimal operating condition, free of charge during the relevant Warranty Period and thereafter, if required by the Contracting Company, the Supplier shall provide Maintenance or any part thereof at the relevant Maintenance Fees.
- 15.5.2** Should the Contracting Company require Supplier to provide Maintenance after the relevant Warranty Period, the Contracting Company shall, at any time before the last **thirty [30]** days prior to the expiry of the relevant Warranty Period, notify the Supplier that it wishes to procure Maintenance or any part thereof for a specified period, of up to the Maximum Maintenance Period, and if the Contracting Company does so, the Supplier shall provide Maintenance under the terms of the relevant Statement of Work for such specified period ("**Maintenance Period**").
- 15.5.3** The Contracting Company may repeat the process set out in Clause 15.5.2 prior to the expiry of each relevant Maintenance Period any number of times, with each such further extension extending the relevant Maintenance Period such that the relevant Maintenance Period may be extended until the expiry of the Maximum Maintenance Period (as calculated from the date of expiry of the relevant Warranty Period).
- 15.5.4** Each extension under Clauses 15.5.2 and 15.5.3 shall be on the then-current terms and conditions of the relevant Statement of Work, including as to Maintenance Fees.
- 15.5.5** The Supplier shall provide the Services **[and Maintenance]** 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 for any particular service, the Supplier shall provide such service 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 supplier engaging in the provision of the relevant service.
- 15.5.6 Service Level Credits:** The Contracting Company is entitled to the payment of Service Level Credits for any failure of the Supplier to meet any Service Levels for the provision of Services **[and/or Maintenance]** under the relevant Statement of Work, which shall not be construed in any way as 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 fees are or will become due and owing.

**15.5.7** Without prejudice to the generality of Clause 25.1., the Contracting Company shall be entitled to terminate the relevant Statement of Work if:

- (i) 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
- (ii) 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]**.

For the avoidance of doubt, nothing in this Clause 15.5.7 shall limit the Contracting Company's right to recover from the Supplier the Service Level Credits specified under this Clause 15 for such failure, and the amount of all Claims (whether direct or consequential) suffered by the Contracting Company resulting from such failure.

**15.5.8** Testing of Maintenance: After providing Maintenance, Supplier shall at the option of 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 Maintenance has 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 Maintenance,

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

**15.5.9** As part of Maintenance, the Supplier shall provide any and all Updates 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 Services or Deliverables, or part thereof, [including updates, fixes, changes or workarounds] to such Services or Deliverables, or any part thereof, designed to improve the functionality, performance, accuracy and/or ease of use of such Services or 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 Services or Deliverables (as the case may be).

## **16. Testing and Acceptance**

**16.1** The Contracting Company shall be entitled to conduct any and all tests (including the tests set out in Part 7 of Schedule 3) as well as to determine and/or adopt any procedures, data or criteria (including the criteria set out in Part 8 of Schedule 3) ("**Test Procedures**") that it deems necessary for such tests, to demonstrate that the Services and the Deliverables,



whether in whole or in part, complies in all respects with the relevant Specifications (all such tests to be collectively referred to as “**Acceptance Tests**”).

- 16.2** Any Acceptance Test shall only be successfully completed if it conclusively demonstrates to the Contracting Company that the Services and/or Deliverables comply fully with the Test Procedures and is in all respects in accordance with the relevant Specifications and such other requirements and specifications as Contracting Company may require. In connection with the Acceptance Tests, Contracting Company shall be entitled to direct and request Supplier to prepare preliminary documents, procedures, data and criteria for its approval and Supplier shall comply with such direction or request.
- 16.3** The Contracting Company shall be entitled to conduct the Acceptance Tests for all Services and/or Deliverables under the relevant Statement of Work, either at the same time or in stages, and to conduct repeat tests where necessary. Where the relevant Implementation Plan provides for the delivery of the Services and/or Deliverables in phases, Acceptance Tests shall be conducted at the end of every phase and the provisions of this Clause 16 shall be construed accordingly.
- 16.4** The Contracting Company shall review Acceptance Tests results. The Supplier shall correct and rectify all problems and errors identified during the Acceptance Tests to ensure compliance of the Services and Deliverables (as the case may be) with the relevant Specifications.
- 16.5** **Issuance of Acceptance Certificate:** A notice indicating successful completion and acceptance (“**Acceptance Certificate**”) will only be signed and issued by the Contracting Company upon successful completion of all Acceptance Tests for the relevant Services and/or Deliverables for a particular Statement of Work.
- 16.6** The Contracting Company shall not be required to sign any Acceptance Certificate if Supplier is or remains at the time of completion of the relevant Services and/or Deliverables, in breach of any of the warranties or terms of the relevant Statement of Work. In addition, the Contracting Company’s signing of any Acceptance Certificate shall not constitute any evidence or representation by the Contracting Company that all warranties, obligations and undertakings of Supplier which are or have become due to be discharged and observed have been discharged or observed and shall not constitute a waiver by Contracting Company of any claims it may have against the Supplier as of that date with respect to those warranties, obligations and undertakings.

## **17. Access to premises**

- 17.1** In such situations where the Supplier accesses the premises of the Contracting Company to perform its obligations under the relevant Statement of Work, the Supplier shall comply with such conditions, security regulations or procedures or directions as may be notified to the Supplier by the Contracting Company from time to time.
- 17.2** The Supplier shall ensure that all the Supplier Personnel and Subcontractors observe, and comply fully with, such conditions, security regulations or procedures or directions.

### **17.3 Systems of the Contracting Company**

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

**17.3.2** 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 Services and Deliverables as may be necessary.

**17.3.3** 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 Services and Deliverables, or delivered to the Contracting Company, under the relevant Statement of Work, are free of Viruses.

**17.3.4** 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 all software, tools, materials or other deliverables used or employed by the Supplier in the provision of the Services and Deliverables, or delivered to the Contracting Company.

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

### **18. The Supplier Acknowledgements**

**18.1** Unless expressly provided otherwise in the relevant Statement of Work, neither the Supplier nor the Contracting Company shall make any adjustments to any relevant Fees nor shall any such Fees or any part thereof be revised, changed or altered under any circumstances. The Supplier warrants and represents that it has completed all due diligence necessary to assess the scope of work required to be provided under the relevant Statement of Work and to confirm its charges and fees as set out in such Statement of Work.

**18.2** The Supplier acknowledges that the relevant Services and/or Deliverables are to be used by the Contracting Company in conjunction with Interfaced Systems (where applicable). The

Supplier shall not be entitled to any additional payment nor be excused from any liability under a Statement of Work as a consequence of any misinterpretation by the Supplier of any matter or fact relating to the relevant Specifications or the functions, facilities and capabilities of Interfaced Systems as described in the relevant Specifications.

**18.3** Notwithstanding anything to the contrary in the relevant Statement of Work, the Supplier acknowledges and agrees that the Contracting Company relies fully on the technical expertise and experience of the Supplier in formulating, preparing and drafting the relevant Specifications to meet its requirements and the skill and judgment of the Supplier in the design, development, manufacturing, supply, delivery, installation, quality, reliability, function and performance of the Services and Deliverables, and on the judgment and skill of the Supplier for any and all of the Services and Deliverables to be provided.

**18.4 Beneficiaries of Services and Deliverables:** The Supplier acknowledges that the Services and Deliverables are for the benefit and use of the Contracting Company.

**18.5** Without prejudice to the generality of the above, the Supplier acknowledges that it shall remain solely responsible for the adequacy of the design, performance function, reliability and construction of the Services and Deliverables. In the event of any inadequacy in the design, performance function, reliability and construction of the Services or Deliverables, the Supplier shall, whenever it occurs, rectify immediately such inadequacy at the Supplier's own expense and costs.

## **19. Representations & Warranties applicable to Statements of Work**

**19.1 Services & Deliverables:** The Supplier warrants and represents that:

**19.1.1** the Services and Deliverables supplied under the relevant Statement of Work will be appropriate and functional to meet the Contracting Company's requirements as ascertained from the relevant Specifications;

**19.1.2** there are no existing restrictions or constraints on its right and authority to procure, supply, Customise, install and/or assemble, as the case may be, the Services and Deliverables which the Supplier is to provide under the relevant Statement of Work;

**19.1.3** the Services and Deliverables provided by the Supplier comply strictly with, and shall contain the functions, features and capabilities set out in the relevant Specifications and shall be durable, of good quality and free from defects in materials, workmanship and installation;

**19.1.4** the applications or other computer code used or comprised in the Services and Deliverables supplied by the Supplier will:

- (i) be free from material design and programming errors and Viruses;
- (ii) be compatible and work in combination with Interfaced Systems (where applicable) and will not adversely affect the performance, integrity or functionality of such Interfaced Systems; and

(iii) comply with the relevant Statement of Work and the relevant Specifications;  
and

**19.1.5** the Services and Deliverables will, to the extent to which they 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;

**19.1.6** the Supplier's warranties on the Services and Deliverables as aforesaid shall be in addition to and shall not derogate from nor be prejudiced by any warranty or any part thereof which the Contracting Company may have the benefit of under any other agreement with any other party or otherwise; and

**19.1.7** the Services and Deliverables provided by the Supplier will, to the extent to which such Services and 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.

**19.2 General Warranties:** The Supplier warrants and represents that:

**19.2.1** 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;

**19.2.2** it has authority to grant the rights and licences granted under the relevant Statement of Work;

**19.2.3** all materials supplied by the Supplier will be fit for the purpose for which they are supplied;

**19.2.4** the Deliverables, Documentation and provision of Services, and/or the supply, use, access or receipt thereof, will not infringe any Intellectual Property Rights or other right of any third party;

**19.2.5** it shall not carry out any data mining, data compilation or data extraction for the purposes of statistical or trade analysis (and the development of derivative materials and works) on any aspect of the business processes or practices of the Contracting Company or any of the Companies, based on or in connection with any information obtained through use of, or via access to, the Deliverables and/or Interfaced Systems (where applicable) or in connection with the provision of the Services; and

**19.2.6** where the Contracting Company designates any information, materials and/or data of the Contracting Company or a third party for inclusion into any deliverables, the Supplier shall be responsible for ensuring that such information, materials and/or data shall not be misrepresented, distorted or altered in any manner whatsoever

when transcribed and/or incorporated into the relevant deliverables, unless expressly authorised by the Contracting Company in writing.

## **20. Liquidated Damages**

**20.1** The Supplier and the Contracting Company hereby agree that, with regard to any Milestone under an Implementation Plan for the relevant Statement of Work, if the Supplier fails to perform the requirements set out in Clauses 21.6.1(i) to 21.6.1(iv) within two weeks after the stipulated deadline for the relevant Milestone under such Implementation Plan, the Supplier shall pay to the Contracting Company as and by way of liquidated damages, the sum equivalent to the Daily Percentage of the relevant Service Charges for each day of delay (including Sundays and Public Holidays) or part thereof after the relevant deadline, subject to a maximum of the Percentage Cap of such Service Charges with respect to such Statement of Work, without prejudice to the Supplier's obligation to provide the relevant Services and/or Deliverables Ready for Use or to any other liability or obligation under such Statement of Work. The Supplier and the Contracting Company accept and agree that the aforesaid is a genuine pre-estimate of the Contracting Company's loss for such delay. In this Clause 20.1, "**Daily Percentage**" means the greater of **one half of a percent. (0.5%)** or the percentage value set out under "*Daily Percentage*" in Part 6 of Schedule 3 and "**Percentage Cap**" means the greater of **ten per cent. (10%)** or the percentage value set out under "*Percentage Cap*" in Part 6 of Schedule 3.

**20.2** Liquidated damages imposed under Clause 20.1 above shall be paid to the Contracting Company not later than 30 days from the date of issuance of such written notification by the Contracting Company to the Supplier informing the Supplier of the amount of liquidated damages payable.

**20.3** 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 21 from any monies due or to become due to Supplier failing which the liquidated damages and/or such payments shall be a debt due from Supplier to Contracting Company. Contracting Company shall be entitled to charge interest on any delayed payment by Supplier at the rate of **[eight per cent. (8%) per annum]** or the maximum rate of interest permitted by law, if lower.

**20.4** If the Supplier fails to provide the relevant Services and/or Deliverables Ready for Use by **[4 weeks]** from the relevant Completion Deadline, the Contracting Company shall be entitled to terminate the relevant Statement of Work pursuant to Clause 25.1 without prejudice to the Contracting Company's right to recover from the Supplier the liquidated damages specified under this Clause 20 for the delay, and the amount of all Claims (whether direct or consequential) suffered by the Contracting Company resulting from such failure.

## **21. Fees**

**21.1** The fees payable under the relevant Statement of Work comprise only the following:

**21.2** fees for the provision of Services and Deliverables under or relating to such Statement of Work ("**Service Charges**"):

- (i) of such amount as set out in Part (3) of such Statement of Work, which shall be computed based on Part 9 of Schedule 3;
- (ii) to be paid in accordance with the payment schedule in Part 10 of Schedule 3; and

21.2.2 payable either within [thirty (30) days from the date of receipt of the Contracting Company of the Supplier's invoice or thirty (30) days from the date of issuance of the relevant Certificate of Completion (where relevant), whichever is later]; and

21.2.3 fees for the provision of Maintenance under or relating to such Statement of Work ("**Maintenance Fees**"):

- (i) of such amount as set out in Part (4) of such Statement of Work, which shall be computed based on Part 15 of Schedule 3;
- (ii) to be paid [insert timeline (e.g. monthly in arrears, quarterly, yearly in advance, etc)]; and
- (iii) payable either within 30 days from the date of receipt of Contracting Company of Supplier's invoice,

save that no Maintenance Fees shall be payable until after Contracting Company's written notification to Supplier that it wishes to procure Maintenance or part thereof pursuant to Clause 15.5.2.

### 21.3 Payments under Statement of Work

21.3.1 All payments under the relevant Statement of Work under which the Contracting Company is the signatory shall be payable solely by the Contracting Company and invoiced by the Supplier solely to and enforced solely against the Contracting Company (and no other Company).

21.3.2 The Supplier undertakes to the Contracting Company that it shall submit without undue delay all documents required under the relevant Statement of Work including without limitation the security deposit, insurance policies, drawings or any other documents required by the Contracting Company from time to time. The Supplier further undertakes that all information and documents shall be in the form and content and provided in compliance with such Statement of Work or, in the absence of clear or express provisions therein, in accordance with the instructions of the Contracting Company.

21.3.3 Notwithstanding any provisions in the relevant Statement of Work to the contrary, the Supplier acknowledges and agrees that the due submission of information and documents shall be a pre-condition to its receipt of payment from the Contracting Company, whether or not the payment is for the Services and/or Deliverables delivered. The Contracting Company may, at its sole discretion, withhold payment from the Supplier unless and until the Supplier complies with the requirements of this Clause 21.3 to Contracting Company's satisfaction.

**21.4** The Supplier agrees that ALPS and the Companies (excluding the Contracting Company) are not, and will not act as, guarantor for the Contracting Company if the Contracting Company is late in paying, or fails to pay, any amounts due to the Supplier. The Supplier will not make any claim against the other Companies for the delay or failure of the Contracting Company to pay any amounts due to the Supplier.

**21.5 Exclusive consideration**

**21.5.1** The Service Charges for the relevant Statement of Work shall constitute the total and exclusive consideration for the Services and Deliverables under or relating to such Statement of Work, and Supplier agrees that no further sums, fees, payments, charges, royalties, compensation or other charges shall be payable by any Company therefor or in respect of the use of such Services or Deliverables.

**21.5.2** The Maintenance Fees for the relevant Statement of Work shall constitute the total and exclusive consideration for the provision of Maintenance under or relating to such Statement of Work, and Supplier agrees no further sums, fees, payments, charges, royalties, compensation or other charges shall be payable by any Company in respect of the provision of such Maintenance.

**21.5.3** Fees for the relevant Statement of Work collectively constitute the total and exclusive consideration for the provision of all Services, Deliverables and all other obligations, warranties, promises and undertakings of the Supplier under or relating to such Statement of Work, and the Supplier agrees no further sums, fees, payments, charges, royalties, compensation or other charges shall be payable by any Company in respect of the provision of Services and Deliverables under or relating to such Statement of Work.

**21.6 Payments in advance:** Notwithstanding any other provision of the relevant Statement of Work, upon termination under Clause 20.4, the Supplier shall (without prejudice to the Contracting Company's rights under Clause 20 above), forthwith refund to the Contracting Company all monies previously paid to the Supplier for the Services and Deliverables under such Statement of Work which payments shall be deemed to be payments in advance unless otherwise agreed by the Supplier and the Contracting Company.

**21.7 Certificate of Completion**

**21.7.1** The sums in the payment schedule specified in Part 10 of Schedule 3 shall not become due and payable to the Supplier unless and until a Certificate of Completion for the relevant Milestone has been issued by the Contracting Company and signed by the Contracting Company's Representative and an invoice in respect thereof has been properly issued by Supplier and served on the Contracting Company. A Certificate of Completion for a Milestone shall only be issued upon the fulfilment of all the following requirements:

- (i) delivery of all requirements for the Milestone;
- (ii) completion of all project activities for the Milestone;

- (iii) hand-over of all relevant documentation for the Milestone; and
- (iv) successful completion of all tests for that Milestone,

all in accordance with the relevant Specifications, Acceptance Tests and Implementation Plan and the terms and conditions of the relevant Statement of Work.

**21.7.2** The Contracting Company shall not be required to issue any Certificate of Completion for any Milestone if the Supplier is or remains at the time of completion of that Milestone in breach of any of the warranties or terms of the relevant Statement of Work.

**21.7.3** The issuance of any Certificate of Completion shall not constitute any evidence or representation by the Contracting Company that all warranties, obligations and undertakings of the Supplier which are or have become due to be discharged and observed have been discharged or observed and shall not constitute a waiver by the Contracting Company of any claims it may have against the Supplier as of that date with respect to those warranties, obligations and undertakings.

**21.8 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 provision of Services or Deliverables, other than expenses which have been pre-approved in accordance with this Clause 21.7, and the aggregate of any and all pre-approved expenses for the relevant Statement of Work shall not exceed **[insert % cap]** of the relevant Service Charges.

## **21.9 Additional Rights**

**21.9.1** 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 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 provision of any Services or Deliverables.

**21.9.2** The Supplier shall not be entitled to suspend, interrupt or terminate any Services or part thereof by reason only of any delay(s) or failure(s) by the Contracting Company



to pay the relevant Fees or other fees, charges, expenses, costs or other consideration.

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

## **22. Taxes**

**22.1** The Fees are deemed to include all Supplier Applicable Taxes and will constitute all the consideration payable by the Contracting Company for the relevant Services, Deliverables and all other rights, benefits, privileges and entitlements granted to the Contracting Company under the relevant Statement of Work, as well as all of the Supplier's obligations and promises such Statement of Work. No further sums, fees, payments, royalties, compensation or other charges (including the Supplier Applicable Taxes) shall be payable by the Contracting Company or any other Company to the Supplier in respect thereof.

**22.2** All Supplier Applicable Taxes will be the sole responsibility of the Supplier, and the Supplier will either:

**22.2.1** pay such Supplier Applicable Taxes directly, if such Supplier Applicable Taxes are levied or assessed against the Supplier; or

**22.2.2** pay to or reimburse the Contracting Company for such Supplier Applicable Taxes, if such Supplier Applicable Taxes are levied or assessed against the Contracting Company.

**22.3 Withholding taxes:** In the event that the Contracting Company is required to withhold or deduct any taxes of any kind by any government authority in any jurisdiction from any payments due under the relevant Statement of Work, the Supplier shall bear all such taxes withheld or deducted and the Contracting Company shall pay to the Supplier such payments due to the Supplier net of such taxes withheld or deducted without any obligation to gross up such payment or pay the Supplier all or any part of the amount of taxes so withheld or deducted.

## **23. Rights of set-off**

**23.1** The Contracting Company shall be entitled to set-off against any payment due or payable to the Supplier under the relevant Statements of Work, any sums the Supplier is obliged to pay or credit the Contracting Company under such Statements of Work and the Contracting Company may by notice to the Supplier reduce the relevant Fees or any other charges, sums or monies due or payable to the Supplier under such Statements of Work by any amounts the Supplier is obliged to reimburse, pay or credit the Contracting Company under such Statements of Work (such as the Service Level Credits).

## **24. Claims for Extra Services**

**24.1** Notwithstanding any other provision of the relevant Statement of Work, any and all of the Companies shall not be liable for any claims for any services or deliverables provided or to

be provided falling outside the scope of the relevant Statement of Work (“**Extra Services**”) regardless whether the Extra Services are or were initiated at the request of the Contracting Company or not unless all the following conditions are fully complied with in accordance to the Change Control Procedure: (i) all claims for any payments due in respect of the Extra Services must be submitted in writing to the Contracting Company before the provision of any Extra Services; (ii) the Supplier shall specify the price of the Extra Services and the detailed scope of the Extra Services in any claims submitted under this Clause 24.1; and (iii) the Contracting Company agrees in writing (such as through the execution of an addendum to the relevant Statement of Work) for the Extra Services to be provided and to the payment of the claim.

**24.2** The Supplier agrees that it is only entitled to claims for any Extra Services provided all the conditions in Clause 24.1 are fully complied with. The Supplier further agrees that it shall not be entitled to any payments other than the Fees, under the relevant Statement of Work, under restitutionary, quasi-contractual, equitable grounds or other legal theories or on a *quantum meruit* basis if the conditions in Clause 24.1 were not fully complied with.

## **25. Termination of Statements of Work**

### **25.1 Termination of Statements of Work for cause**

**25.1.1** 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 in whole immediately by notice in writing, 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 shall have failed, within thirty (30) working 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.

### **25.1.2 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, by notice to the Supplier, immediately by notice in writing, 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.

**25.1.3 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 in whole, without cause, at any time, by giving at least [thirty 30 days] written notice to Supplier and Contracting Company shall not be liable for any Loss suffered or incurred by Supplier arising from any such termination, or to compensate Supplier for any period of the term of such Statement of Work.

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

- (i) 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
- (ii) such expiry or termination shall be without prejudice to any Statements of Work currently in force.

## **26. Effects of Expiry or Termination of Statement of Work**

**26.1** 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.

**26.2** In the event of termination of the relevant Statement of Work under Clause 25.1, 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 for the Supplier's breach of such Statement of Work:

**26.2.1** all payments that have been made to the Supplier by the Contracting Company under such Statement of Work, less the value of all Services and Deliverables provided by the Supplier under such Statement of Work which have been accepted by the Contracting Company in writing, shall be refunded by the Supplier to the Contracting Company forthwith; and

26.2.2 the Contracting Company shall be entitled to recover from the Supplier any damages, losses, costs and expenses which it may sustain or incur in consequence of such termination.

26.3 Upon any expiry or termination of a Statement of Work (howsoever occasioned):

26.3.1 without prejudice to the Contracting Company's rights under the relevant Statement of Work in respect of any breaches by the Supplier:

- (i) the Contracting Company shall be entitled to engage any other party or parties ("**New Contractor**") to continue with the provision of the Services, Deliverables and/or Maintenance under such Statement of Work; and
- (ii) the Supplier shall refund to the Contracting Company, on a pro-rata basis, all fees or payments made in advance or previously paid to the Supplier for the periods for which the relevant Services or Deliverables have not yet been provided under such Statement of Work;
- (iii) the Supplier shall within fourteen (14) days furnish, deliver, divulge, transfer, disclose, impart or otherwise communicate to the Contracting Company, *[or at the Contracting Company's option, to the New Contractor]* at the Supplier's cost, all relevant Company Materials and shall certify to the Contracting Company that no copies thereof have been made, reproduced, retained or distributed by Supplier;
- (iv) the Supplier shall return to the Contracting Company 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 the Contracting Company that it has complied with the requirements of Clause 36; and
- (v) 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 Services and Deliverables 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 up to the period stated in Part 20 of Schedule 3 *[or [six] months, whichever period is longer]* ("**Transition Out Period**"), from such expiry or termination:
  - (a) 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 Services or Deliverables;

- (b) 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
- (c) 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.

**26.4** 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 Services or Deliverables 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.

## **27. Force Majeure**

**27.1** 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.

**27.2** Subject to the party who has been delayed:

**27.2.1** 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

**27.2.2** 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.

- 27.3** In the event that circumstances constituting a Force Majeure Event persist for a continuous period of more than **[insert timeframe]**:
- 27.3.1** the Contracting Company may by notice in writing to the Supplier terminate such Statement of Work in whole, whereupon Clause 25.1.4 and Clause 26 shall apply accordingly; or
  - 27.3.2** 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.
- 27.4** Where the Supplier is the party delayed by a Force Majeure Event, “*reasonable efforts*” in Clause 27.2.2 shall include the following:
- 27.4.1** where such Force Majeure Event affects the Supplier’s ability to supply and deliver the Services or Deliverables 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;
  - 27.4.2** without prejudice to the Contracting Company’s right to source and/or procure substitute or alternative services or deliverables from other suppliers, the Supplier shall use its best endeavours to source and/or procure substitute or alternative services or deliverables, or replacement personnel, for the Contracting Company’s consideration where acceptance of any such substitute or alternative services or deliverables, 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
  - 27.4.3** the Supplier shall minimise effects of such Force Majeure Event on the Contracting Company and on any deadlines.
- 27.5** 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 such 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:
- 27.5.1** 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;
  - 27.5.2** not require its or the other party’s Staff to attend at any premises where there is reasonably high risk of contracting a Pandemic Illness;

- 27.5.3 observe any quarantine orders issued under any law or regulation or under the other party's general corporate policy concerning such Pandemic;
- 27.5.4 bear its own expenses of implementing its own safeguards and measures under its general corporate policy concerning Pandemic Illnesses; and
- 27.5.5 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, 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**

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### **28. Application of these common terms**

- 28.1 The terms and conditions of this Part 4 (i.e. Clauses 29 through 37) apply to each relevant Contract.

### **29. Prime Contractor**

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

### **30. The Supplier's obligations under each relevant Contract**

#### **30.1 General obligations**

- 30.1.1 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 Statements of Work and the relevant Implementation Plan with respect to the provision of the relevant Services and/or Deliverables.
- 30.1.2 During the term of the relevant Contract, the Supplier shall at all times act in accordance with ALPS' or the Contracting Company's (as the case may be) guidelines, codes, policies, instructions and directions.
- 30.1.3 **Objectives**
  - (i) The Supplier acknowledges and agrees that the specific goals and objectives of the relevant Company in entering into the relevant Contract are to:

- (a) obtain and receive high-quality information technology services at market-competitive prices for such Company;
- (b) ensure that such services or the deliverables from such services allow the relevant Company to improve its business performance, benefit from process efficiency and improved workflows, improved communications and shared best practices, thus increasing efficiency and reducing errors and cost; and
- (c) **[insert any other objectives]**,

(collectively, the “**Objectives**”).

- (ii) To the extent the terms and conditions of the relevant Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed so as to give the fullest possible effect to the goals and objectives set forth above.

#### **30.1.4 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.

#### **30.1.5 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 its 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’ 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 provision of Services and 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 (3) months [prior to] [and/or] [in the] deployment of such junior Supplier Personnel to work on the relevant Contract.

**30.1.6 Compliance with laws:** The Supplier shall, during the performance of its obligations, services and duties under the relevant Contract, comply with all government regulations and Legal Requirements. In particular, the Supplier shall comply with applicable government regulations and Legal Requirements relating to the performance of Services provided under the relevant Contract, including the Healthcare Services Act, data privacy, data protection and/or outsourcing regulations or guidelines issued by any government, regulatory body or competent authority in all applicable jurisdictions as well as those dealing with equal employment opportunities.

**30.1.7** 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).

## **30.2 Information, Reports and Audit**

**30.2.1** 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.

**30.2.2** 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.

**30.2.3** 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.

**30.2.4** 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.

**30.2.5** Whistle-Blowing

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.

**30.2.6** 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 3<sup>rd</sup> party service provider; or
- (b) Organisation HR Head or any other higher authority immediately.

**30.2.7** 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.

**30.2.8 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 value of Services and Deliverables 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 services and deliverables 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;
  - (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; and
  - (d) In the event whereby usage of Subcontractor is approved by the Contracting Company, Supplier must include a clause in their contract with Subcontractor allowing audit on the Subcontractor by the Contracting Company or personnel authorised by the Contracting Company.
- (v) This Clause 30.2.8 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 Supplier's responsibilities or obligations under the relevant Contract and applicable laws, regulations and guidelines.
- (vi) The obligations of the Supplier under this Clause 30.2.8 will survive the expiry or termination of the relevant Contract.

### **31. Warranties applicable under each relevant Contract**

- 31.1** The Supplier warrants and represents that it shall not act in any way which may harm the goodwill, name or reputation of Company Group.
- 31.2** The Supplier undertakes and warrants that it has or will have good title to, and has or will have the right to offer to supply and provide to the Companies, the Services and Deliverables in accordance with the relevant Contract.
- 31.3** **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.
- 31.4** 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.
- 31.5** **Prices:** The Supplier warrants that it is providing the Services at the lowest prices and upon the most favourable terms (including payment terms) that it offers any customer for 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 31.5, the Supplier agrees that:
- 31.5.1** the Contracting Company shall be entitled to pay such lower charge (in lieu of the Fees) at which the Supplier provides to any other party equivalent services to the Services; and/or
- 31.5.2** 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 fees at which the Supplier provided the equivalent services to the Services.
- 31.6** Any rights or remedies of ALPS and the Contracting Company set forth in this Clause 31 are not exclusive and in particular ALPS and the Contracting Company also each has all rights and remedies available under applicable law.

**32. Indemnity applicable under each relevant Contract**

- 32.1** 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, "**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 Company Indemnitees may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against 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 or more of the following:

- 32.1.1 any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct, of the Supplier and/or any Supplier Personnel;
- 32.1.2 the Supplier's and/or any Supplier Personnel's breach of or failure or delay in complying with, the relevant Contract;
- 32.1.3 any malfunction of the Services and/or Deliverables provided by the Supplier;
- 32.1.4 any breach of the Supplier's obligations contained in Clause 37.23;
- 32.1.5 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;
- 32.1.6 any death, personal injury or loss or damage to property, arising from any act or omission of the Supplier and/or any Supplier Personnel;
- 32.1.7 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 7, any breach of the obligations contained in Clause 37.23 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;

- 32.1.8 any fines or penalties imposed on Company Indemnitees arising from a breach or non-compliance of such relevant Contract by the Supplier and/or any Supplier Personnel;
- 32.1.9 any action, claim or demand brought or threatened against any Company Indemnitee that alleges or is based on a claim that the provision of Services and/or the Deliverables by the Supplier or the use, access, or receipt of Services by any

Company Indemnitee infringes any Intellectual Property Rights and/or any rights of whatever nature of any third party;

**32.1.10** 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

**32.1.11** any claims brought or threatened by a third party against any Company Indemnitee arising from the circumstances specified in Clauses 32.1.1 to 32.1.10 or any claims, causes of actions or demands by such third parties arising out of or in connection with the performance of such relevant Contract.

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

**32.2.1** 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;

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

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

### **33. Losses recoverable from the Supplier**

**33.1** 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 services and deliverables (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.

### **34. Company Materials**

**34.1** 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 "**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.

- 34.2** 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.
- 34.3** While in Supplier's custody or control, Company Materials will be held at Supplier's risk, kept insured at Supplier's costs and expenses, and subject to removal at ALPS' or the relevant Company's request.
- 34.4** 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.

**35. Intellectual Property Rights**

- 35.1** All rights (including Intellectual Property Rights), interests and title in and/or associated with Company IPR shall belong to and vest in the relevant Company exclusively and the Supplier shall not during or at any time after the completion, expiry or termination of the relevant Contract in any way question or dispute such Company's ownership of Company IPR. The Supplier agrees and confirms that it retains no other right, licence, title or interest in or to the relevant Company IPR and the Supplier shall only have a limited, non-exclusive, revocable licence to use the same for the purposes of providing the relevant Services and Deliverables, and completing its obligations under the relevant Contract.
- 35.2** The Supplier hereby assigns (including the present assignment of rights created in the future) to the relevant Company all rights (including Intellectual Property Rights), interests and title in the relevant Company IPR, whether now existing or in the future created, to which the Supplier is now or may at any time after the date of the relevant Contract be entitled by virtue of or pursuant to any of the laws in force in any part of the world throughout the world including all renewals, reversions and extensions. The Supplier shall execute all further documents and deeds necessary to effect, perfect, record, or register such assignment.
- 35.3** The Supplier shall, as soon as reasonably practicable after the successful completion of the relevant Acceptance Test(s) and in any event not later than the commencement of the relevant Warranty Period: (i) promptly disclose in writing to the relevant Company each instance of Project Materials; and (ii) furnish to such Company, all relevant materials, documents or computer softcopies and/or media containing, comprising or which are necessary for the use of Project Materials, including the Source Code, executables and object code of software comprised in Project Materials. The Supplier acknowledges and agrees that the aforementioned subject matter is the property of such Company. Notwithstanding the foregoing provisions, the relevant Company agrees that the Supplier is entitled to retain a reasonable number of copies of the aforementioned subject matter for use solely in accordance with any on-going obligations of the Supplier under the relevant Contract.
- 35.4** The Supplier agrees not to use, disclose, market, sell or distribute any material or product incorporating Company IPR or any part thereof, save that the Supplier may use such material or product where expressly provided under the relevant Contract and provided that such use is for the sole purpose of providing the Services and Deliverables required of the

Supplier under the relevant Contract and upon such terms and restrictions of use as may be prescribed by the relevant Company.

**35.5** The Supplier agrees that the rights of the relevant Company under this Clause 35 shall arise immediately and shall survive whether or not:

**35.5.1** the Services, Deliverables and/or Project Materials are complete; or

**35.5.2** the relevant Contract expires or is terminated or otherwise.

### **35.6 Intellectual Property Infringement**

**35.6.1** Without prejudice to each Company's right to defend a claim alleging that the Deliverables [or Documentation] and/or the provision, supply or use thereof, or the use, access or receipt of Services, 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.

**35.6.2** 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.

### **36. Confidentiality**

**36.1** 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 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 Subcontractors are aware of and comply with the provisions of this Clause 36. 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.

**36.2** The Supplier warrants and undertakes that it:

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

**36.2.2** 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.

**36.3** The Supplier acknowledges that monetary damages may not be a sufficient remedy for any breach of the terms of this Clause 36 and that in addition to any other remedy available at



law or in equity, the relevant Company may seek injunctive and other legal or equitable relief against the Supplier for its breach or threatened breach of the provisions of this Clause 36.

**36.4** The Supplier expressly agrees that it shall be liable for any Supplier Personnel's or Subcontractor's breach or non-performance of this Clause 36 (including any unauthorised use and unauthorised disclosure of the Confidential Information) even after any of such parties or entities ceases to be Supplier Personnel or Subcontractor.

**36.5** The obligations of the Supplier under this Clause 36 shall survive the expiry or termination of the relevant Contract.

## **37. Miscellaneous**

### **37.1 Notice**

**37.1.1** Notices under each relevant Contract may be delivered by hand, by registered mail, electronic mail or facsimile to the addresses and numbers specified below or to the address or facsimile number 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 Part **(1)** or Part **(2)** (as the case may be) of the relevant Statement of Work.

**37.1.2** 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; (ii) in the case of electronic mail, immediately provided that no delivery failure in respect of such email is received; and (iii) in the case of facsimile upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission.

**37.1.3** 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.

**37.2 Relationship of parties to relevant Contracts:** 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.

### **37.3 Conflicts, Gifts, Inducements and Rewards**

**37.3.1** 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 the 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.

**37.3.2** 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.

**37.3.3** 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.

**37.4** **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.

### **37.5 Delegation & Sub-Contracting**

**37.5.1** 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, save that the Supplier may sub-contract to the Subcontractors as set out in Part 2i of Schedule 1 ("**Approved Subcontractors**") any of the Services and Deliverables without the prior written consent of ALPS or the Contracting Company (as the case may be).

**37.5.2** In the event ALPS or the Contracting Company consents to a sub-contract pursuant to Clause 37.5.1, 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.

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

**37.5.4** 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.

**37.5.5 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.

## **37.6 Co-Operation**

**37.6.1** 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.

**37.6.2** 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' 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.

**37.7 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.

### **37.8 Assignment**

**37.8.1** 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.

**37.8.2** 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.

**37.9 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.

**37.10 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.

**37.11 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 37.11 shall affect the rights of any permitted assignee or transferee of any relevant Contract.

- 37.12 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 37.11, 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.
- 37.13 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.
- 37.14 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.
- 37.15 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.
- 37.16 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.
- 37.17 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.
- 37.18 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.

**37.19 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. The 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 of the purposes of this Agreement. The Parties may execute this Agreement and any future agreements or amendments requiring a Party's signature, by using 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.

**37.20 Public Announcement:** Without prejudice to any of the provisions of Clause 36, 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 services or deliverables 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.

**37.21 Personal Data:** Without prejudice to any other provision of the relevant Contract, the Supplier accepts and shall comply with Schedule 7 regarding personal data.

**37.22 HealthTech Instruction Manual - Information and Communications Technology (HIM-ICT):** Without prejudice to any other provision of the relevant Contract, the Supplier accepts and shall comply with Schedule 8.

**37.23 Cybersecurity**

**37.23.1** 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; and
- (iii) the Supplier and its Affiliates have implemented backup and disaster recovery technology.

**37.23.2** If at any time the Supplier becomes aware that a representation or warranty given by it under this Clause 37.23 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.

**37.23.3** 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.

**37.23.4** 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 37.23, the relevant Company may immediately terminate the relevant Contract, 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.

**37.23.5** The Supplier 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.

**37.23.6** The obligations of the Supplier under this Clause 37.23 will survive the expiry or termination of the relevant Contract.

## **38. Benchmarking**

**38.1** The relevant Company shall be entitled, from time to time during the term of the relevant Contract, to conduct periodic audits, at its sole discretion, to benchmark the Supplier against best industry practices. Such benchmarking is separate from any other reviews contemplated by the relevant Contract and may include evaluations of the quality of performance of Services.

**38.2** Either party of the relevant Contract may disclose to the benchmarker designated by such Company ("**Benchmark**er") the relevant provisions, exhibits, or schedules of, or the documents referred to in the relevant Contract, and in particular, the Service Levels relevant to the Services being benchmarked.

**38.3** The Supplier will cooperate fully with the Benchmarker and provide all information, data and other materials relating to the provision of the Services as may be requested by the Benchmarker or required by the Benchmarker to conduct the benchmarking, in an accurate and timely manner.

**38.4** If any such benchmarking reveals that the Services or processes are not at the level of industry practice, the Supplier shall at the request of the relevant Company, review the results of the audit and establish and implement a plan to introduce any identified best practices.

**38.5** The parties to the relevant Contract acknowledge and agree that the selection of the benchmark reference data, specifications and standards against which the Benchmarker shall carry out the benchmarking is a matter for the Benchmarker to decide in the exercise of his or her professional judgment.

**38.6** The Supplier acknowledges that Benchmarker may refuse to disclose to it the identity of the organisations chosen by the Benchmarker to derive the benchmark standards and that the Supplier shall be entitled to review the results of an audit only if required by the relevant Company in the sole discretion of such Company.

## **39. Medico-Legal Complaints**

**39.1** 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:

- 39.1.1** 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.
- 39.1.2** the Parties shall adhere to the Contracting Company's "Clinical Complaints Management Framework" (where applicable) when dealing with Medico-Legal Complaints.
- 39.1.3** 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.
- 39.1.4** 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 Certificate**” is defined in Clause 16.5.

1.1.2 “**Acceptance Date**” means the date on which Contracting Company issues the final Acceptance Certificate for the relevant Services and Deliverables delivered under the relevant Statement of Work (provided all other Acceptance Certificates under such Statement of Work have been issued by Contracting Company).

1.1.3 “**Acceptance Tests**” is defined in Clause 16.1.

1.1.4 “**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. As used in this definition of “Affiliate”, the term control means the direct or indirect ownership of more than fifty per cent (>50%) of the stock having the right to vote for directors thereof or the ability to otherwise control the management of the corporation or other business entity whether through the ownership of voting securities, by contract, resolution, regulation or otherwise. Each Party agrees to be responsible for actions and omissions of its Affiliate.

1.1.5 “**Approved Subcontractors**” is defined in Clause 37.5.1.

1.1.6 “**Authorised Users**” means: (i) Contracting Company; (ii) any persons or entities who are authorised by Contracting Company to access the Services and Deliverables, whether by remote access or otherwise and whether or not in connection with any activities, transactions or operations within or arising out of any of the Sites; and (iii) [to add any relevant parties].

1.1.7 “**Bank**” is defined in Clause 6.2.

1.1.8 “**Banker’s Bond**” means the executed unconditional banker’s bond (in the form as prescribed in Schedule 9 from the Bank) in accordance with Clause 6.2.

1.1.9 “**Benchmark**” is defined in Clause 37.2

1.1.10 “**Bond Amount**” is defined in Clause 6.1.

1.1.11 “**Certificate of Completion**” means the certificate issued by Contracting Company for the purposes of payment under Clause 21.6 and which indicates the completion of a Milestone in the relevant Implementation Plan.

- 1.1.12 **“Change Control Procedure”** means the procedure and process for making a variation to a Statement of Work as set forth in Schedule 10.
- 1.1.13 **“Change Request”** is defined in Schedule 10.
- 1.1.14 **“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.
- 1.1.15 **“Commencement Date”** means the date set out in the relevant Statement of Work.
- 1.1.16 **“Company”** means an entity within Company Group, and **“Companies”** means all entities within Company Group.
- 1.1.17 **“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).
- 1.1.18 **“Company Indemnitees”** is defined in Clause 32.1
- 1.1.19 **“Company IPR”** means, in relation to the relevant Statement of Work:
- (i) the Implementation Plans and Specifications;
  - (ii) the Deliverables;
  - (iii) Interfaced Systems;
  - (iv) Company Materials;
  - (v) all documents, designs, materials, specifications, user input, know-how, workflow information, methodologies, business models of any Company; and
  - (vi) all Documentation and Project Materials.
- 1.1.20 **“Company Materials”** is defined in Clause 34.1.
- 1.1.21 **“Company Personal Data”** is defined in Schedule 7.
- 1.1.22 **“Completion Deadline”** means the date specified in Part **(5)** of the relevant Statement of Work (as determined based on Part 5 of Schedule 3) by which Supplier is to provide all relevant Services and Deliverables Ready for Use under such Statement of Work or, in respect of any Milestone, the relevant date specified in the relevant Implementation Plan, by which the Supplier is to perform and complete such Milestone.
- 1.1.23 **“Confidential Information”** means all the confidential 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, or relating to the personnel, policies or business strategies 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.

**1.1.24** “**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 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 contracting parties to this Master Agreement), this Master Agreement.

**1.1.25** “**Contracting Company**” means each Company who is party to the relevant Statement of Work.

**1.1.26** “**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.

**1.1.27** “**Customise/Customisation**” means to adapt, enhance, make changes, modifications, alterations and additions to a material, the production of derivative works of such material, and/or alterations or modifications to the parameter settings, where applicable, of such material.

**1.1.28** “**Daily Percentage**” is defined in Clause 20.1.

- 1.1.29 “**Data Handler**” is defined in Schedule 7.
- 1.1.30 “**Data Indemnified Persons**” is defined in Schedule 7.
- 1.1.31 “**Deliverables**” means the deliverables supplied or to be supplied by Supplier to the relevant Company under the relevant Statement of Work, [Integrated with the Interfaced Systems as a whole (where applicable)] and shall include the deliverables as set out in Part 3 of Schedule 3.
- 1.1.32 “**Detailed Requirements Study**” is defined in Clause 15.1.1(i).
- 1.1.33 “**Dispute**” is defined in Clause 10.1.
- 1.1.34 “**Documentation**” is defined in Clause 15.3.1.
- 1.1.35 “**Effective Date**” means the date set out in Part 2a of Schedule 1.
- 1.1.36 “**End-User**” means any and all persons or entities that are end-users of the Services and Deliverables as well as any person or entity that may be a potential or prospective end-user of the Services and Deliverables, including the applicable employees, contractors and patients of the Companies.
- 1.1.37 “**Evaluation Period**” is defined in Schedule 10.
- 1.1.38 “**Existing Systems**” is defined in Clause 17.3.1.
- 1.1.39 “**Expiry Date**” is defined in Clause 6.2.3.
- 1.1.40 “**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.
- 1.1.41 “**Extra Services**” is defined in Clause 24.1.
- 1.1.42 “**Fees**” means the Service Charges [and the Maintenance Fees].
- 1.1.43 “**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, inclement weather, earthquakes, storms, typhoons, rain or floods 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 suppliers or any tariffs or import quotas.
- 1.1.44 “**Form of Statement of Work**” is defined in Clause 3.2.1.
- 1.1.45 “**Handover**” is defined in Clause 26.3.1(v).
- 1.1.46 “**Handover Plan**” is defined in Clause 26.3.1(v).

- 1.1.47 **“Implementation Plan”** means the project plan specified in Part 4 of Schedule 3.
- 1.1.48 **“Initial Term”** means the initial term of the Master Agreement set out in Part 2g of Schedule 1.
- 1.1.49 **“Integrate/Integration”** means the creation, modification and/or use of software, applications or computer code and/or the use of hardware in order to create functionality between two or more component parts or items of hardware and/or software.
- 1.1.50 **“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 informations, specifications, recipes, secret formulae, designs, plans, documentations, drawings, data or processes, discoveries, lists of 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.
- 1.1.51 **“Interfaced Systems”** means any application, systems or other facilities of a Company referred to in the relevant Specifications or which the Services and/or Deliverables is required by the relevant Company to be Integrated with as described in such Specifications.
- 1.1.52 **“IT Systems and Data”** is defined in Clause 37.23.
- 1.1.53 **“Key Supplier Personnel”** means the Supplier Personnel that the relevant Company designates as being critical in the provision of the relevant Services and Deliverables. Key Supplier Personnel as at the relevant Commencement Date shall include the Supplier Personnel set out in Part 19 of Schedule 3.
- 1.1.54 **“Key User Representatives”** are persons nominated by the relevant Company from time to time.
- 1.1.55 **“Legal Requirements”** means all laws and regulatory requirements, judgements, injunctions, guidelines, codes of practice, local or international standards, conditions, vaccines, directives, policies or measures of any kind on the part of any government, regulatory body, court, healthcare services act 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.

- 1.1.56 **“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.
- 1.1.57 **“Maintenance”** means the maintenance services described in Part 11 of Schedule 3.
- 1.1.58 **“Maintenance Fees”** is defined in Clause 21.1.2.
- 1.1.59 **“Maintenance Period”** is defined in Clause 15.5.2.]
- 1.1.60 **“Major Defect”** means a defect in the relevant Services and/or Deliverables resulting in either:
- (i) a total breakdown of such Services and/or Deliverables or where the relevant Company or more than thirty per cent. (30%) of End-Users at any or all Site(s) are prevented from accessing or using such Services and/or Deliverables;
  - (ii) such Services and/or Deliverables experiencing a *“denial of service”* or any form of loss of service to such Company or End-Users;
  - (iii) any one or more of such Services and/or Deliverables failing to perform in accordance with the relevant Specifications;
  - (iv) a failure in the processing or performance of any function material to such Company’s business or commercial operations involving such Services and/or Deliverables;
  - (v) a material delay in the processing or performance of a function critical or material to such Company’s business or commercial operations involving such Services and/or Deliverables; or
  - (vi) the continued access to and use of such Services and/or Deliverables becoming inconvenient in any material aspect (such as any defect which hinders the efficient or expeditious use of such Services and/or Deliverables).
- 1.1.61 **“Man-day”** is a metric for measuring the provision of the relevant Services and Deliverables, equal to the work one person can produce in a day (i.e. no less than 8 hours), excluding vacation and other non-productive time.
- 1.1.62 **“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.
- 1.1.63 **“Maximum Maintenance Period”** means the time period as specified in Part 16 of Schedule 3.

- 1.1.64 **Milestone** means a phase entitled or identified as a *“milestone”* in an Implementation Plan.
- 1.1.65 **New Contractor** is defined in Clause 26.3.1(i).
- 1.1.66 **Objectives** is defined in Clause 30.1.3.
- 1.1.67 **Other Defects** means a defect in the relevant Services and/or Deliverables, or any part thereof, which does not amount to a Major Defect.
- 1.1.68 **Outline Specifications** means the preliminary technical, functional, performance, procedural, workload, reliability, security, protocol and other requirements of the Services and Deliverables as set out in Part 2 of Schedule 3.
- 1.1.69 **Pandemic** is defined in Clause 27.5.
- 1.1.70 **Pandemic Illness** is defined in Clause 27.5.1.
- 1.1.71 **Party** means either the Supplier or ALPS, and **Parties** means the Supplier and ALPS.
- 1.1.72 **PDPA** is defined in Clause 32.1.7(ii).
- 1.1.73 **Percentage Cap** is defined in Clause 20.1.
- 1.1.74 **Plan** is defined in Clause 37.23.2.
- 1.1.75 **Project Manager** means the person nominated by a Party pursuant to Clause 4 from time to time, the first (1<sup>st</sup>) such person to be the person specified in Part 2c of Schedule 1.
- 1.1.76 **Project Materials** means any Works which result from or are otherwise created pursuant to or supplied for the purpose of the performance of the relevant Contract or a sub-contract in relation thereto as the case may be.
- 1.1.77 **Ready for Use** means fully installed and successfully tested in accordance with Clause 16.
- 1.1.78 **Relevant Parties** is defined in Clause 13.5.
- 1.1.79 **Representative** means the person nominated by a party to the relevant Statement of Work pursuant to Clause 14.2.1, the first such person to be the person specified in Part **(1)** or Part **(2)** (as the case may be) of the relevant Statement of Work.
- 1.1.80 **Resolution Meeting** is defined in Clause 10.1.1.
- 1.1.81 **Resolution Notice** is defined in Clause 10.1.1.
- 1.1.82 **Resolution Period** is defined in Clause 10.1.1.



- 1.1.83 “**Security Deposit**” is defined in Clause 6.1.
- 1.1.84 “**Service Charges**” is defined in Clause 21.1.1.
- 1.1.85 “**Service Level Credits**” means the service level credits described in Part 14 of Schedule 3.
- 1.1.86 “**Service Levels**” means the service levels in respect of the Services and Maintenance set out in Part 13 of Schedule 3.
- 1.1.87 “**Services**” means the services, functions, responsibilities and obligations of the Supplier to be provided under the relevant Statement of Work, including all services necessary to deliver the Deliverables and the services as set out in Part 1 of Schedule 3.
- 1.1.88 “**SIAC**” is defined in Clause 10.3.1.
- 1.1.89 “**SIAC Rules**” is defined in Clause 10.3.1.
- 1.1.90 “**Sites**” is defined in Clause 13.3.
- 1.1.91 “**Source Code**” means software expressed in human eye-readable computer language comprising the properly commented source version and the accompanying comprehensive technical documentation including libraries and dynamic link libraries (dlls) and .Net assemblies and com objects and other programmable portions needed for any compilation of the said software, in soft electronic compilable version.
- 1.1.92 “**Specifications**” means, in relation to a Statement of Work, the detailed technical, functional, performance, procedural, workload, reliability, security, protocol and other requirements of the relevant Services and/or Deliverables as the same may be agreed to by Supplier and the relevant Company in writing pursuant to Clause 15.1 and shall include (i) the stipulations set out in Part 3 of Schedule 3; and (ii) all requirements not expressly agreed upon which are reasonably necessary for the proper, stable and efficient functioning of such Services and/or Deliverables. Pending completion and approval of the Specifications under Clause 15.1, all references to “**Specifications**” should be construed as references to the Outline Specifications, save in the case of Clause 15.1.
- 1.1.93 “**Specifications Deadline**” is defined in Clause 15.1.5.
- 1.1.94 “**Staff**” is defined in Clause 27.5.
- 1.1.95 “**Standard Rates**” means the rates set out in Part 2j of Schedule 1.
- 1.1.96 “**Statement of Work**” means a statement of work set out in Schedule 2.
- 1.1.97 “**Subcontractor**” means a subcontractor of the Supplier, that is, any person, firm or company approved in writing by ALPS or the Contracting Party (as the case may

be) to furnish the Services and/or Deliverables directly or indirectly to the Supplier for the purposes of the relevant Statement of Work.

- 1.1.98** “**Supplier Applicable Taxes**” means all taxes, charges, fees, levies, duties and governmental fees or other like assessments or charges of any kind whatsoever (including those relating to income (net or gross), gains, profits, licence, excise, registration, employment, payroll, withholding, ad valorem, goods and services, transfer, stamp or transactions) whether of Singapore or elsewhere, in respect of or in connection with the provision of Services, Deliverables or Maintenance, provided by the Supplier and any right, licences and privileges granted by the Supplier under the relevant Statement of Work.
- 1.1.99** “**Supplier Individuals**” is defined in Schedule 7.
- 1.1.100** “**Supplier Personnel**” means the Supplier’s and any Subcontractor’s employees, personnel, agents, principals and contractors, who are individuals, and includes such other individuals as may be notified in writing to and approved by the relevant Company from time to time in advance of their assignment to such Company’s account(s).
- 1.1.101** “**Test Procedures**” is defined in Clause 16.1.
- 1.1.102** “**Transition Out Period**” is defined in Clause 26.3.1(v).
- 1.1.103** “**Updates**” is defined in Clause 15.5.9.
- 1.1.104** “**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 or damage 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 Services and/or Deliverables or any part thereof or other system containing the code.
- 1.1.105** “**Warranty Period**” means the period specified in Part 12 of Schedule 3.
- 1.1.106** “**Work Authorisation Procedure**” is defined in Clause 13.2
- 1.1.107** “**Works**” means any and all works of authorship, documents, reports, data, databases, software, programs, scripts, macros and any code of any type or language, processes, platforms, interfaces, methods, know-how, expertise, inventions, ideas, concepts, methodologies and technical and commercial information, photographs, designs, illustrations, artwork, drawings, diagrams, flow chart, screen shots, reports, output forms, business processes, graphics, music, lyrics, audio, sound recordings and any other subject matter or materials, in whatever form or medium and in any stage of development or completion (including digital equivalents of all the aforementioned subject matter) or the Services and/or

Deliverables that are conceived, designed, practiced, prepared, produced or developed by the Supplier :

- (i) during the course of the Services;
- (ii) based upon knowledge or information learned or gained from the relevant Company; or
- (iii) resulting from the use of the relevant Company's facilities, personnel, or materials.

**Part 2 Key Definitions**

Part	Term	Definition
a.	Effective Date	[insert]
b.	Conditions precedent	1) The Supplier having lodged with ALPS a security deposit in compliance with Clause 6 by [insert date]; and 2) [insert any other condition]
c.	Project Managers	ALPS: [insert name and/or designation]  Supplier: [insert name and/or designation]
d.	Notices	<b>ALPS</b> Address : [insert] Email : [insert] Fax : [insert] Tel : [insert]  <b>Supplier</b> Address : [insert] Email : [insert] Fax : [insert] Tel : [insert]
e.	Certifications	[insert]
f.	Exclusivity of jurisdiction	[Exclusive]
g.	Initial Term	[insert] years
h.	Extended Term	[insert] years
i.	Approved Subcontractors	[insert]
j.	Standard Rates	1) [describe role e.g. Data Analyst] based in [insert country] - S\$[state Man-day rate] per Man-day 2) [describe role e.g. Consultant] based in [insert country] - S\$[state Man-day rate] per Man-day 3) "Standard Rates" are relevant under paragraph 3 of Schedule 10 (Change of Control Procedure).]

**Schedule 2**  
**Statements of Work**

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

### Schedule 3 Services-related Terms

Part	Term	Definition
<b>Service definitions and terms</b>		
1.	<b>Services</b>	<ul style="list-style-type: none"> <li>▪ <i>[insert]</i></li> </ul>
2.	<b>Outline Specifications</b>	<ul style="list-style-type: none"> <li>▪ <i>[insert]</i></li> </ul>
3.	<b>Deliverables</b>	<ul style="list-style-type: none"> <li>▪ <i>[insert]</i></li> </ul>
<b>Implementation Plan and Completion Deadlines</b>		
4.	<b>Implementation Plan</b>	<ul style="list-style-type: none"> <li>▪ <i>[insert]</i></li> </ul>
5.	<b>Completion Deadline(s)</b>	<ul style="list-style-type: none"> <li>▪ The services, responsibilities and obligations of Supplier in relation to this Statement of Work shall be completed within <i>[state timeframe]</i> from the Commencement Date.</li> </ul>
6.	<b>Liquidated Damages</b>	<ul style="list-style-type: none"> <li>▪ <b>Daily Percentage:</b> <i>[insert]</i></li> <li>▪ <b>Percentage Cap:</b> <i>[insert]</i></li> </ul>
<b>Acceptance Tests</b>		
7.	<b>Particular acceptance tests to be carried out</b>	<ul style="list-style-type: none"> <li>▪ <i>[insert]</i></li> </ul>
8.	<b>Acceptance and testing criteria for issuance of Acceptance Certificate</b>	<ul style="list-style-type: none"> <li>▪ <i>[insert]</i></li> </ul>
<b>Fees and payment schedule</b>		
9.	<b>Basis for Service Charges</b>	<p>EITHER</p> <ul style="list-style-type: none"> <li>▪ <b>Lump Sum:</b> The Service Charges payable by Contracting Company to Supplier under the relevant Statement of Work shall be a lump sum of S\$<i>[insert]</i> <i>[per [describe frequency e.g. month/describe Deliverable e.g. report]]</i>. As this Statement of Work is a lump sum contract, the Service Charges shall be fixed and firm and any breakdown of the Service Charges (e.g. by applicable rates or the indication of effort required, e.g. in terms of Man-days) in this Statement of Work (if any) shall merely be for reference only and shall not affect the Service Charges.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>▪ <b>Time-and-material:</b> The Service Charges payable by Contracting Company to Supplier under the relevant Statement of Work shall be on a time and materials basis (subject to the terms of the Master</li> </ul>

Part	Term	Definition
		<p>Agreement) based on the following: [A maximum/An estimate] of [insert] Man-days aggregating to [a maximum/an estimate] sum of S\$[insert] which shall be computed in accordance with the following rates:</p> <ol style="list-style-type: none"> <li>1) [describe role e.g. Data Analyst] based in [insert country] - S\$[state Man-day rate] per Man-day</li> <li>2) [describe role e.g. Consultant] based in [insert country] - S\$[state Man-day rate] per Man-day</li> </ol> <p>Supplier agrees that:</p> <ol style="list-style-type: none"> <li>(a) daily fees shall be based on the actual number of working hours per day per Supplier Personnel (subject to a maximum of [eight] billable hours per day per Supplier Personnel); and</li> <li>(b) there shall be no overtime compensation payable by Contracting Company.</li> </ol>
10.	Payment Schedule	<p>EITHER</p> <ul style="list-style-type: none"> <li>▪ <b>Lump Sum:</b> Payment of the Service Charges by Contracting Company to Supplier is by way of the following instalments, each of which is a payment in advance towards the Service Charges, described against relevant Milestones and as a percentage of the Service Charges: [insert applicable Milestone and corresponding payment amount (expressed as a percentage of the Service Charges such as:</li> </ul> <ol style="list-style-type: none"> <li>1) [Milestone 1] - [state amount] %</li> <li>2) [Milestone 2] - [state amount] %</li> <li>3) [Milestone 3] - [state amount] %</li> <li>4) [Milestone 4] - [state amount] %</li> </ol> <p>Supplier shall not issue an invoice for any instalment of the Service Charges unless and until a Certificate of Completion of the relevant Milestone has been issued by Contracting Company. Supplier shall be solely responsible for ensuring that its invoices are billed to the correct details for Contracting Company's settlement.</p> <p>OR</p> <ul style="list-style-type: none"> <li>▪ <b>Time-and-material:</b> Payment of the Service Charges by Contracting Company to Supplier is to be paid [insert timeline (e.g. monthly in arrears, quarterly, yearly in advance, etc or after the completion of this Statement of Work)], upon which Supplier shall compute the Man-days utilised in such period and submit with supporting documentation (such as timesheets) for Contracting Company's approval (such approval to be set out via a Certificate of Completion) [insert submission timeline e.g. not more than [insert] days upon completing the provision of such Services and/or Deliverables, or at the beginning of each month during the term of this Statement of Work in respect of Services and Deliverables provided in the preceding month]. Supplier shall not issue an</li> </ul>

Part	Term	Definition																									
		<p>invoice for any Service Charges unless and until a Certificate of Completion has been issued by Contracting Company. Supplier shall be solely responsible for ensuring that its invoices are billed to the correct details for Contracting Company's settlement.</p> <p><b>Conditions for both:</b> Supplier must comply with the following:</p> <p>(i) Each invoice submitted by Supplier shall show such details as reasonably specified by Contracting Company, including details and billing information as is necessary to satisfy Contracting Company's internal accounting department.</p> <p>(ii) All payments made by Contracting Company shall be made in accordance with the mode of payment of Contracting Company's choice as set out in Schedule 5.</p>																									
<b>Maintenance-related definitions and terms</b>																											
11.	<b>[Maintenance]</b>	<ul style="list-style-type: none"> <li>[insert]</li> </ul>																									
12.	<b>Warranty Period</b>	<ul style="list-style-type: none"> <li>"<b>Warranty Period</b>" means the period of [[insert] months] commencing from the [Acceptance Date], provided that all outstanding Major Defects and Other Defects of the Services and/or Deliverables raised or notified to Supplier during such period have been successfully resolved to Contracting Company's satisfaction. Should such Major Defects and Other Defects be not resolved to the satisfaction of Contracting Company, the Warranty Period shall be extended for [insert] months until such time Supplier has successfully resolved all such Major Defects and Other Defects to Contracting Company's satisfaction.</li> </ul>																									
13.	<b>Service Levels</b>	<ul style="list-style-type: none"> <li>[insert]</li> </ul>																									
14.	<b>Service Level Credits</b>	<p>Time is of essence for the provisions of Services. Should the Supplier be unable to meet with the following Service Level, Company shall be entitled to claim or impose on the Supplier according to the Service Level Credits for each of the failure by the Supplier to comply with the Service Level as follows:</p> <table border="1"> <thead> <tr> <th>S/N</th> <th>Provision of Services</th> <th>Service Level</th> <th>Service Level Credits</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>XXXXX Services</td> <td>To provide XXX Service within the stated timing below: -Monday to Friday: 10am -5pm -Saturday: 10am-12pm</td> <td>S\$XX per hour of delay on each day, capped at S\$XX per day.</td> <td></td> </tr> <tr> <td>2</td> <td>Report Submission</td> <td>To submit complete daily/weekly/monthly report by XXXX.</td> <td>S\$XX per day of delay for each of the incomplete reports</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S/N	Provision of Services	Service Level	Service Level Credits	Remarks	1	XXXXX Services	To provide XXX Service within the stated timing below: -Monday to Friday: 10am -5pm -Saturday: 10am-12pm	S\$XX per hour of delay on each day, capped at S\$XX per day.		2	Report Submission	To submit complete daily/weekly/monthly report by XXXX.	S\$XX per day of delay for each of the incomplete reports											
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Part	Term	Definition
15.	<b>Basis for Maintenance Fees</b>	<ul style="list-style-type: none"> <li>▪ <b>[[insert amount] per annum]</b></li> </ul>
16.	<b>Maximum Maintenance Period</b>	<ul style="list-style-type: none"> <li>▪ <b>[insert]</b></li> </ul>
<b>Additional terms and conditions</b>		
17.	<b>Documentation</b>	<ul style="list-style-type: none"> <li>▪ <b>[insert details of particular documentation to be provided]</b></li> </ul>
18.	<b>Training objectives, requirements and other details</b>	<ul style="list-style-type: none"> <li>▪ <b>[insert training objectives and particular courses to be provided – timing of courses to be inserted in Implementation Plan (e.g. training shall be of such nature and scope as to enable the Key User Representatives to properly and efficiently understand, operate, maintain and/or support such Services and Deliverables independently on a day to day operational basis.)]</b></li> </ul>
19.	<b>Key Supplier Personnel</b>	<p><b>[Please consider if it is preferable to set out a list of people who are pre-approved as Key Supplier Personnel, and require Supplier to allocate at least <b>[x]</b> number of people from this list who will be Key Supplier Personnel for a particular Statement of Work.]</b></p> <ul style="list-style-type: none"> <li>▪ <b>[insert]</b></li> </ul>
20.	<b>Transition Out Period</b>	<p><b>[The definition of “<i>Transition Out Period</i>” comprises the period stated in this Part or <b>[6 months]</b>, whichever period is longer.]</b></p> <ul style="list-style-type: none"> <li>▪ <b>[insert]</b></li> </ul>



## **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 business registered 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;
19. Yishun Community Hospital Pte Ltd, UEN 201333346W;

(The companies above in items 18 and 19 are incorporated in Singapore and have their registered offices 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 business registered 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 business registered 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 business registered 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. National University Healthcare Systems Pte. Ltd, UEN. 200801778C, a company incorporated in Singapore and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
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. Alexandra Hospital, UEN 53360086C, a business registered in Singapore and having its registered office at 378 Alexandra Road, Alexandra hospital, Singapore 159964;

32. National University Cancer Institute Singapore, a centre under the name of National University Hospital (Singapore) Pte Ltd, UEN. 198500843R and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
33. National University Heart Centre, a centre under the name of National University Hospital (Singapore) Pte Ltd, UEN. 198500843R and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
34. National University Centre for Oral Health, Singapore, a centre under the name of National University Hospital (Singapore) Pte Ltd, UEN. 198500843R and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
35. National University Polyclinics, UEN 53358682L, a company incorporated in Singapore and having its registered office at 1 Jurong East Street 21, Singapore 609606; and
36. National University Primary Healthcare Pte. Ltd, UEN. 201220415M, a company incorporated in Singapore and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
37. National University Hospital Services Group Pte. Ltd, UEN. 200910555Z, a company incorporated in Singapore and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
38. NUHS Diagnostics, UEN. 53427979A, a business incorporated in Singapore and having its principal place of business at 1E Kent Ridge Road, #13-00, Singapore 119228
39. NUHS Pharmacy, UEN. 534277794B, a business incorporated in Singapore and having its principal place of business at 1E Kent Ridge Road, #13-00, Singapore 119228
40. 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><b>[Work Authorisation Procedures</b></p> <p>These work authorisation procedures are to be the ones that Supplier must comply with regarding Contracting Company's request under Clause 13.2 for Services / Deliverables. Please customise for each Contracting Company where relevant. Where a particular institution does not require this additional lever / control, this may be excluded from the company-specific section.</p> <ol style="list-style-type: none"> <li>1. All requests for Services and Deliverables by Contracting Company shall be made using the "Work Authorisation" form which has been prescribed by Contracting Company.</li> <li>2. Once a request has been issued and such request is approved by [the CTO and IT Operations Manager of] Contracting Company, the Services and Deliverables must promptly be provided within the boundaries of the original request.</li> <li>3. [insert other procedures / processes]]</li> </ol> <p><b>[Specific Warranties:</b></p> <ul style="list-style-type: none"> <li>• [insert]</li> <li>• [insert]]</li> </ul> <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]

**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 “**Commencement Date**”) between the following Contracting Company and Supplier in relation to the provision of Services and Deliverables as set out in Schedule 3 of the Master Agreement (defined 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	
<b>Part (1)</b> <b>Contracting Company</b>	_____ (name) (Company Registration No: _____), a corporation incorporated in <b>[insert country]</b> and having its registered address at _____ (the “ <b>Contracting Company</b> ”)  <b>Notices and correspondence</b> Address: _____ _____ Email: _____ Fax: _____ Representative: _____
<b>Part (2)</b> <b>Supplier</b>	_____ (name) (Company Registration No: _____), a corporation incorporated in <b>[insert country]</b> and having its registered address at _____ (the “ <b>Supplier</b> ”)  <b>Notices and correspondence</b> Address : _____ _____ Email: _____ Fax: _____ Representative: _____

## SERVICES AND DELIVERABLES

### Part (3) Services

The Services are set out in Part 1 of Schedule 3 of the Master Agreement and are reproduced below for reference: \*

- [insert scope set out in Part 1 of Schedule 3 of the Master Agreement]

### Part (4) Deliverables

The Deliverables are set out in Part 3 of Schedule 3 of the Master Agreement and are reproduced below for reference: \*

- [insert scope set out in Part 3 of Schedule 3 of the Master Agreement]

**Do note that they should reflect the Services and Deliverables stated in Parts 1 and 3 of Schedule 3 of the Master Agreement in full. This is because we have prepared the Master Agreement and Statement of Work to allow for all Contracting Companies to procure the same Services (and not a 'menu' of Services that each Contracting Company may customise**

## FINANCIALS

### Part (5) Service Charges

- [insert amount as computed based on Part 9 of Schedule 3 of the Master Agreement]

### Part (6) Maintenance Fees

- [insert amount as computed based on Part 11 of Schedule 3 of the Master Agreement]

## ADDITIONAL TERMS AND CONDITIONS

### Part (7) Completion Deadline(s)

- [insert date as determined based on Part 5 of Schedule 3 of the Master Agreement]

### Part (8) Sites

- [insert]

## VARIATIONS

### Part (9) Variations to Master Agreement

**Only the following variations (which relate to obligations between Contracting Company and Supplier) are allowed. ALPS to insert permitted variances below (which will be 'locked-in' in this template Statement of Work and is ready for Contracting Company to select when deciding to issue a Statement of Work**

- [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 Commencement Date.

<p><b>Contracting Company</b></p> <hr/> <p>(sign above)</p> <p>Name _____</p> <p>Title: _____</p> <p>For and on behalf of</p> <p><b>[Select one of the two options below, depending on the entity signing the SOW]</b></p> <p><b>[ALPS Pte. Ltd. (acting in its capacity as agent of [insert name of Contracting Company])]</b></p> <p><b>[insert name of Contracting Company]</b></p>	<p><b>Supplier</b></p> <hr/> <p>(sign above)</p> <p>Name _____</p> <p>Title: _____</p> <p>For and on behalf of</p> <p><b>[insert name of Supplier]</b></p>
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## Schedule 7 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 shall be 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 sub-contractors (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 shall be strictly for the provision of the Services under this Agreement 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:
    - a) 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 this Agreement in permitting the use of the Contracting Company's Personal Data; or
    - b) 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 Agreement, 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 termination or expiry of the Agreement, 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 Agreement, 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 Agreement, 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 termination or expiry of this Agreement (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 this Agreement 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 Agreement,
- (a) "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 this Agreement; and
  - (b) any capitalised terms used in this Agreement which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.

**Schedule 8 HIM-ICT (Security document)**

*[insert security requirements pursuant to HIM-ICT]*

**Schedule 9**  
**Form of Banker's Bond**

*[insert form of Banker's Bond]*

## Schedule 10 Change Control Procedure

The relevant Company may by notice in writing to the Supplier (using the change request form prescribed by such Company), request a change, variation or amendment to the relevant Statement of Work or any part thereof, giving details of the proposed change, variation or amendment (such request to be referred to as a “**Change Request**”), in which case:

1. within twenty-four (24) hours of receipt of such Company’s notice requesting a change, variation or amendment, the Supplier will respond to such Company specifying a time frame (the “**Evaluation Period**”) within which the Supplier will provide such Company with an evaluation of the change, variation or amendment. The Evaluation Period shall be no longer than is reasonably practicable for the Supplier to make the evaluation;
2. The Supplier shall evaluate the proposed change, variation or amendment and within the Evaluation Period, provide such Company with a full written evaluation of the proposed change, variation or amendment which will specify:
  - 2.1 the feasibility of implementing the change, variation or amendment;
  - 2.2 the impact of the change, variation or amendment on the relevant Services and/or Deliverables;
  - 2.3 the resources required to implement the change, variation or amendment;
  - 2.4 whether any adjustment, changes or variations will be required to the relevant Fees, Specifications, Service Levels, any deadlines or other obligations or provisions under such Statement of Work, and if so, the basis for such variations;
  - 2.5 the likely implementation date of the change, variation or amendment;
  - 2.6 any resources of such Company required to be involved in any of the activities required in such Change Request; and
  - 2.7 any other relevant details,at no additional charge to such Company;
3. where the implementation of the change, variation or amendment will result in an increase in the relevant Fees or be additionally chargeable, the Supplier’s quotation for implementing the change, variation or amendment shall be reasonable and shall not deviate materially from the prevailing market practice in relation to the price or rates charged for such work and shall also not exceed Standard Rates charged for such work (where applicable);
4. such Company will consider the evaluation report and may within thirty (30) days of receipt of the evaluation report, elect in writing either to:
  - 4.1 accept the evaluation report and instruct the Supplier to proceed to implement the change, variation or amendment or any part thereof, in which case such Statement of Work shall be amended in accordance with the evaluation report or such other variation or addendum to such Statement of Work as may be executed by the Supplier and such Company in writing;

- 4.2 request the Supplier to amend and re-submit such evaluation report, in order to make the evaluation report or any quotation therein reasonable which such Company shall consider in accordance with this Section 4 of this Schedule 10; or
  - 4.3 withdraw the proposed change, variation or amendment in which case such Statement of Work shall continue in force unchanged. Such Company shall be entitled to engage any other party or parties to implement the proposed change, variation or amendment in which event the Supplier shall co-operate with such party or parties in connection with any work relating to the proposed change, variation or amendment;
5. The Supplier may also propose a change, variation or amendment and in such a case, it shall prepare and submit to the relevant Company an evaluation report which will be dealt with in accordance with this Schedule 10 which shall apply accordingly, except that such Company is entitled to refuse any such change, variation or amendment proposed by the Supplier in its discretion; and
6. all change, variation or amendment to a Statement of Work shall be made in accordance with the procedures outlined in this Schedule 10, provided that the Supplier and the relevant Company may dispense in writing with the aforesaid procedure in respect of minor changes, alterations or modifications with no change to the relevant Fees.

## **Schedule 11**

### **The Supplier Personnel**

- 1. The Supplier shall:**
- 1.1** as of the Effective Date and throughout the term of the relevant Contract, provide, assign and maintain sufficient number of Supplier Personnel to: (i) provide the Services and Deliverables, meet Service Levels and all deadlines under all Statements of Work; and (ii) fulfil all other obligations under the Master Agreement and all Statements of Work;
- 1.2** ensure that all the Supplier Personnel used or deployed by the Supplier to provide the Services or the Deliverables 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 Services and/or Deliverables which they are engaged or deployed by the Supplier to perform or in the fulfilment of the other obligations under the Master Agreement and the Statements of Work they are to perform;
- 1.3** ensure that all the Supplier Personnel satisfy the requirements set out in the relevant Specifications or otherwise agreed with the relevant Company; and
- 1.4** within two (2) weeks from ALPS' or the Contracting Company's request or from the effective date of the relevant Contract, whichever is earlier, provide ALPS or the Contracting Company (as the case may be) with full details of all the Supplier Personnel, including their qualifications, years and area of experience, and roles and responsibilities in relation to the provision of the Services and Deliverables. The Supplier shall ensure that the relevant Company is from time to time notified in writing of all the Supplier Personnel which the Supplier proposes to engage or has engaged in the provision of the Services and/or Deliverables and whose presence is required at any of the Sites.
- 2.** The relevant Company shall be entitled to require the Supplier to remove or replace any particular Supplier Personnel in the provision of the Services and Deliverables under the relevant Contract at any time without assigning any reason therefor.
- 3.** The Supplier shall avoid replacing any Supplier Personnel unless this is reasonably necessary.
- 4.** In relation to the provision of Services and Deliverables, the Supplier shall, where additional manpower is necessary, mobilise sufficient manpower in order to fulfil its obligations under the Master Agreement and the Statements of Work, and meet any applicable deadlines, at no additional cost to ALPS or the Contracting Company.
- 5.** Nothing in the Master Agreement or a Statement of Work is to be construed to constitute or deem any Supplier Personnel as the employee or agent of ALPS or the Contracting Company.
- 6.** The Supplier shall ensure that Supplier Personnel are aware of the Specifications, Service Levels and other requirements set out in the relevant Contract, and shall provide the Services and Deliverables in compliance therewith.
- 7.** No illegal workers (foreign or otherwise) shall be employed by the Supplier in the execution of any part of the Supplier's obligations under the Master Agreement and the Statements of Work in contravention of any Legal Requirements.
- 8.** The Supplier undertakes to procure and/or execute such agreements with the Supplier Personnel as are necessary to ensure that the provisions of the Master Agreement and the Statements of Work relating to such Supplier Personnel are complied with. Without prejudice to the generality of the foregoing, the Supplier undertakes to enter into the necessary agreements at its own cost, with its Supplier Personnel and all other persons who will provide the Services and/or Deliverables, or any part thereof, or who but for such agreements, would be entitled to any rights in connection with any

deliverables supplied to the relevant Company under the Master Agreement or a Statement of Work, to ensure that the rights granted under the Master Agreement and any Statement of Work by the Supplier to the relevant Company are free from all encumbrances or conflicting rights of such Supplier Personnel and other persons.

9. The Supplier shall ensure that all Supplier Personnel and Subcontractors must obtain and display the relevant security pass when providing the Services and/or Deliverables at the Sites or any other location as may be required by the relevant Company.

**10. Key Supplier Personnel**

10.1 The Supplier shall ensure that the persons set out in Part 19 of Schedule 3 of the Master Agreement remain involved as the part of the Key Supplier Personnel on a full time basis during the term of each Statement of Work unless otherwise agreed by the relevant Company.

10.2 **Removal of Key Supplier Personnel:** The Supplier shall not replace any Key Supplier Personnel without the prior written consent of the relevant Company, which shall be in the absolute discretion of such Company. Without prejudice to the foregoing, a Key Supplier Personnel shall be replaced by Supplier within fourteen (14) days of the issuance by the relevant Company of a notice requiring such replacement if such member does not carry out his duties and obligations to the satisfaction of such Company.

10.3 All Supplier Personnel shall be subject to security clearance and approval of the relevant Companies before they are assigned to provide the Services or Deliverables, for Services or Deliverables required to be provided at the premises of such Companies.

**10.4 The Supplier's Project Manager and Representatives**

10.4.1 The Supplier will appoint at its own cost and expense suitably experienced and competent individuals to act as its Project Manager and Representatives. The Supplier shall ensure that such Project Manager and Representatives comply with the provisions of this Schedule 11.

10.4.2 The relevant Company shall deal with the Supplier through the Supplier's Project Manager in all matters relating to the Master Agreement, and with the Supplier's Representatives in all matters relating to the relevant Statement of Work, unless the relevant Company receives prior written notice to the contrary. The Supplier represents and warrants that its Project Manager and Representatives have the authority to act for, and on behalf of, and bind the Supplier and its Subcontractors in all his dealings with the relevant Company and in respect of all aspects of or all matters relating to the Master Agreement and the relevant Statement of Work respectively.

10.4.3 The Supplier shall ensure that its Project Manager and Representatives each:

(i) devotes his full time and effort to the management of all aspects of the Master Agreement and the relevant Statement of Work (as the case may be), and provision of the Services and Deliverables to the relevant Company; and

(ii) has day-to-day authority for undertaking to ensure customer satisfaction.

10.4.4 **Appointment or replacement of the Supplier's Project Manager or Representatives:** The relevant Company's written consent to the individual nominated by the Supplier as the replacement, which consent may be withheld at such Company's absolute discretion, must be obtained by the Supplier or before the Supplier proceeds to appoint a replacement to any of the Supplier's Representatives or Project Manager. In addition, before seeking to appoint

a replacement for the Supplier's Project Manager or Representative, the Supplier shall follow the process set out below:

- (i) notify the relevant Company of at least three (3) proposed appointments (such Company may indicate its preferred nominee if it wishes to do so) and give reasons for making the replacement;
- (ii) introduce the individuals to the relevant Company and allow such Company to interview the individuals;
- (iii) provide the relevant Company with any other information about the individuals reasonably requested by such Company;
- (iv) have due regard to the proposed appointee preferred by the relevant Company; and
- (v) obtain the relevant Company's written consent to the individual nominated by the Supplier as the replacement, which consent may be withheld at such Company's absolute discretion.

**10.4.5** Without prejudice to any provision in the relevant Contract, the Supplier agrees that the relevant Company shall have the right at any time, without stating reasons and at no cost, to require the Supplier to replace the Supplier's Project Manager or any Representative within [seven (7)] days of the issuance by such Company of a notice requiring such replacement, if such Supplier Personnel does not carry out his duties and obligations to the complete satisfaction of such Company (as determined by such Company in the exercise of its absolute discretion).



**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:

**Supplier**

SIGNED by \_\_\_\_\_

for and on behalf of

**[insert]**

in the presence of:



\_\_\_\_\_  
Witness' signature

Name:

Address: