

## Purchase Order Terms and Conditions ("PO T&Cs")

### 1. Definitions and Interpretation

- 1.1 Defined terms, interpretations and references used in these PO T&Cs have the meanings referenced in **Schedule 1** unless otherwise defined.
- 1.2 In the event of a conflict or inconsistency in or between any provisions of the PO and these PO T&Cs, the provisions will be applied in the following order of precedence:
  - 1.2.1 the provisions in the PO;
  - 1.2.2 the commercial provisions in any other document referred to in the PO; then
  - 1.2.3 the provisions in these PO T&Cs.
- 1.3 No provision of the PO, including these PO T&Cs, will be construed adversely against a party solely on the ground that the party was responsible for the preparation of the PO or that provision.
- 1.4 Supplier shall not reject any PO issued by Company and must perform the supply and delivery of Deliverables and Services specified therein. Supplier will be deemed to have accepted the PO if Supplier (i) acknowledges so in writing; (ii) delivers any Deliverables or Services; or (iii) commences any work on any Deliverables or Services.
- 1.5 Supplier agrees that these PO T&Cs are not intended to create an exclusive relationship between Company and Supplier in respect of the supply of any Deliverables or Services.

### 2. Scope of PO

- 2.1 The PO, together with these PO T&Cs, govern the supply and delivery of Deliverables and the provision of Services by Supplier to Company and shall commence on Effective Date until such date as this PO is completed or terminated.
- 2.2 **Representative:** Each party shall designate a representative as the point of contact for the other party, who shall be responsible for managing the performance of their respective party's obligations.
- 2.3 **Certification:** Supplier warrants that it has all of the certifications set out in the PO and that it will maintain and provide evidence (upon request by Company) of such certifications during the term of the PO.

### 3. Delivery and Acceptance

- 3.1 Supplier acknowledges that it has examined the Specifications in the context of and with reference to Company's requirements and has sufficient information to enable it to supply and deliver Deliverables and provide Services to Company in accordance with the Specifications.
- 3.2 **Preparation of Delivery Location:** Supplier shall supply such information and assistance as may be necessary to enable Company to prepare the delivery location for the placement and storage of Deliverables and performance of Services, and agrees to render such assistance as may be required or requested by Company.
- 3.3 **Quality Control:** Supplier shall ensure that all Deliverables supplied shall be capable of continuous, trouble-free and efficient use or operation when used or operated in accordance with Supplier's instructions and/or Documentation and Company's requirements. Should Supplier become aware of any quality issues, design or manufacturing defect, or other issues relating to any Deliverables, then Supplier shall promptly notify Company. Supplier shall, at its sole cost and expense: (i) recall such Deliverables if so required by Company at its sole discretion; (ii) comply with any measures reasonably required by Company in respect of any product recalls (whether voluntary or otherwise) that affect or impact Deliverables; and (iii) source for and/or procure substitute or alternative Deliverables in accordance with **Clause 11.10.2**. Company may in its sole discretion terminate the PO in whole or in part upon written notice to Supplier. Without prejudice or limitation to any other rights and/or remedies it has against Supplier, Company has the right to

source for and/or purchase the same or similar deliverables from any alternative source pursuant to **Clause 11.10.2**. Supplier will be liable for all Losses that Company may suffer in relation therewith.

- 3.4 **Delivery:** Supplier shall deliver Deliverables in accordance with the applicable delivery plan. Company shall have no obligation to accept deliveries that are not made in accordance with the delivery plan. Unless Company otherwise directs, Supplier shall dispose of packing materials for Deliverables at its own cost and expense as soon as practicable following delivery of Deliverables.
- 3.5 **Labelling and Packaging:** Supplier, at its sole cost and expense, shall be responsible for packing, labelling and preparing delivery loads or release in accordance with the instructions furnished by Company and all applicable Legal Requirements, and ensuring that Deliverables are (i) supplied together with full information on drug composition, method and frequency of consumption, recommended dosages, dosage limits, precautions and side effects and any other information on the packaging or package inserts as required by all applicable Legal Requirements and in compliance with all relevant industry standards, best practices and all other directives, guides, guidelines, recommendations and requirements applicable to such Deliverables as may from time to time be applicable, and as may otherwise be necessary for the safe and efficient consumption or use of Deliverables; (ii) delivered to the delivery location properly packed and secured so as to allow for efficient and convenient transportation of Deliverables without any detriment to the condition of the same and to ensure safe arrival in good condition; and (iii) in boxes and/or packages that are separately and sufficiently identified and labelled. Supplier shall not remove, obscure or destroy any trade marks, logos, indicia of origin, copyright or other proprietary legends or markings of Company placed upon any Company Materials provided for such labelling and/or packaging purposes.
- 3.6 **Suitability for Use:** Where Deliverables (or any part thereof) are intended or designed for human consumption, ingestion, injection, surgical use or for any other use involving contact with or insertion into and (where relevant) retention in the human body, such Deliverables (or any part thereof) must be delivered in good, durable, safe, sterile and clean condition and otherwise suitable and safe for contact with or insertion into and (where relevant) retention in the human body without rupture, leakage, breakage or corrosion, and Supplier shall ensure that the packaging of Deliverables upon delivery is properly labelled and sufficient to keep Deliverables clean and sterile for a period of no less than the relevant Shelf Life Period and the Warranty Period (where applicable) and properly labelled. Where instructions and training for safe handling and storage of Deliverables are required and/or necessary, they must be provided.
- 3.7 **Coding data:** Supplier shall ensure that all coding data and/or any other relevant data in respect of Deliverables manufactured, including any date and date-related coding data which indicates the expiry date and/or shelf-life of Deliverables, are (a) accurate; (b) correctly assigned, affixed and/or labelled on the containers or packaging used in respect of Deliverables; and (c) if applicable, will specify the century to eliminate date ambiguity.
- 3.8 **Repackaging:** Company may, by itself or through any third party, repackage Deliverables. This repackaging will not entitle Supplier to derogate from, or relieve Supplier in any way of, its obligations under the PO and applicable Legal Requirements, on condition that the repackaging does not compromise the sterile conditions of Deliverables.
- 3.9 **Shelf Life / Warranty Period:** Supplier shall, without prejudice or limitation to any rights and/or remedies of Company, provide such Deliverables with the minimum Shelf Life Period and/or minimum Warranty Period required. During the Shelf Life Period or Warranty Period, if any Deliverable does not have the requisite Shelf Life

- Period or Warranty Period respectively, upon notice by Company for replacement of such Deliverable, Supplier shall within two (2) days, replace the same free of charge. For avoidance of doubt, the provisions of **Clause 3** shall apply mutatis mutandis to any replacement of such Deliverables including the delivery thereof.
- 3.10 **Storage of Deliverables:** Company may store any Deliverables at any of Company Premises. If a particular mode or means of containment is required for the storage of any of Deliverables, Supplier shall at its own cost and expense provide Company with such instructions and training as may be necessary for such Deliverables to be properly stored at Company Premises in full compliance with all Legal Requirements, safety requirements, and all relevant industry standards, as may from time to time be applicable thereto, and to ensure that such Deliverables continue to meet the requirements of the PO. In the event of a change in Legal Requirements, safety requirements or industry standards, Supplier undertakes to inform Company of such changes, and to provide any particular mode or means of containment and such instructions and training as may be necessary for such Deliverables to be properly stored at Company Premises in full compliance with the changed Legal Requirements, safety requirements and industry standards, without additional fees. Supplier accepts that Company relies on Supplier to ensure full compliance with all applicable Legal Requirements, safety requirements and industry standards in relation to the storage of Deliverables at Company Premises, for the provision of the means of containment, instructions and training by Supplier pursuant to this **Clause 3.10**, and the making of any request or the provision of any means of containment, instruction and training in relation to the same by Company by itself or through any third party shall not in any way prejudice or affect the reliance placed by Company on Supplier, or the responsibility of Supplier to meet its obligations under this **Clause 3.10**.
- 3.11 **Disposal of Deliverables:** Supplier undertakes, at its own cost and expense, to: (a) uninstall, remove and/or decommission from Company Premises the Disposed Deliverables, at such dates and times and in such manner as Company may from time to time require; (b) dispose of the Disposed Deliverables, by such mode and means of containment, transportation and disposal as may be prudent or necessary; and (c) if a particular mode or means of containment is required for temporary storage, prior to uninstallation, removal, disposal and /or decommissioning of any Disposed Deliverables, provide Company with the means to so contain the Disposed Deliverables, and such instructions and training as may be necessary for the Disposed Deliverables to be properly stored. Supplier accepts that Company relies on Supplier to ensure full compliance with any applicable Legal Requirements, safety requirements and industry standards in relation to the uninstallation, removal, disposal, decommissioning and/or temporary storage of the Disposed Deliverables pursuant to this **Clause 3.11**, and the making of any request or the provision of any instruction by Company in relation to the same shall not in any way prejudice or affect the reliance placed by Company on Supplier, or the responsibility of Supplier to meet its obligations under this **Clause 3.11**.
- 3.12 **Ancillary Items:** Deliverables shall, where relevant, be supplied by Supplier together with all Ancillary Items, and all such Ancillary Items shall be deemed part of such Deliverables for the purposes of the PO, and the provisions set out in this **Clause 3** (including all warranties and provisions relating to the delivery and passing of title and risk(s) under the PO) shall accordingly be applicable thereto. The cost of providing all such Ancillary Items shall be deemed to be included in the Charges.
- 3.13 **Risk:** Risk of loss or damage to Deliverables or any part thereof shall remain solely with Supplier and shall only pass to Company upon the issuance of the Final Acceptance Notice.
- 3.14 **Title:** Title in Deliverables or any part thereof shall remain with Supplier and shall be deemed to pass to Company upon the issuance of the Final Acceptance Notice. Supplier hereby assigns to Company all rights and benefits offered by the manufacturers or suppliers of Deliverables, and Services (including warranties, rebates, discounts, training and technical support offered by such manufacturers and suppliers).
- 3.15 Supplier shall at its own cost and expense be responsible for, reinstate and make good any damage to Company's Premises (including Delivery Locations), any property of Company (including real property and Company Systems) and any part of the building or location, caused by any of Supplier Personnel and/or Subcontractor in the course of delivering, installing, assembling, configuring, integrating, implementing, commissioning, testing, uninstalling, collecting, de-commissioning, removal, disposal and/or temporary storage of Deliverables or Disposed Deliverables, or performing Services and shall leave the same in as good a state of repair as it was in prior to such delivery, installation, assembly, configuration, integration, testing, implementation, commissioning, uninstallation, collection, de-commissioning, removal, disposal, temporary storage and/or performance.
- 3.16 **Delay and default:** Supplier undertakes to promptly notify Company of circumstances which result or may potentially result in delay in the delivery of Deliverables and/or Services. Failure by Supplier in delivering any Deliverable and/or Services in accordance with the Delivery Plan to Company shall entitle Company to claim from Supplier Liquidated Damages in respect of each of such failure, without prejudice or limitation to any other liability or obligation of Supplier under the PO. Supplier and Company accept and agree that the aforesaid is a genuine pre-estimate of the loss that would be suffered by Company resulting from or in connection with Supplier's late delivery, taking into account all relevant considerations, including the disruptions caused to Company's operations and the possible costs in sourcing for substitute sources before the late delivery was effected. Such Liquidated Damages shall be paid to Company no later than thirty (30) days from the date of issuance of Company's written notification to Supplier informing Supplier of the amount of Liquidated Damages payable. Company shall be entitled to deduct a sum equivalent to the Liquidated Damages payable and/or any payment due to Company under this **Clause 3.16** 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 Company. Company shall be entitled to charge a Late Payment Interest on any delayed payment by Supplier from the due date to the date of actual payment.
- 3.17 **Quantity termination and changes:** Company may by written notice to Supplier terminate the PO in part in accordance with **Clause 6.1**, in relation to Company's purchase of any quantity of Deliverables and/or Services, (i) if Supplier fails to complete delivery or to deliver any part thereof when required, or (ii) if Supplier is in breach of any term or condition of the PO immediately prior to the delivery thereof. In the event of such termination, Company may procure substitute deliverables or services and Supplier will be liable to Company for any excess costs incurred by Company in accordance with **Clause 11.10.2**. Prior to the delivery of any of Deliverables and/or performance of any Services, Company may request changes with respect to Deliverables and/or Services to be provided, including, changes in method of shipping or packing, labelling, time or place of delivery and/or increases in delivered quantity. Supplier will promptly notify Company of any resulting increase or decrease in cost (which shall be based on the charges set out in the PO) and the parties will agree on any price adjustment before implementing any change.

- 3.18 **Documentation:** Supplier shall at no additional charge prepare, procure and supply the required number of copies of Documentation to Company. Supplier shall furnish the Documentation. Supplier warrants that Company shall be able to reproduce, at no additional cost whatsoever, the whole or any part of the Documentation provided by Supplier for the full and efficient installation, use, operation and/or benefit of Deliverables, Services and other internal use of Company. Supplier shall from time to time in any event as soon as practicable provide 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 Deliverables and/or Services. Supplier's failure to supply the Documentation in accordance with the requirements of this **Clause 3.18** and/or those requirements set out in the relevant Specifications shall be construed as an incomplete delivery of Deliverables and/or Services.
- 3.19 **Customs and Trade:** Supplier shall be deemed to be the importer of Deliverables into Singapore and shall be responsible for, at its sole cost and expense, obtaining any required export licence and/or complying with any Legal Requirements in connection with the export of Deliverables, the transit of Deliverables through any country, the importation of Deliverables into Singapore and the delivery to Company. For the purposes of this **Clause 3.19**, in the event of a change in any Legal Requirements referred to herein during the course of the supply of Deliverables under the PO, Supplier undertakes to take all necessary actions for complying with the same, at its own cost and expense.
- 3.20 **Compliance with policies and procedures:** Where Supplier's obligations under the PO (including sale, supply and delivery of all Deliverables and the provision of Services) are required to be performed or provided at any premises (including Company Premises) and/or requires connection to, integration or networking with Company Systems, Supplier shall comply and shall ensure that all Supplier Personnel and Subcontractors (if any) comply fully, at its own cost and expense, with (a) Company's policies and procedures governing access to and use of Company Premises and Company Systems, including any occupational health and safety standards (prevailing from time to time), security and cybersecurity policies, delivery requirements that are applicable to the supply of Deliverables and the provision of Services, and any other requirements and guidelines in connection with such access to and use of Company Premises and Company Systems that may be issued by Company from time to time; (b) where Supplier Personnel are required to access Company Premises, vaccination requirements, including ensuring and/or procuring that such Supplier Personnel are vaccinated against measles, diphtheria and such other diseases as may be specified under the relevant applicable law and/or by Company from time to time in accordance with Company's then prevailing policies. Supplier shall produce evidence on demand, to the satisfaction of Company, of such vaccinations and shall also make such evidence available to the relevant authorities on request; (c) all applicable workplace safety laws, regulations and codes with respect to such Deliverables or Services that it may supply from time to time to Company; and (d) such conditions, regulations, policies, procedures or directions as may be notified to Supplier by Company in writing from time to time.
- 3.21 **Reliance:** Supplier warrants and represents that it has completed all due diligence necessary to assess the Specifications required to be provided under the PO and to confirm its charges and fees as set out in the PO. Supplier accepts that Company relies fully on, inter alia, the expertise and experience of Supplier in meeting the requirements of the Specifications and the skill and judgement of Supplier in relation to the design, description, manufacturing, supply, delivery, quality, reliability, function, safety, suitability and performance of Deliverables and Services to be provided, as well as all representations and warranties, written or oral, including those contained in the PO, given by Supplier and/or Supplier Personnel to Company. The inspection of Deliverables by Company or any representative thereof shall not in any way prejudice or affect the reliance placed by Company on Supplier as provided in this **Clause 3.21**. None of the (i) supply of samples of Deliverables to Company, (ii) exhibition or demonstration of Deliverables or Services by Supplier to Company, or (iii) inspection or testing of Deliverables by Company or any representative thereof, shall in any way prejudice or affect the reliance placed on Supplier as provided in this **Clause 3.21**, the requirements of **Clauses 3.3 to Clause 3.15**, or entitle Supplier to derogate from, or relieve Supplier in any way of, its obligations to ensure that Deliverables supplied and Services provided comply with all requirements, warranties and conditions set out in the PO (including the Specifications). Supplier acknowledges that Deliverables and Services are for the benefit and use of Company. Without prejudice to the generality of the above, Supplier acknowledges that it shall remain solely responsible for the adequacy of the design, description, manufacturing, supply, delivery, quality, reliability, function, safety, suitability and performance of Deliverables and Services, and their compliance with Legal Requirements. In the event of any inadequacy in the design, description, manufacturing, supply, delivery, quality, reliability, function, safety, suitability and performance of Deliverables or Services, Supplier shall, whenever it occurs, rectify immediately such inadequacy at Supplier's own expense and costs.
- 3.22 **Cooperation, Support, Integration and Access:** Supplier shall cooperate, provide assistance and coordinate with Company and any of its respective agents, contractors, outsourcers or other third party providers at the request of Company, including by providing access to: (a) Supplier's premises relevant to Deliverables and/or Services; (b) the equipment being provided, managed, used or operated by Supplier in the provision of Deliverables and Services, as may be necessary for Company and any of its respective agents, contractors, outsourcers or other third party providers to perform their work; and (c) copies of data, as may be necessary, in Supplier's and/or Subcontractor's custody, possession or control, relating to any of the above, in such format as required by Company.
- 3.23 **Company Inspections and Tests:** All Deliverables and Services required to be provided by Supplier to Company under the PO shall be subject to Company's acceptance in accordance with Company's prescribed procedures. Company shall be entitled to carry out Company Inspections, as determined in its sole discretion, to decide if each of Deliverables and Services conform to the Specifications and is of satisfactory quality to Company. Company may also inspect components, products, services and all materials, equipment and facilities utilised by Supplier in manufacturing (where applicable), supplying and delivering Deliverables and in providing Services required under the PO. Company's failure to inspect, carry out Company Inspections or reject Deliverables or Services shall neither relieve Supplier from responsibility for such Deliverables or Services if they are not in compliance with the PO, nor relieve Supplier from any responsibility regarding defects or other failures to comply with the PO which may be discovered subsequently.
- 3.24 **Replacing defective, rejected or non-conforming Deliverables and Services**
- 3.24.1 Without prejudice to the generality of **Clause 3.23**, in the event that Supplier fails to deliver any Deliverables in and/or Services in accordance with the PO (whether due to Deliverables or Services being rejected or the PO is terminated for cause by Company or otherwise), if at any time Company determines or Supplier shall discover (and

immediately give written notice of such discovery to Company) that Deliverables supplied, stored or maintained at Company Premises, or any portion thereof, are defective, damaged, not of satisfactory quality, not fit for purpose, inferior to approved samples, not in compliance with any Specifications, Legal Requirements, safety requirements or relevant industry standards, are Withdrawn Products, or any Deliverables and/or Services otherwise fails to conform or comply with any term or condition of the PO, Supplier shall within two (2) business days after notice of such non-conformity or non-compliance given by Company or discovery of such non-conformity or non-compliance by Supplier, unconditionally and at Supplier's own cost and expense, collect the said Deliverables from Company Premises and (i) replace such Deliverables and re-perform all such Services necessary to correct any such non-conformity; or (ii) refund or pay to Company the fees paid for such Deliverables and Services and any related costs incurred by Company within the stipulated time and in the manner stated in such notice, as Company may elect in writing. Collection of such Deliverables from Company by Supplier shall constitute Supplier's acceptance of such rejected Deliverables, and good discharge of all obligations of Company relating thereto, and Supplier shall have no claim whatsoever against Company.

3.24.2 In the event that Supplier fails to collect the non-conforming or non-compliant Deliverables in accordance with **Clause 3.24.1**, Company may dispose of such Deliverables as it sees fit. If Company disposed of such Deliverables by selling such Deliverables, Company shall account to Supplier for the net proceeds of such sale after deducting all costs and/or expenses incurred in connection with the sale, subject to the right of Company to set-off any amounts owing by Supplier to Company.

3.24.3 Company shall have the right to refuse acceptance of or to reject the delivery of Deliverables and performance of Services, return any Deliverables and/or terminate the PO, whether in whole or in part, at Supplier's sole cost, risk and expense, where (i) only a portion of Deliverables delivered or Services performed by Supplier complies with the requirements of the PO, and Company shall be entitled, at its discretion, to accept delivery in respect of such portion, and to reject the remainder, which shall not be deemed to have been delivered; (ii) any Deliverables delivered or Services performed is in excess of the quantities required under the PO; and/or (iii) any delivery or shipment of Deliverables or performance of Services does not meet the Delivery Plan.

3.24.4 The provisions set out in this **Clause 3**, including Delivery Plan, warranties and provisions relating to delivery and passing of title and risk(s), shall apply to any such re-performance of Services and replacements of Deliverables and their delivery. Notwithstanding anything set out in this **Clause 3.24**, Company may, in its sole discretion, obtain the services and/or deliverables from alternative sources in accordance with **Clause 11.10.2**.

3.25 **Service Rectification:** Without in any way limiting any other obligation of Supplier set out in the PO, if Supplier's performance of Services is not in compliance with the terms and conditions of the PO, Supplier shall promptly rectify the non-compliance and subsequently perform such Services in accordance with the terms and conditions of the PO at no extra charge. In any event, Supplier shall identify countermeasures in writing to Company within three (3) days of any failure to meet any Service Levels for

the provision of the relevant Services and shall implement countermeasures which have been approved by Company as soon as possible and at Supplier's own costs and expenses.

3.26 For the avoidance of doubt, the obligations of Supplier with respect to the Warranty Period, shall survive the termination of the PO until the expiry or completion of such Warranty Period.

3.27 **Final Acceptance:** In respect of the PO, upon: (i) the receipt by Company, at the Delivery Location, of all Deliverables required to be provided by Supplier to Company under the PO; and (ii) the successful completion of Company Inspections for all Deliverables, Company shall issue a Final Acceptance Notice.

#### 4. Charges

4.1 In consideration of Supplier's obligations set out in the PO, Company undertakes to pay to Supplier the Charges in accordance with the terms of payment set out in the PO or otherwise set out in these PO T&Cs. No charges for deliverables or services identified in any other PO will be allowed, except those charges or fees that are expressly set forth in the PO. Save as otherwise expressly agreed by Company and Supplier in writing, the Charges (or any part thereof) shall not be adjusted, revised, changed or altered under any circumstances. For the avoidance of doubt, no increase in the Charges may be made (whether on account of increase in material, labour or transport costs, fluctuation in rates of exchange or otherwise) unless otherwise agreed by Company in writing.

4.2 **Charges are inclusive:** The Charges shall be deemed to include all costs and expenses of whatever nature relating to Deliverables and Services under the PO and Supplier's performance of its obligations thereunder and any and all Applicable Taxes, which shall all be borne solely by Supplier.

4.3 **Other Costs:** Other Costs incurred under the PO shall be payable only where the same has been pre-approved by Company in writing. Supplier shall compute the total of such pre-approved Other Costs actually incurred and submit such total to Company together with supporting documents (such as receipts) and information (including any information as may be required by Company). Company shall not be obliged to pay Other Costs unless Company is satisfied with the supporting documents and information. For the avoidance of doubt, Supplier may not charge Company for any other incidental expenses or disbursements incurred by Supplier other than Other Costs which have been pre-approved in accordance with this **Clause 4.3**.

4.4 **Invoices:** Supplier shall submit a detailed invoice for the PO within seven (7) days from the date of the Final Acceptance Notice. If required by Company, Supplier shall without any additional charge, separate any invoice into two (2) or more invoices and re-submit the same for payment with the relevant breakdown and supporting documents in respect of such invoices, as Company may require. In the absence of any queries or dispute, Company shall make payment of the sum properly invoiced within sixty (60) days after the date Company (i) receives Supplier's invoice, together with any breakdown and supporting documents in the form and manner required by Company, or (ii) issues written approval of the supporting documentation submitted by Supplier (where relevant), whichever is later. Supplier shall submit without undue delay such invoices, delivery notes, all documents required under the PO, including the insurance policies, drawings, and any other documents required by Company from time to time for the purposes of making payment. Supplier further undertakes that all information and documents shall be in the form and content and provided in compliance with the PO or, in the absence of clear or express provisions therein, in accordance with the instructions of Company. Notwithstanding any provisions in the PO to the contrary,

- Supplier acknowledges and agrees that its full compliance with the PO and due submission of invoices, information and documents shall be a pre-condition to its receipt of payment from Company, whether or not such payment is for Deliverables delivered or Services provided.
- 4.5 **Right to Withhold:** If Supplier does not promptly comply with the requirements of this **Clause 4** to Company's satisfaction or if, in the opinion of Company, Supplier is in breach of any of the provisions of the PO, Company may, at its sole discretion, withhold payment of such invoices or any part thereof as may be due or becomes payable to Supplier without prejudice or limitation to any right and/or remedy that may have accrued to Company. If Company considers that Supplier has failed to perform any of its obligations under the PO, Company may wholly or in part withhold further payments provided that Company shall first give due notice of its intention and allow seven (7) days for Supplier to remedy any such failure to perform its obligations. The withholding of any payment shall in no way reduce the liability of Supplier to carry out its obligations under the PO. Supplier shall not be entitled to suspend, interrupt or terminate the sale, supply and delivery of Deliverables or the provision of Services or part thereof by reason of any delay(s), failure(s) by Company to pay the Charges or other fees, charges, expenses, costs or other consideration.
- 4.6 **Mode of payment:** Payments made by Company to Supplier may be effected by way of GIRO (or any other electronic means), cheque, banker's draft, cashier's order or such other means as Company may notify Supplier of in writing.
- 4.7 Supplier agrees that other than the Charges, no further sums, fees, payments, royalties, compensation or other charges (including Applicable Taxes) shall be payable by Company to Supplier.
- 4.8 **Taxes:** The Charges shall include any and all Applicable Taxes which exist at the date of the PO and will constitute all the consideration payable by Company for Deliverables and Services and all other rights, benefits, privileges and entitlements granted to Company under the PO as well as Supplier's obligations and promises thereunder. Such Applicable Taxes will be the sole responsibility of Supplier, and Supplier will either: (i) pay such Applicable Taxes directly, if such Applicable Taxes are levied or assessed against Supplier; or (ii) pay to or reimburse Company for such Applicable Taxes, if such Applicable Taxes are levied or assessed against Company. Supplier is responsible for all income tax payable or deductible, for work undertaken by Supplier or Supplier Personnel. In the event it is subsequently established that the GST or any part thereof is not chargeable and Company has paid such GST to Supplier, Supplier shall reimburse such GST to Company, whether or not Supplier has paid such GST to the Comptroller of Goods and Services Tax.
- 4.9 **Withholding taxes:** In the event that any amounts payable by Company to Supplier hereunder, including Charges, are subject to any withholding taxes or other Applicable Taxes imposed by the laws of any country, Supplier shall bear such taxes and Company shall deduct such taxes from payments due to Supplier and forward the balance to Supplier without any obligation to gross up such payment or pay Supplier any amount so withheld.
- 4.10 **Rights of set-off:** Company shall be entitled to set-off against and reduce, by notice to Supplier, any payment due or payable to Supplier under the PO by any amounts Supplier is obliged to reimburse, pay or credit Company under the PO.
- 4.11 **Late Payment Interest:** Company shall be entitled to charge Late Payment Interest on any delayed payment by Supplier from the due date to the date of actual payment.
5. **Warranties**
- 5.1 Supplier warrants and represents that it shall not act in any way which may harm the goodwill, name or reputation of Company.
- 5.2 Supplier undertakes, warrants and represents that it has or will have good title to, and has or will have the right and authority to, offer to sell, sell, supply and/or deliver Deliverables and Services (including, where applicable, any replacements, substitutes and alternatives as may be required and supplied) to Company in accordance with the terms of the PO.
- 5.3 **Authority:** Each party hereby warrants that it has the full power and authority to enter into the PO, and that the PO has been, and will be, duly executed and delivered by its authorised signatory.
- 5.4 Each party hereby warrants that the PO 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 the PO.
- 5.5 **Prices:** Supplier warrants that it is selling at the lowest prices and upon the most favourable terms (including volume, quality and/or payment terms) that it offers any buyer for goods and services of the same or similar quality to that provided for in the PO. If Supplier is not in compliance with this **Clause 5.5**, Supplier agrees that (i) Company shall be entitled to pay such lower charge (in lieu of Charges) at which Supplier supplies to any other party equivalent products, equipment and services to Deliverables and Services; and/or (ii) it shall promptly reimburse or issue a credit note to Company to make good the difference in sums paid by Company compared to the lower charge at which Supplier supplied the equivalent products, equipment and services to Deliverables and Services.
- 5.6 Supplier's warranties set out in the PO shall be in addition to and shall not derogate from nor be prejudiced by any warranty or any part thereof which Company may have the benefit of under any other agreement with any other party or otherwise.
- 5.7 Any rights or remedies of Company set forth in the PO are not exclusive, and Company also each have all rights and remedies available under applicable law.
- 5.8 Supplier acknowledges that Company relies upon the warranties and representations of Supplier set out in the PO.
- 5.9 **Warranties relating to Deliverables**
- 5.9.1 Supplier warrants that each of Deliverables (including, where applicable, any replacements, substitutes and alternatives for Deliverables as may be required and supplied to Company) under the PO shall:
- (i) be of satisfactory and merchantable quality and fit for the purpose(s) for which Deliverables are intended to be used and/or bought for (whether or not that is a purpose for which such Deliverables are commonly supplied), as made known to Supplier and/or as held out by Supplier, whether expressly or impliedly;
  - (ii) be free from material design errors, programming errors and Viruses;
  - (iii) be free from claims by third parties or from any attachments, charges, liens, pledges, security interests or other encumbrances;
  - (iv) be free from all defects, patent or latent, including defects in material, design and workmanship;

- (v) be original, new and genuine, either from Supplier or the manufacturer, and contain no second-hand, reconditioned or used parts;
- (vi) not be Withdrawn Products;
- (vii) to the extent to which Deliverables store, process or otherwise manipulate date or date-related data, where relevant: (a) distinguish properly (including when comparing or sequencing) between dates; (b) calculate correctly the number of days between two dates; (c) distinguish properly between leap years and non-leap years; and (d) correctly process, provide and receive date data and properly exchange accurate date data for all dates; and
- (viii) to the extent to which Deliverables store, process or otherwise manipulate monetary amounts or currency-related data, convert monetary amounts denominated in different currencies to the base operating currency all in accordance with conversion, rounding and other express requirements of Company.

5.9.2 **Implantations:** Without prejudice or limitation to the terms set out in the PO, where any Deliverable is intended for implantation into the human body and has been so implanted, in the event such Deliverable shall be required to be replaced due to a defect in or malfunction of such Deliverable, Supplier shall bear all costs associated with such replacement, including but not limited to the cost of the replacement Deliverable, removing the defective Deliverable, implanting the replacement Deliverable and ascertaining whether the Deliverable needs to be replaced.

5.10 **Service Warranties:** Supplier undertakes, represents and warrants that: (i) it has the requisite manpower or personnel, equipment, materials, skill and expertise, for the satisfactory provision of all services required to be performed or provided under the PO; (ii) all services shall be provided with the highest of reasonable skill, care, prudence and foresight, but no less than 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; and (iii) all services shall be performed in a proper, professional and timely manner, consistent with best industry and professional standards and practices normally practised by persons performing similar services.

5.11 **General warranties by Supplier**

5.11.1 Supplier undertakes, represents and warrants that:

- (i) Deliverables and Services supplied under the PO will conform to the Specifications;
- (ii) the execution, delivery and performance by Supplier of the PO comply and meet Company's prevailing security and data protection standards;
- (iii) no conflict of interests exists or is likely to arise in Supplier's performance of its obligations under the PO, and it shall not during the term of the PO, engage in any activity likely to compromise its ability to perform its obligations under the PO fairly and independently;
- (iv) Deliverables and Services are duly approved or registered with the HSA or relevant authority for supply and use in Singapore;
- (v) Deliverables and Services comply with any specific warranties set out in the PO;
- (vi) where Company designates any information, materials and/or data of Company or a third party for inclusion into any Deliverables, 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 Company in writing;

(vii) the Documentation will provide adequate instructions to enable Company to make full and proper use of Deliverables without reference to any other person or document; and

(viii) Deliverables, Services and Documentation, and/or the supply, use, access, receipt or provision thereof, will not infringe any Intellectual Property Rights or other right of any third party.

5.11.2 Supplier undertakes, represents and warrants that it shall, and shall ensure that Supplier Personnel and Subcontractors, comply with all instructions, rules, policies, regulations and directives of Company (including Company's safety, security and cybersecurity, operational and procedural regulations, policies relating to access and/or use of Company Premises and Company Systems) as may be issued by Company from time to time, in the course of performing its obligations under the PO and all applicable requirements and guidelines in connection with such access to Company Premises as may be issued by Company from time to time (including the additional requirements and guidelines as set out in **Schedule 5**).

5.11.3 Supplier undertakes, represents and warrants that:

- (i) no proceedings or other steps have been taken for the winding up of Supplier or for its dissolution or for the appointment of a receiver, liquidator, manager, administrator or similar officer in relation to any of Supplier's assets or revenue;
- (ii) it has the requisite permits, licences and regulatory approvals and certifications (and the renewals of the same) as required under Legal Requirements to sell, manufacture (where applicable), supply and deliver Deliverables and for the provision of Services;
- (iii) it has the certifications specified in the PO and will maintain its certification during the term of the PO. Supplier shall provide evidence of such certification or re-certification or renewal thereof to Company during the term of the PO;
- (iv) it has authority to grant the rights and licences granted under the PO; and
- (v) 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 Company, based on or in connection with the provision of Services or in connection with any information obtained through use of, or via access to, Deliverables.

5.11.4 Where the performance of any of Supplier's obligations under the PO requires access to or use of any Company Systems by Supplier, Supplier undertakes, represents and warrants that it shall:

- (i) only access or use such Company Systems strictly for the performance of its obligations under the PO;
- (ii) not tamper with (by hacking, logical or remote access or otherwise) Company Systems and any Company Data contained therein;

- (iii) not allow or permit any third party (including any Subcontractor) to use, access, interfere or tamper with Company Systems and any Company Data contained therein;
  - (iv) not move, modify, relocate or in any way interfere with Company Systems except where necessary to avoid or prevent any damage to or loss of Company Systems;
  - (v) ensure that it does not by any act or omission adversely affect or alter the cost of running, operation, functionality or technical environment of Company Systems; and
  - (vi) notify Company if it becomes aware of any deficiencies or errors in any Company Systems, and where applicable, re-configure the relevant Deliverables and/or Services as may be necessary or required by Company.
- 5.11.5 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 Company from time to time, regarding the use of or access to any Company Systems.
- 5.11.6 If Company Systems or any part thereof is damaged and/or rendered unusable or its performance or functionality is adversely affected as a result of use of, access, or integration, networking or connection of Deliverables by Supplier, without prejudice or limitation to any other rights and/or remedies of Company, Supplier shall be liable to compensate Company for any Losses it suffered and/or incurred including loss of use, costs of repair and/or replacement of Company Systems or any part thereof in connection thereto.
- 5.11.7 Supplier warrants that all software, tools, materials, systems, equipment 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 Supplier in the provision of Deliverables and Services, or delivered to Company, under the PO, are free of Viruses and shall be compatible and work in combination with Company Systems (where applicable) and will not adversely affect the performance, integrity or functionality of Company Systems.
- 5.11.8 Supplier shall conduct a complete and thorough scan for Viruses using the latest version of any current anti-virus software program approved by Company on all parts of any or all software, tools, materials, systems, equipment or other deliverables used or employed by Supplier in the provision of Deliverables and Services, or delivered to Company.
- 5.11.9 Supplier shall ensure that it installs and maintains in the systems and equipment used by Supplier to provide Deliverables and Services, the most up-to-date and comprehensive version of Virus shielding, detection, inoculation and repair software and its signature files.
- 5.11.10 **Facilities:** Where the provision of services involves access to facilities which houses any Company Systems, Supplier shall: (i) ensure that such facilities are not physically accessible by any unauthorised third parties by trespass, forced entry or otherwise; and (ii) maintain such facilities in a safe condition at all times including, but not limited to, not storing any combustible or flammable materials or liquids at or near such facilities and shall at all times ensure the continuous physical safety and integrity of (i) Company Systems and

Company Data; and (ii) any other item of property or equipment which Company brings onto such facilities.

## 6. Termination

6.1 **Termination for Cause:** Without prejudice or limitation to any other rights and/or remedies Company may have under the PO or at law, Company may terminate the PO, in whole or in part, immediately by notice in writing if :

- 6.1.1 Supplier (i) has any attachment, distress or execution levied on or against all or any part of its property and such is not satisfied within thirty (30) days from the last date of such levy; (ii) ceases or threatens to cease to carry on its business; (iii) is determined or adjudicated to be insolvent or bankrupt by a court or competent authority; (iv) has any corporate action, legal proceedings or other procedure, or step is taken in relation to (a) Supplier's business, debts, affairs or any part thereof under any applicable laws relating to bankruptcy or insolvency; (b) all or any part of Supplier's assets or undertakings; or (c) the institution of any proceeding for the liquidation, winding up, striking off or dissolution of Supplier's business; (v) is subject to a change of control where Supplier enters into any merger or consolidation, reorganization or conveys, leases, sells, transfers or otherwise disposes of all or any substantial part of its business or property; or (vi) is the subject of any event or circumstance in any relevant jurisdiction which is similar to the matters set out in (i) to(v) above;
- 6.1.2 Supplier, Subcontractor and/or any Supplier Personnel commits a breach of any term or condition of the PO and such breach is not capable of being remedied, or in the case of a breach capable of being remedied, Supplier fails, within fourteen (14) days after the receipt of a request in writing from Company to remedy such breach;
- 6.1.3 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 Company in its reasonable opinion to be in an adverse financial situation or is otherwise unable to fulfil its obligations under the PO;
- 6.1.4 Supplier, Subcontractor 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;
- 6.1.5 Supplier's ability to carry out its obligations under the PO is prevented or substantially interfered with by any Legal Requirements; or
- 6.1.6 Supplier is refused or has revoked any official or regulatory licence, authorisation or permission necessary for the performance of its obligations thereunder.

Supplier shall have no claims whatsoever against Company in respect of such termination.

6.2 **Termination without cause:** Without prejudice or limitation to any other rights and/or remedies Company may have under the PO or at law, Company may terminate the PO (save where the Final Acceptance Notice has been issued): (i) in whole, without cause, at any time; or (ii) in part, without cause, at any time, in relation to the relevant Deliverables or Services, by giving at least thirty (30) days written notice to Supplier and Company shall not be liable for any Losses suffered or incurred by Supplier arising from any such termination, or to compensate Supplier for any period of the term of the PO.

6.3 **Termination in whole:** In the event of the expiry or termination of the PO in whole by Company (howsoever

occasioned); (i) Company and Supplier shall be absolutely released and discharged from all obligations relating to or arising from the PO; and (ii) such expiry or termination shall be without prejudice to any other PO currently in force.

6.4 **Termination in part:** Termination of the PO in part (howsoever occasioned) means the termination by Company of the PO by the removal of a part of Deliverables and/or Services from its scope, and upon the effective date of such termination, Supplier's and Company's obligations under the PO relating to such Deliverables and Services shall be removed from the scope of the PO. If Company exercises such right to terminate a PO in part, Company shall not be obligated to pay Charges for the terminated Deliverables and/or Services.

## 7. Effects of Expiry or Termination

7.1 Any expiry or termination of the PO (howsoever occasioned) shall not affect any accrued rights or liabilities of either party to the PO, 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.

7.2 In the event of termination of the PO under **Clause 6**, without prejudice or limitation to any other rights and/or remedies which shall have accrued or shall thereafter accrue to Company as a result of such termination, the following shall apply: (i) Company shall be entitled to recover from Supplier any Losses which Company may sustain or incur in consequence of such termination; and (ii) the purchase of any Deliverables and Services pursuant to the PO, which has not been delivered, performed and accepted in accordance with the PO, shall be deemed cancelled, and Supplier shall have no claim whatsoever against Company in respect of these undelivered Deliverables and unperformed Services as a result of such cancellation. For the avoidance of doubt, the price of such Deliverables and Services shall not be payable nor deemed to be payable by Company to Supplier.

7.3 Upon the expiry or termination of the PO (howsoever occasioned), without prejudice or limitation to any other rights and/or remedies which shall have accrued or shall thereafter accrue to Company as a result of such termination, Supplier shall (i) comply with Company's instructions on handover procedures (including completion of any uncompleted matters) and render all such assistance and cooperation to Company so as to minimize disruption and inconvenience to Company's business and operation; (ii) immediately refund to Company, on a pro-rata basis, all fees or payments made in advance or previously paid to Supplier for products and/or services which has not yet been delivered or carried out, and accepted by Company in writing, under the PO; and (iii) within fourteen (14) days, at Supplier's own cost and expense, return to Company: (i) all of Company's Company Materials and shall certify to Company that no copies thereof have been retained; and (ii) all documents and materials (and any copies thereof) 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 Company that it has complied with the requirements of **Clause 16**.

7.4 Company shall be entitled to engage any other third party or parties to continue with the supply and delivery of Deliverables and/or provision of Services under the PO. Supplier shall take all such steps as may be necessary to prepare and agree with Company on a detailed plan for the orderly handover of such Deliverables and/or Services to Company or such other third party or parties as may be engaged by Company, with minimum interruption and inconvenience to Company and Supplier shall, at its own expense and costs, for six (6) months, from such expiry or termination (i) if required by Company, cooperate with such other third party or parties as may have been engaged by

Company to provide such Deliverables and/or Services; (ii) implement and complete the handover in accordance with the said plan by the deadline specified therein, and with minimum interruption and inconvenience to Company; and (iii) agree to perform the handover in the manner set out in the agreed plan and shall in any event: (i) liaise and cooperate with and render all necessary assistance to such other third party or parties and Company during the handover process; and (ii) comply with Company's reasonable directions during the handover process.

7.5 Parties to the PO agree that, save as expressly provided in the PO: (i) Company shall not be required to make payment of any fees, sums or charges in the event of expiry or termination of the PO; (ii) Supplier shall not under any circumstances be entitled to any charges, fees, consideration or other payment for any products, equipment and/or services provided under the PO, or for items and goods delivered under the PO, on a quantum meruit basis; and (iii) the exercise by either Party of its right to terminate the PO as provided under the terms and conditions of the PO shall not entitle the other Party to any Claim for Losses, including lost profits, or any other recourse in law or in equity in respect of such expiry or termination.

## 8. Dispute Resolution

8.1 **Informal Resolution:** Subject always to **Clause 8.5**, in the event of a Dispute: (i) the aggrieved Party shall issue a Resolution Notice requesting a Resolution Meeting to be held within a period of forty-five (45) days from the date of the Resolution Notice and at such venue as specified in the Resolution Notice for the purpose of resolving such Dispute, unless otherwise mutually agreed be the Parties in writing; and (ii) 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.

8.2 **Mediation:** If such Dispute is not resolved by the end of the period set out in **Clause 8.1**, it shall be submitted for mediation at the Singapore Mediation Centre ("SMC") in accordance with SMC's Mediation Procedure for the time being in force. Either Party may submit a request to mediate to SMC upon which the other Party will be bound to participate in the mediation within forty-five (45) days thereof. Each Party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department or its equivalent, with authority to negotiate and settle the Dispute. Unless otherwise agreed by the Parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore, in the English language and the Parties agree to be bound by any settlement agreement reached.

8.3 **Arbitration:** If and to the extent that such dispute has not been settled by such mediation within ninety (90) days of the commencement of such mediation, it shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference to this **Clause 8.3**. The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC. All arbitration shall be in the English language.

8.4 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 Supplier does challenge or dispute such applicability or enforceability, Supplier shall reimburse all costs and/or expenses incurred by Company, including solicitor/attorneys' fees, incurred by Company in responding to such challenge or dispute. The Parties agree



to keep confidential to themselves and to their legal and professional advisors the existence and details of any informal resolution, mediation and arbitration proceedings pursuant to this **Clause 8** including the Parties' submissions and evidence and all and any settlements, 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 the government of Singapore or is reasonably necessary to protect or pursue a legal right or remedy. For the avoidance of doubt, nothing in this **Clause 8** or in any other part of the PO shall prevent Company 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. Notwithstanding anything to the contrary in the PO, each Party 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 Company will retain the right specified in this **Clause 8.4** 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.

8.5 **Services to continue during dispute resolution:** Even if any problem or other dispute arises out of or in connection with the PO, and regardless of whether or not either Party initiates at any time the use of the dispute resolution procedures described in this **Clause 8**, or if either Party has initiated proceedings in any mediation or arbitral tribunal of competent jurisdiction, Supplier agrees to continue performing its obligations under the PO, while any such dispute is being resolved and in no event nor for any reason shall Supplier: (i) interrupt the provision of any Deliverables or Services; (ii) disable any items used to provide the relevant Services or which may be required by Company to access, use and have the full benefit of such Services; or (iii) perform any other action that prevents, impedes, or reduces in any way the provision of Deliverables or Services, or Company's ability to conduct its business activities, unless: (a) authority to do so is granted by Company or conferred by a court of competent jurisdiction; or (b) the PO has expired or been terminated and all obligations related to the expiry or termination have been completed to the satisfaction of Company.

## 9. Force Majeure

9.1 Neither party to a PO shall be liable for any failure or delay in performing any of its obligations under the PO 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.

9.2 Subject to the party who has been delayed: (i) promptly telling the other party of the PO in writing of the reasons of the delay and the likely duration of the delay; and (ii) using reasonable efforts to perform its obligations under the PO 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

PO which are not directly affected by the Force Majeure Event shall continue to be performed.

9.3 In the event that circumstances constituting a Force Majeure Event persist for a continuous period of more than thirty (30) days: (i) Company may by notice in writing to Supplier terminate the PO, in whole or in part, whereupon **Clauses 6.3** or **6.4** (as the case may be) and **Clause 7** shall apply accordingly; or (ii) subject to agreement in writing, both parties may make reasonable adjustments to provisions of the PO that are unavoidably impacted by the occurrence of such Force Majeure Event.

9.4 Where Supplier is the party delayed by a Force Majeure Event, the "reasonable efforts" in **Clause 9.2(ii)** shall include the following: (i) where such Force Majeure Event affects Supplier's ability to sell, supply or deliver Deliverables or to provide Services due to a lack of or reduced supplies or raw materials, Supplier shall fulfil such obligations on a priority basis to Company as soon as such Force Majeure Event ceases or abates; (ii) without prejudice or limitation to Company's right to source and/or procure substitute or alternative deliverables or services from other suppliers, Supplier shall use its best endeavours to source and/or procure substitute or alternative deliverables or services, or replacement personnel, for Company's consideration where acceptance of any such substitute or alternative deliverables or services, or replacement personnel, at no additional costs shall be at Company's sole discretion (subject to any such conditions or restrictions as determined by Company); and (iii) Supplier shall minimise the effects of such Force Majeure Event on Company and on any deadlines.

9.5 Any Pandemic shall not be treated as a Force Majeure Event for the purpose of the performance of Supplier's obligations under the PO. Without in any way limiting the rights of Company under the PO, Company and Supplier acknowledge that where the relevant Pandemic impacts performance of each party's Staff, it agrees to:

9.5.1 put into practice safeguards and measures to reduce the risk of its Staff transmitting a Pandemic Illness in the course of their performance of the PO;

9.5.2 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;

9.5.3 observe any quarantine orders issued under any law or regulation or under Company's general corporate policy concerning such Pandemic;

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

9.5.5 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 the PO: (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 Company, agreed facilities for Company's Staff to receive such services.

10. **Insurance:** 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 property damage (including loss or damage to the 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), personal injury or death, product liability, public liability, professional indemnity, 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

2019 or otherwise, and liabilities to third parties arising from the Supplier's performance or non-performance of its obligations under the PO and these PO T&Cs, relevant to the performance of the Supplier's obligations pursuant to under the PO and these PO T&Cs, and to maintain such insurance for the term of the PO and for a period of three (3) years thereafter. Supplier shall produce evidence on demand, to the satisfaction of Company, of the insurance effected and maintained in accordance with this **Clause 10**. If Supplier shall fail to effect and keep in force the insurances required under this **Clause 10**, without prejudice or limitation to any other accrued rights and/or remedies available to Company, Company may (i) 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 Late Payment Interest accruing thereto from any monies due or which may become due from Company to Supplier or recover the same as a debt due from Supplier; and/or (ii) withhold or cause to be withheld all or any payments which would otherwise be due to Supplier the PO and out of such money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had Supplier not defaulted in maintaining the required policies of insurance. The provisions of any insurance or the amount of cover shall not relieve Supplier of any liabilities under the PO. Company may recover from Supplier on a full indemnity basis any shortfall in the amount of money not recovered by Company from the insurance policies taken out by Supplier, as a debt due from Supplier.

**11. Supplier's obligations**

- 11.1 Time shall be of the essence for the performance of Supplier's obligations under the PO, including any deadlines or time stipulations under the PO and the Delivery Plan with respect to the sale, supply and delivery of Deliverables and the provision of Services. Any failure to meet any such timeline specified in the PO for more than fourteen (14) days shall for the purposes of **Clause 6.1**, be deemed to be a breach of the PO respectively, which is not capable of being remedied.
- 11.2 During the term of the PO, Supplier shall at all times act in accordance with Legal Requirements, and Company's guidelines, codes, policies, instructions, and directions, including ensuring full compliance by Supplier Personnel and Subcontractor who take on or perform all necessary tasks as may be required by Company.
- 11.3 **Commitment to provide Resources:** Supplier shall be responsible for providing at its own costs and expense, all facilities, personnel, equipment (including personal protective equipment and other equipment required for the safe performance of its services and/or delivery of Deliverables), software and all other resources necessary to perform and complete its obligations under the PO, regardless of whether such resources are specified therein, save for such facilities and equipment as Company may have expressly agreed in writing that Supplier need not provide.
- 11.4 **Out-of-pocket expenses:** Company shall not be liable to Supplier for costs incurred by Supplier or the reimbursement of out-of-pocket expenses or any compensation, whether or not relating to the scope of the PO unless otherwise agreed by Company in writing in respect of the PO.
- 11.5 **Supplier Personnel:** Supplier Personnel shall be deemed employees of Supplier at all times and shall not for any purpose be considered employees of Company. Nothing herein shall be deemed to create any fiduciary relationship between Supplier Personnel and Company. 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 Supplier. Supplier shall procure that any Supplier Personnel who, for a given time are to access or work on the premises of Company, shall comply with

Company's instructions and requests, and shall follow the working hours applicable to Company. Supplier agrees that Deliverables and Services shall be provided only by Supplier Personnel and shall comply with and ensure that Supplier Personnel complies with the provisions of Schedule 5. Supplier shall ensure that: (i) while performing its obligations pursuant to the PO, neither it nor its personnel will unnecessarily interfere with Company's facilities or its or their regular activities; (ii) any installation, implementation and other work at the premises of Company shall be conducted with no disruption to the normal business and other operations of Company, and where the work involved may cause disruption, Supplier shall only carry out such work with the prior written approval of Company; and (iii) where any premises or facilities of Company is used by Supplier while performing its obligations pursuant to the PO, Supplier shall leave the premises or facilities in as good a condition or state of repair as it was prior to usage by Supplier. Company may from time to time, by notice in writing, require certain Supplier Personnel be designated as Key Supplier Personnel.

- 11.6 **Compliance with laws:** Supplier warrants and undertakes that it shall, in all respects and at all times during the term of the PO, and the performance of its obligations, services and duties under the PO, at Supplier's cost and expense, comply with all Legal Requirements, including (i) in relation to: (a) the design, manufacture (where applicable), packaging, processing, testing, labelling, storage, packing and delivery of any Products and Deliverables; (b) the performance of any Services provided under the PO; and (c) the uninstallation, removal, disposal, decommissioning and/or temporary storage of the Disposed Deliverables pursuant to **Clause 3.11**, environmental, import/export control, equal employment opportunities, data privacy and data protection laws, outsourcing and safety laws, regulations and guidelines; (ii) meeting all applicable safety requirements, relevant industry standards, best practices and all directives, guides, guidelines, recommendations and requirements as issued by Health Authorities from time to time; and (iii) to the extent that any Products or Deliverables to be supplied by Supplier and/or products to be used for the performance of Services contain hazardous materials or substances regulated by law, comply with mandated labelling information and provide to Company all relevant information as may be required for the purposes of ensuring compliance with such Legal Requirements, including if applicable, a completed material safety data sheet.
- 11.7 In the event of a change in Legal Requirements during the term of the PO, and the performance of its obligations, services and duties under the PO, Supplier undertakes to take all necessary actions for complying with the same, at its own cost and expense. From time to time, at Company's request, Supplier shall provide certificates relating to compliance with any Legal Requirements.
- 11.8 Supplier shall adopt the Tripartite Guidelines on Fair Employment Practices as advised by the Tripartite Alliance for Fair Employment Practices and ensure Supplier Personnel are accorded the terms and conditions as stipulated under the Employment Act 1968.
- 11.9 **Employment of Foreign Worker:** Supplier shall ensure that all Supplier Personnel deployed by Supplier or Subcontractor (if any) to carry out works in Company Premises, including contract workers, supervisors etc. must obtain and display Company's security pass while in Company Premises. In the event that foreign workers are deployed, it shall be Supplier's responsibility to ensure that no illegal immigrants are employed by Supplier or any Subcontractor in the sale, supply and delivery of any Deliverables and the provision of any Services, or otherwise in the performance on any of Supplier's obligations under the PO. If any illegal immigrants are found to be so employed, Supplier shall fully indemnify,

defend and hold Company harmless against any Losses including monetary penalty, which Company shall suffer, or Claims from any third party, arising from Supplier's breach, including payment of any monetary penalty, fines, penalties or sums imposed on Company by any court or regulatory authorities arising out of any breach of this **Clause 11.9** or any provision of the Employment of Foreign Manpower Act 1990 and any regulations made under that Act.

**11.10 Changes affecting Deliverables and Services**

**11.10.1 Changes affecting production, delivery or performance:** Supplier shall seek approval from Company in writing before any proposed change to the Deliverables or Services, or any methodologies, materials, processes or location of manufacture that may affect the quality, performance or reliability of the Deliverables or Services to be sold, supplied or delivered under the PO. If Supplier fails to obtain approval from Company for any change proposed pursuant to this **Clause 11.10.1**, **Clause 11.10.2** shall apply.

**11.10.2** Without prejudice or limitation to any accrued rights and/or remedies against Supplier, in relation to delays and defaults pursuant to **Clause 3.16**, termination pursuant to **Clause 3.17**, any quality issues or defective, rejected or non-conforming Deliverables or Services as set out in **Clauses 3.3** and **3.24**, and any Deliverables or Services that are not accepted or later rejected by Company for any reason whatsoever:

- (i) Supplier shall use its best endeavours to source for and/or procure substitute or alternative products, services, deliverables or solutions for Company's consideration provided that Company have the sole discretion whether or not to accept (subject to any conditions and/or restrictions as may be determined by Company) such substitute or alternative products, services, deliverables or solutions;
- (ii) Company shall have the right (but not the obligation) to (a) terminate the PO in whole or in part, by written notice to Supplier; and/or (b) obtain the same or similar products, services, deliverables or solutions from other sources, and in such event to reject the delivery of the Deliverables and/or Services in favour of the delivery by such substitute source;
- (iii) in the event of termination of the PO pursuant to **Clause 11.10.2(ii)(a)**, Company may, upon written notification to Supplier, reject the aforementioned Deliverables and require Supplier to collect all the aforementioned Deliverables from Company, failing which Company may, but without it being an obligation, upon notification return to Supplier all the aforementioned Deliverables already delivered to Company, including those which have already been accepted, at Supplier's cost, risk and expense, for a full refund of all payments within thirty (30) days of such notification, including any advance payments, made in consideration for the aforementioned Deliverables; and

- (iv) Supplier shall bear all additional costs arising from or in connection with **Clauses 11.10.2(i) to (iii)** including (a) any positive price difference in obtaining such products, services, deliverables or solutions, generic substitutes or alternatives; (b) administrative costs, including cost of testing, manufacturing, examination and otherwise getting such products, services, deliverables or solutions, generic substitutes or alternatives accepted by Company; and (c) the cost of delivery and/or collection, including air freight charges or other expedited means acceptable to Company, if the specified method of transportation would not permit Supplier to meet the applicable Delivery Date specified in the PO.

**11.10.3** Company may in their sole discretion remove such Deliverables or Services from the PO forthwith upon written notice to Supplier.

**11.10.4** Supplier shall be liable for all Losses that Company may suffer if Supplier does not comply with the requirements of this **Clause 11.10**.

**11.11 Information, Reports and Audit**

**11.11.1** Without prejudice or limitation to Company's other rights and/or remedies, Supplier shall promptly notify Company 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 performance of the PO or any other related agreement; (ii) any instances where any person employed by Supplier or acting on behalf of Supplier or any of their representatives, has contravened or attempted to contravene any applicable laws, regulations and guidelines in connection with the PO, or not complying with the PO; and (iii) any other matters Supplier reasonably considers that Company should be aware of.

**11.11.2 Whistle-Blower:** Supplier shall implement a whistleblowing system that allows any person to report any of the matters set out in **Clause 11.11.1** including the following reportable incidents or concerns: (i) fraud or suspected fraud and irregularities; (ii) wilful destruction of Company's assets; (iii) instigations to engage in acts of subversion; (iv) conduct which is an offence or breach of law; and (v) unethical or improper practices or non-compliance with regulatory requirements or Company's policies.

**11.11.3** Should Supplier Personnel, Subcontractor and/or other service providers of Supplier come to have knowledge of any reportable incidents or concerns, such Supplier Personnel, Subcontractor and/or other service providers shall immediately report such matter through Supplier's whistleblowing system which may involve (i) a whistle-blowing hotline managed by a third party service provider; or (ii) the head of department of its human resource or any other higher authority.

**11.11.4** In the event of any incident arising including cases where a Supplier Personnel's, Subcontractor's or Supplier's other service provider's conduct may be found unacceptable, detrimental to the public interest, or in the

- opinion of Company is potentially damaging to Company's interests and reputation, Supplier shall escalate this to Company as soon as possible and work with Company's management to address the incident or concern within a reasonable timeframe. In such situations, Supplier may be required to replace such Supplier Personnel, Subcontractor or other service provider performing services under the PO.
- 11.11.5 Supplier shall keep accurate records of its provision of Deliverables and Services pursuant to the PO and provide details thereof to Company upon request and in accordance with such request.
- 11.11.6 Supplier shall promptly report all accidents, environmental incidents, injuries and safety incidents to government authorities, as required by applicable Legal Requirements, and to Company.
- 11.11.7 Supplier shall submit to Company its latest audited financial statements promptly, and in accordance with, any request by Company for the same.
- 11.11.8 **Reports:** Supplier shall from time to time, upon request by Company, furnish written reports to Company containing such information as Company may require about the PO, including but not limited to the quantity and/or the value of Deliverables and/or Services purchased by Company (for each line item).
- 11.11.9 **Audit:** Supplier shall permit Company, Audit Agents, and regulatory bodies, to conduct audits during the term of the PO, and for a period of seven (7) years thereafter, on Supplier as well as any Subcontractor, for the purposes of (i) determining Supplier's and/or Subcontractor's compliance with the PO; (ii) evaluating and verifying of any invoices, payments or claims submitted by Supplier and/or Subcontractor; (iii) verifying that the reports and information submitted to Company are accurate, correct and not misleading; and (iv) ensuring compliance with Legal Requirements.
- 11.11.10 Supplier shall provide Company with access to documents and information pertaining to transactions with Company, including those belonging to any Subcontractor. Supplier shall ensure the accuracy and completeness of all information maintained for and furnished to Company.
- 11.11.11 Supplier shall (i) respond in writing to any inquiry, demand or other observation made as a result of any audit, including any audit undertaken by Audit Agents, or Supplier's internal or external auditors (to the extent related to the provision of Deliverables and Services under the PO), within thirty (30) days of receipt of such inquiry, demand or observations; (ii) correct any non-compliance with any provision of the PO, or any applicable accounting principles, and will complete and communicate in writing to Company, a plan for resolution of the matters identified to be completed, at Supplier's cost within a reasonable time; (iii) reimburse Company for the undisputed amount of any overcharges, or reissue any unpaid invoice containing an error identified in an audit report provided to Supplier by Company; (iv) ensure the accuracy and completeness of all information furnished; and (v) in the event where Supplier's appointment of Subcontractor is approved by Company, Supplier shall ensure that its contract with Subcontractor allows Audit Agents to carry out audits on Subcontractor.
- 11.11.12 Company is entitled from time to time to conduct ad-hoc on-site audits with reasonable notice of at least thirty (30) days. Supplier shall ensure that Audit Agents are given full access to all accounts, records, documents, assets and premises in connection with the transactions with Company, and shall provide Audit Agents with all reasonable cooperation and assistance in connection with the audits.
- 11.11.13 The Parties shall bear their own respective costs and expenses incurred in respect of the audit(s), unless the audit(s) identifies/identify a material breach or default of the PO by Supplier, in which case Supplier shall reimburse Company for all of Company's reasonable costs incurred in connection with the audit(s).
- 11.11.14 For the avoidance of any doubt, this **Clause 11.11** does not impose any obligation on Company to audit Supplier and/or Subcontractor. Should Company decide not to audit Supplier and/or Subcontractor, it shall not exonerate, vitiate, or lessen Supplier's responsibilities or obligations under the PO and/or any applicable laws, regulations and guidelines, safety requirements and/or industry standards.
- 11.12 **Inspection of Supplier's premises:** Supplier shall permit Company and such other entity or person designated by Company, upon prior notice and at no additional fees or charges to Company, to examine and inspect the manufacture, production, installation, assembly and/or configuration of any Products and/or parts thereof, whether completed or in the course of production, and any other activities carried out by Supplier pertaining to any Products. Such permission by Supplier shall include the right of free access by Company to the relevant Products (or part thereof). Supplier shall provide all reasonable assistance and facilities as may be required for such access and inspection. Company shall have full access to all offices, production premises and other work sites of Supplier and any of its Subcontractors, to enable Company to inspect work and monitor progress. Supplier shall include in its sub-contracts, if any, such provisions as may be necessary to secure this right on behalf of Company. Company's failure to inspect or reject the Products shall neither relieve Supplier from responsibility for such Products if they are not in accordance with the PO, nor relieve Supplier from any responsibility regarding defects or other failures to meet the PO which may be discovered subsequently.
- 12. Indemnity**
- 12.1 Without limiting the generality of any provision in the PO, Supplier shall fully indemnify, defend and hold harmless Company Indemnitees from and against any and all Losses which Company Indemnitees may suffer, sustain or incur, or Claims which may be instituted, made, brought, threatened, alleged or established against any Company Indemnitees, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of one (1) or more of the following:
- 12.1.1 any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct, of Supplier, any Subcontractor and/or any Supplier Personnel;
- 12.1.2 Supplier's, any Subcontractor's and/or any Supplier Personnel's breach of or failure or delay in complying with, the PO;
- 12.1.3 any breach of the Supplier's obligations contained in **Clause 17.22**;

- 12.1.4 any security breach or unauthorised use, access, misappropriation, modification or other compromise of the Company Systems, Company Data or as set out in **Schedule 6**, to the extent the same arose from an act or omission of Supplier or its Affiliates;
- 12.1.5 any death, personal injury or loss or damage to property, arising from any act or omission of Supplier, any Subcontractor and/or any Supplier Personnel;
- 12.1.6 any breach of, failure or delay in complying with any applicable Legal Requirements (which may include any breach of or failure in complying with **Clause 11.6**), safety requirements and industry standards by Supplier, Subcontractor and/or any Supplier Personnel including:
- (i) any workplace safety laws, regulations and codes; or
- (ii) any 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 PDPA or any of the data protection requirements as set out in **Schedule 3**,
- and if Supplier fails to remedy any such breach of, failure or delay and/or fails to comply with any directive immediately after receipt of written notice to do so, Company Indemnitees may, in addition to any other remedies provided in the PO, effect such measures as may be necessary to secure compliance and such Company Indemnitees may recover as a debt due from Supplier an amount sufficient to indemnify such Company Indemnitees against the cost of securing such compliance;
- 12.1.7 any fines or penalties imposed on any Company Indemnitees arising from a breach or non-compliance of such relevant Contract by the Supplier, any Supplier Personnel or Subcontractor;
- 12.1.8 any Claims by any workmen, employee or agent of Supplier or Subcontractor for any personal injury and/or death suffered in connection with the performance of the PO but which is not limited to payment under the Work Injury Compensation Act 2019;
- 12.1.9 any Claim brought or threatened against any Company Indemnitees that alleges or is based on a claim that the provision of any Deliverables and/or Services by Supplier, Subcontractor and/or any Supplier Personnel or the use, access, or receipt of Deliverables and/or Services by any Company Indemnitees infringes any Intellectual Property Rights and/or any rights of whatever nature of any third party, constitutes misappropriation or unlawful disclosure or use of any third party's trade secrets or confidential information, gives rise to any liability to pay royalty or other compensation, or violates any agreement to which Supplier is presently a party;
- 12.1.10 any loss or destruction of, or damage to, Company Materials in the possession, custody or control of Supplier;
- 12.1.11 any malfunction of Deliverables and/or Services provided by Supplier
- 12.1.12 faulty or negligent manufacture, packaging or otherwise supply of any Deliverables (or part thereof) or defective design, including any use of sub-standard, defective or harmful components or any harmful combination of components used in the manufacture of any Deliverables (or part thereof), or any contamination of Deliverables (or part thereof) at any time before Company takes delivery of Deliverables;
- 12.1.13 any damage and/or loss caused to Company Premises, Company Systems and/or Company Data, and any injury suffered by any person, in the course of any Deliverables being installed, assembled, configured, integrated, tested, implemented, commissioned, uninstalled, removed, disposed or decommissioned, Services being performed or arising out of or in connection with the performance of any of Supplier's obligations;
- 12.1.14 a delay in the delivery of Deliverables or the provision of Services by Supplier and the delay is not due to a Force Majeure Event (where, whether or not there is a delay shall be determined by Company in its sole and absolute discretion); or
- 12.1.15 any Claims brought or threatened by a third party against any Company Indemnitees arising from the circumstances specified in **Clauses 12.1.1 to 12.1.14** or any Claims by such third parties arising out of or in connection with the performance of the PO .
- 12.2 Notwithstanding any other provision of the PO, except with the prior written consent of Company, Supplier shall not:
- 12.2.1 settle or compromise any cause of action, suit or other proceeding if the settlement or compromise obliges 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;
- 12.2.2 assume any obligation or grant any rights or licences on behalf of Company; or
- 12.2.3 make any statement at any time admitting liability for or on behalf of Company.
- 13. Losses recoverable from Supplier**
- 13.1 Notwithstanding anything to the contrary and without limiting any right of recovery of Company arising out of or in connection with the PO, the following losses shall be recoverable from Supplier: (i) loss of anticipated savings; (ii) additional operational and/or administrative costs or expenses arising from Supplier's breach or negligence; (iii) additional costs and expenses reasonably incurred by Company in procuring and implementing alternative or replacement goods and services (such as external advisor costs, consultancy costs, management time and other personnel costs and other materials); and (iv) any fine or penalty imposed on Company by any and/or all relevant governmental, quasi-governmental, statutory or regulatory authorities.
- 14. Company Materials**
- 14.1 All Company Materials shall remain the sole property of Company, shall be plainly marked or otherwise identified by Supplier as property of Company and shall be safely stored separately and apart from Supplier's property.
- 14.2 Supplier shall not substitute any property for any Company Materials and shall not use any Company Materials except in fulfilling Company's instructions or for the performance of its obligations under the PO.
- 14.3 While in Supplier's custody or control, Supplier shall protect and safeguard Company Materials which shall be held at Supplier's risk, kept insured at Supplier's costs and expenses, and subject to removal at Company's request. The title to each and all Company Materials shall remain with Company at all times. Supplier shall have no interest in Company Materials whatsoever.

- 14.4 Unless otherwise expressly authorised by Company or unless otherwise expressly required in connection with the provision of Deliverables and/or Services, Supplier undertakes (i) to act as a bailee for Company in relation to Company's Company Materials that have been delivered to Supplier or while they are in the possession, custody or control of Supplier; (ii) not to transfer possession, custody or control of Company Materials to a third party, including a Subcontractor; and (iii) not to allow or permit any third party to use, access, interfere or tamper with Company Materials for any purpose.
- 14.5 Supplier shall not (and shall ensure that no person shall) (i) assign, pledge, charge, mortgage or dispose of or encumber in any way whatsoever any Company Materials delivered to Supplier or which are in the custody, possession or control of Supplier; and (ii) levy any distress, execution or other similar proceedings against any such Company Materials.
- 14.6 Company Materials are provided AS IS and Supplier acknowledges that Company have not made and do not make any representation, warranty or covenant, express or implied, with respect to the condition, quality, durability, accuracy or suitability of such Company Materials.
- 15. Intellectual Property Rights**
- 15.1 Parties agree that Background IP is and shall remain the exclusive property of the party owning it. Notwithstanding the foregoing, the Supplier hereby agrees and acknowledges that:
- 15.1.1 all rights (including Intellectual Property Rights), interests and title in and/or associated with Company Materials shall vest solely in and belong exclusively to Company at all times and Supplier shall not during or at any time after the completion, expiry or termination of the PO in any way question or dispute Company's ownership of Company Materials;
- 15.1.2 Supplier shall utilise Company Materials, or any material or product incorporating Company Materials or any part thereof, solely for purposes of the PO and shall not use, disclose, market, distribute, sell, assign, lease or otherwise commercially exploit the same in any form or manner;
- 15.1.3 Supplier, other than as expressly provided herein, retains no other right, licence, title or interest in or to Company Materials and 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 PO; and
- 15.1.4 Company shall be entitled to secure, confirm and/or protect Company Materials by way of obtaining registrations of Intellectual Property Rights, in its sole name.
- 15.2 Supplier hereby assigns (including the present assignment of rights created in the future) to Company all rights (including Intellectual Property Rights), interests and title in Company Materials, whether now existing or in the future created, to which Supplier is now or may at any time after the date of the PO 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. Supplier shall execute all further documents and deeds necessary to effect, perfect, record, or register such assignment.
- 15.3 To the extent that any rights (including Intellectual Property Rights), title, and interests in Company Materials (or any part thereof) anywhere in the world may remain or become vested in a third party (including Supplier Personnel), Supplier shall, and hereby agrees to, and/or undertakes to procure that such third party shall, irrevocably assign, transfer and convey absolutely and unconditionally to Company, the said rights, title and interests by way of deed in a form prescribed by Company.
- 15.4 Supplier shall, as soon as reasonably practicable after the successful completion of the PO: (i) promptly disclose in writing to Company each instance of Project Materials; and (ii) furnish to Company, all relevant materials, documents or computer soft copies and/or media containing, comprising or which are necessary for the use of Project Materials. Supplier acknowledges and agrees that the aforementioned subject matter is the property of Company. Notwithstanding the foregoing provisions, Company agrees that 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 Supplier under the PO.
- 15.5 In the event that Company Materials includes or incorporates any Supplier's Background IP or any third party's Background IP, Supplier grants, and shall ensure that all relevant third parties grant, to Company, a non-exclusive, transferable, sub-licensable, perpetual, irrevocable, fully paid-up right and licence with no geographical restrictions to (whether by itself or on its behalf) use, execute, display, perform, possess, modify and create derivative works from Supplier's Background IP, and the third parties' Background IP, for the purposes of using Company Materials and otherwise dealing with Company's Intellectual Property Rights in and to Company Materials.
- 15.6 Supplier agrees that the rights of Company under this **Clause 15** shall arise immediately and shall survive whether or not (i) Deliverables, Services and/or Project Materials are complete; or (ii) the PO expires or is terminated or otherwise
- 15.7 Supplier hereby confirms and agrees that Company shall be entitled to market, promote, supply, distribute, offer for sale, resell, or otherwise use or transfer any and all of Deliverables (or part thereof) to any third party in the exercise of its absolute discretion without restrictions of any kind, and Supplier hereby undertakes not to take any action or enter into any agreements which may adversely affect such marketing, promotion, supply, distribution, offer for sale, resale, or otherwise use or transfer of Deliverables by Company, or frustrate the ability of Company to fully exercise such rights.
- 15.8 Intellectual Property Infringement**
- 15.8.1 Without prejudice or limitation to Company's right to defend a claim alleging that Deliverables, Services or Documentation, and/or the supply, use, access, receipt or provision thereof, infringes any Intellectual Property Rights or other right of any third party, Supplier shall, if requested by Company and at the cost and expense of Supplier, defend such claim or be joined in the defence of such claim. Supplier shall observe Company's directions relating to the defence or negotiation for settlement of the claim.
- 15.8.2 Company will, if requested by Supplier and at Supplier's cost and expense, to the extent reasonably possible, provide Supplier with reasonable assistance in the defence of such claim.
- 15.8.3 In the event of any such infringement, or any action being contemplated or instituted for alleged infringement, without prejudice or limitation to any right of action and/or remedy of Company against Supplier, Supplier shall at Supplier's own cost and expense and in favour of Company:
- (i) procure for Company the right to continue accepting, possessing, purchasing, using,

selling and/or distributing Deliverables, Services or Documentation; and/or

- (ii) modify or amend or procure the modification of Deliverables, Services or Documentation or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of Deliverables, Services or Documentation, including, without limitation, the quality, standards, undertakings and warranties in the PO; and/or
- (iii) replace Deliverables, Services or Documentation with other products of identical capability and performance and of equivalent quality,

provided that such actions as aforesaid shall not prejudice or affect any right of action or remedy of Company against Supplier.

15.8.4 In the event of any actions being contemplated or instituted for alleged infringement of any Intellectual Property Rights or other statutory or common law rights, Company reserves the right to cancel immediately the PO for Deliverables, Services or Documentation or parts thereof yet to be supplied to Company and/or return Deliverables or Documentation or parts thereof already delivered and Supplier shall reimburse Company with the Charges already paid to Supplier and without prejudice to **Clause 11.10.2**, Company reserves its right to purchase Deliverables, Services or Documentation or parts thereof from other sources without prejudice or limitation to all or any of the rights and/or remedies of Company as contained in the PO or at law.

**16. Confidentiality:** Supplier shall treat as confidential the Confidential Information and shall not divulge any Confidential Information to any person (except to Supplier Personnel and/or Subcontractors on a need to know basis) without prior written consent from Company. Supplier shall ensure that Supplier Personnel and Subcontractors are aware of and comply with the provisions of this **Clause 16**. 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. Supplier warrants and undertakes that it (i) shall not license, publish, exploit or deal with the Confidential Information in any form (including in aggregated form); and (ii) other than as expressly required by 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 Company, based on or in connection with any Confidential Information. Supplier acknowledges that monetary damages may not be a sufficient remedy for any breach of the terms of this **Clause 16** and that in addition to any other remedies available at law or in equity, Company may seek injunctive and other legal or equitable relief against Supplier for any breach or threatened breach of the provisions of this **Clause 16**. Supplier expressly agrees that it shall be liable for any Supplier Personnel's or Subcontractor's breach or non-performance of this **Clause 16** (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.

**17. Miscellaneous**

17.1 **Notice:** Notices may be delivered by hand, registered mail or e-mail to the addresses and e-mail addresses specified

below or to the addresses or e-mail addresses notified to the other party in writing, from time to time, as specified in the PO. Notice will be deemed given: (i) in the case of hand delivery or registered mail upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving party; and (ii) in the case of e-mail, immediately provided that no delivery failure in respect of such e-mail is received. The address and e-mail address for notice may be changed by either party by giving notice to the other party as provided herein.

17.2 **Relationship of parties to the PO:** The parties to the PO are independent contractors and nothing in the PO shall constitute or be construed as creating any agency (other than for such limited circumstances and scope as expressly set out in the PO or as otherwise expressly required by Company), joint venture, partnership or other form of business association between such parties, nor to create any fiduciary relationship between such parties.

17.3 **Conflicts, Gifts, Inducements and Rewards:** Supplier agrees that it will not offer, or give, or agree to give, to any employee, representative or third party acting on behalf of Company, or accept, or agree to accept from any employee, representative or third party acting on behalf of Company, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or performance of the PO. Supplier shall promptly notify Company, if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of the PO. Company shall be entitled to terminate the PO and to recover from Supplier the amount of any loss resulting from such termination, if 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 the PO or for showing or forbearing to show favour to any person in relation to the PO, or if such acts shall have been done by any person employed by Supplier or acting on its behalf (whether with or without the knowledge of Supplier) or if in relation to the PO, Supplier or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code 1871 or under the Prevention of Corruption Act 1960 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 said Code or Act. Supplier warrants and represents that it is not owned, controlled or actively influenced by any employee, officer, director or consultant of Company, or their immediate families. Supplier does not employ any person who is an employee, officer, director or consultant of Company, or a member of their immediate families. Supplier will refrain from offering gifts, entertainment, favours or services to employees, officers, directors and consultants of Company.

17.4 **Entire Agreement:** The PO constitutes the entire agreement between the parties to the PO 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.

17.5 **Delegation and Sub-Contracting:** Supplier shall not delegate, sub-contract or otherwise arrange for a third party to perform any part of the PO, or to discharge any of Supplier's duties or obligations under any part of the PO without the prior written consent of Company. In the event Company consents to a sub-contract pursuant to this **Clause 17.5**, Supplier shall not be relieved of any of its liabilities or obligations under the PO and Supplier shall be liable for the acts, defaults and neglects of any Subcontractor or any employee or agent of Subcontractor as if they were the acts, defaults or neglects of Supplier or the employees or agents of Supplier. Supplier shall be responsible for ensuring the suitability of all Subcontractors and for ensuring that the work performed by Subcontractor meets the requirements of the PO. Supplier shall ensure

- that each Subcontractor is made aware of and subject to all the terms of the PO relevant to Subcontractor's part in the performance of the PO. Company may, by notice to Supplier, require Supplier to cease using any Subcontractor.
- 17.6 **Cooperation:** Supplier shall sign all documents and do all things necessary or desirable to give effect to the PO, cooperate with Company in the pursuit of Company's business objectives that are relevant to the PO, adopt best practices in the delivery of Deliverables and performance of Services pursuant to the PO, and as soon as practicable consult with Company on any matter arising which may materially affect the performance by Supplier of its obligations under the PO.
- 17.7 **Use of Name:** Neither party shall under any circumstances whatsoever use the other party's name, trade names, trademarks, 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.
- 17.8 **Assignment:** The PO and all the rights and obligations of Supplier hereunder are personal to Supplier and 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 Company which may be withheld for any reason. The PO and all the rights and obligations of Company hereunder may be assigned, transferred, novated or otherwise dealt with by Company to any of its Affiliates, and will inure to the benefit of such successors and assigns, and Supplier shall do all things necessary to facilitate such assignment, transfer, novation or dealing.
- 17.9 **Severability:** If any provision of the PO is agreed by the parties 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, the PO 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.
- 17.10 **Waiver:** A failure by Company to exercise or enforce any rights conferred upon it by the PO 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. The waiver of any right arising from the PO shall be in writing and signed by the party granting the waiver. A party to the PO is not entitled to rely on a delay in the exercise or non-exercise of a right arising from a breach, non-performance or default under the PO, as constituting a waiver of that right.
- 17.11 **Rights of Third Parties:** Save as otherwise expressly set out in the PO, the parties agree that a person or entity who is not a party to the PO shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term of the PO, 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 17.11** shall affect the rights of any permitted assignee or transferee of the PO.
- 17.12 **Variation:** No variation, amendment or rescission of the PO shall bind either party unless made in writing in the English language and signed by all parties. For the avoidance of doubt, no endorsement on delivery orders, delivery notes and other documents provided by Supplier for acknowledgment of receipt of the supply, delivery and/or otherwise provision of Deliverables or Services shall be construed to be acceptance of any term and condition thereon by Company. Without prejudice to the generality of **Clause 17.11**, such parties' rights to vary, amend or rescind the PO in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to the PO.
- 17.13 **Governing Law:** The PO shall be subject to, governed by and construed in accordance with the laws of Singapore and, except for the purpose of **Clauses 8.4, 16** and **17.16** the parties to the PO hereby submit to the exclusive jurisdiction of the Singapore Courts. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the PO or to their relationship.
- 17.14 **Cumulative rights and remedies:** Unless otherwise expressly agreed by the parties, or provided under the PO, these PO T&Cs, and the rights and remedies of the parties under the PO 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 PO, or at law or in equity, shall (save to the extent, if any, provided expressly in the PO 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.
- 17.15 **Schedules or Appendices:** Supplier shall comply with all of its obligations in the schedules or appendices of the PO even where such obligations are not specifically set out or referred to in the clauses or paragraphs of the PO.
- 17.16 **Injunctive Relief:** Each Party 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.
- 17.17 **Language:** All data, documents (including the Documentation), descriptions, diagrams, books, catalogues, instructions, materials and correspondence supplied under the PO shall be written in readily comprehensible English language unless otherwise specified in the PO. 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 PO.
- 17.18 **Survival of Obligations:** All clauses and paragraphs of the PO (including the Schedules) so intended to survive after the expiry or termination of the PO shall survive such expiry or termination, including **Clauses 3.11, 3.16, 5, 11.11, 12, 15, 16, 17.22, 18**.
- 17.19 **Counterparts:** The PO may be executed 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 PO shall be of no effect until the counterparts are exchanged. The parties may execute the PO, future agreements and/ or amendments thereof using wet ink or electronic signature that is compliant with the Electronic Transactions Act 2010 and the exchange of signed copies of these agreements and amendments (including the signature page(s) thereto) shall constitute effective execution and delivery of the same.
- 17.20 **Public Announcement:** Without prejudice to any of the provisions of **Clause 16**, Supplier shall not, directly or indirectly, disclose any information regarding the PO, save with the prior written approval of Company and subject to such conditions as Company may impose.
- 17.21 **Personal Data:** Without prejudice to any other provision of the PO, Supplier accepts and shall comply with **Schedule 3** regarding personal data.
- 17.22 **Cybersecurity:** Without prejudice to any other provision of the PO, Supplier accepts and shall comply with **Schedule 6**.
18. **Medico-Legal Complaints:** In the event of any complaints received by any party (including but not limited to any and all hospital occurrence and/or adverse event reports) and such complaint is assessed to be a Medico-Legal Complaint attributable to the supply of any of Deliverables and/or Services under the PO, the following procedure and



guidelines shall apply (i) 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 and the reply (whether prepared or issued); (ii) the parties shall adhere to Company's "Clinical Complaints Management Framework" (where applicable) when dealing with Medico-Legal Complaints; (iii) 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 legal advice and effective handling of the complaint. If necessary, Company's appointed representatives in consultation with Supplier or his/her nominee shall convene and appoint a panel to review/investigate the complaint. The panel will comprise of Company's and Supplier's representatives (in equal numbers) who are not personally involved and not from the department(s) involved with the complaint; and (iv) in the case where potential Claims may arise from professional or medical negligence involving Company's doctors, facilities and staff, the Parties shall work towards (a) a coordinated defence or settlement against such potential Claims and (b) the apportionment of liability between themselves in respect of such potential Claims.

19. **Business Continuity:** Supplier represents and warrants that it has and will maintain throughout the term of the PO a written business continuity plan ("BCP") to enable it to recover and resume its obligations to Company under the PO within one (1) business day in the event of any disruptive event. Supplier represents and warrants that it has tested its BCP and will continue to conduct sufficient ongoing verification testing for the recovery and resumption of its obligations to Company under the PO and will update its BCP at least annually. Supplier will notify Company within thirty (30) days of any material alterations to its BCP that will impair its ability to recover and resume any interrupted obligations to Company. Upon request by Company, Supplier will provide to Company a description of its BCP procedures for the recovery and resumption of its obligations to Company, accompanied by a written confirmation that the BCP has undergone review and testing to account for any changes to its obligations to Company. Supplier shall promptly notify Company of any actual, threatened, or anticipated event that does or may disrupt or impact its obligations under the PO and shall cooperate fully with Company to minimize any such disruption and promptly perform its obligations in accordance with the PO. Supplier acknowledges that the existence, content and adequacy of its BCP will be used by Company as part of initial and ongoing assessment criteria for review of Supplier's overall performance under the PO. Supplier shall ensure that Company will be allowed to inspect Supplier's, Supplier's permitted assignee's, or any other relevant site, at any time upon reasonable notice and during normal business hours. Company may recommend to Supplier any appropriate improvements with regards to the BCP. Supplier shall review these recommendations and implement them or alternative solutions which are mutually agreed in writing between Parties.

#### Schedule 1 Definitions

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

1. **"Affiliates"** means with respect to an entity, any individual, corporation, association or business which directly or indirectly Controls, is Controlled by, or is under common Control with that entity.
2. **"Ancillary Items"** means all ancillary cables, plugs, power adapters, operating and maintenance manuals and such other

parts, components or items which are necessary for the normal and efficient use of Deliverables.

3. **"Applicable Taxes"** means all or any taxes (excluding goods and services tax or other value added taxes), charges, fees, levies, duties, 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, transfer, stamp or transactions) imposed or levied by the appropriate local or overseas governmental agencies, in respect of or in connection with the provision of Deliverables and/or Services, the obligations provided by Supplier to Company or any right, licence or privilege granted by Supplier to Company or any other party under the PO.
4. **"Audit Agents"** means Company, regulatory bodies and such representatives and auditors as may be appointed by Company or regulatory body from time to time to conduct audits.
5. **"Background IP"** means any intellectual property rights that is in existence prior to the Effective Date or is developed or acquired after such date independently of the PO and without the use of the other Party's Confidential Information.
6. **"Charges"** means all amounts, charges and fees payable by Company to Supplier for Deliverables and Services as set out in the PO, including Other Costs.
7. **"Claim"** means all claims, proceedings, suits, liabilities, debt, demands, liens, obligations, costs, judgments, interest, awards and causes of action of any kind nature, and description (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.
8. **"Company"** means the entity issuing the PO, and **"Companies"** means all entities within the Company Group.
9. **"Company Group"** shall refer to Company and all its Affiliates.
10. **"Company Indemnitees"** means Company and its directors, officers, employees, personnel, representatives, agents, subcontractors and advisors.
11. **"Company Inspections"** means the inspections or tests conducted or to be conducted on Deliverables by Company.
12. **"Company 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 furnished to Supplier by Company, including the Specifications, all designs, user input, know-how, workflow information, business models of Company, and the Project Materials.
13. **"Company Data"** means any data, databases or information generated, processed, compiled, stored, arranged or developed on any Deliverable or Company Systems including those generated, processed, compiled, stored, arranged or developed on such Deliverable or Company Systems pursuant to the PO.
14. **"Company Premises"** means the Delivery Location(s), the registered address of Company and/or the locations that Company may notify Supplier of from time to time.
15. **"Company Systems"** means hardware, software, systems, applications, equipment, networks, servers or other facilities that are owned, leased or under the control of Company.
16. **"Confidential Information"** means:
  - (a) all commercial, marketing and business information, strategic and development plans, intentions, any matter concerning Company, its affairs, business, operations, shareholders, directors, officers, business associates, clients or any other person or entity having dealings with any Party;
  - (b) information relating to the financial condition of any Party, its accounts, audited or otherwise, notes, memoranda, documents and/or records;
  - (c) scientific, technical, intellectual or other information relating to methods, processes, formulae, compositions,

systems, techniques, product information, inventions, know-how, trade secrets, design rights, 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 proprietary information;

- (d) the existence and terms and conditions of the Contract;
- (e) information which is generated as a result of or in connection with the business transacted under the Contract; and
- (f) all other information which may be disclosed by one Party to the other Party, which is marked as "Confidential", "Proprietary Information" or with any other comparable legend to similar effect at the time of disclosure, or if disclosed orally, confirmed in writing as such within thirty (30) days after its disclosure, or is considered to be confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure,

in any form whatsoever, whether electronic 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.

- 17. **"Contract"** means the PO and these PO T&Cs.
- 18. **"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.
- 19. **"Deliverable(s)"** means the products and/or deliverables set out in the PO (including Documentation), to be supplied and delivered by Supplier to Company pursuant to the PO.
- 20. **"Disposed Deliverables"** means Deliverables, including any by-products or residue thereof, and regardless of whether the same may be used (wholly or partially), damaged or expired which are to be removed, disposed and/or temporarily stored.
- 21. **"Dispute"** means any dispute, controversy or claim arising out of or in connection with the PO or these PO T&Cs.
- 22. **"Documentation"** means the manuals, documentation and other materials (including any third party documentation) to be supplied, prepared (or in the case of third party products, to be procured) by Supplier to allow Company to understand, access and use and/or benefit from the relevant Deliverables and/or Services effectively and efficiently, including information needed to install, use, operate and/or derive the benefit of Deliverables and the documentation set out in the PO.
- 23. **"Effective Date"** means the date of the PO.
- 24. **"Final Acceptance Notice"** means the notice issued by Company to Supplier indicating acceptance of Deliverables in respect of the PO.
- 25. **"Force Majeure Event"** means one (1) of the following events: acts of God, acts of civil or military authority, governmental restrictions, fires, wars, acts of foreign enemies, terrorist acts, riots, earthquakes, storms, typhoons or floods (other than delays caused by Supplier, Subcontractors and/or Supplier Personnel) and excludes, amongst other things, pandemic, any lockout, labour dispute or shortage, strike, slow, obstructive or disruptive work by Supplier Personnel or those of its agents, Subcontractors or suppliers or any tariffs or import quotas.
- 26. **"GST"** means the goods and services tax chargeable under the Goods and Services Tax Act 1993.
- 27. **"Health Authority"** means any national or international health authority, including, the World Health Organisation ("**WHO**"),

Ministry of Health of Singapore ("**MOH**"), Health Sciences Authority of Singapore ("**HSA**"), and their successors or assigns.

- 28. **"Intellectual Property Rights"** means:
  - (a) all copyright, patents, trademarks, service marks, layout design rights, registered designs, design rights, trade secrets, database rights, including those relating to computer software, and any other industrial or intellectual property rights; and
  - (b) any experience, methods, techniques, trade or business names, inventions, innovations, unpatentable processes, technical information, specifications, recipes, secret formulae, designs, plans, documentation, drawings, data or processes, discoveries, lists of 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.
- 29. **"Key Supplier Personnel"** refers to Supplier Personnel, designated by Company in the PO and/or by notice in writing, who are to remain involved on a full time basis, during the term of the PO.
- 30. **"Late Payment Interest"** means the interest at the rate of one point five per cent (1.5%) per month or the maximum rate of interest permitted by law whichever is lower, charged to Supplier on any delayed payment by Supplier to Company.
- 31. **"Legal Requirements"** means all laws (including subsidiary legislations), regulations, judgements, injunctions, guides, guidelines, codes of practice, local or international standards, best practices, conditions, directives, policies or measures of any kind on the part of any government, regulatory body, court or competent authority (including Health Authorities) in all applicable jurisdictions and any permits and licences, applicable or necessary for the performance of an activity or undertaking in any applicable jurisdiction, and as may be amended, from time to time, including:
  - (a) the Health Products Act 2007, Healthcare Services Act 2020, Healthcare Services (General) Regulation 2021, Environmental Protection and Management Act 1999, the Workplace Safety and Health Act 2006, the Poisons Act 1938 and the Misuse of Drugs Act 1973; and
  - (b) the Guide to Good Manufacturing Practice for Therapeutic Products issued under the Pharmaceutical Inspection Co-operation Scheme and the Guidance Notes on Good Distribution Practice.
- 32. **"Liquidated Damages"** means the amount equivalent to one per cent (1%) of the relevant Charges for such Deliverable for each day of delay (including Sundays and public holidays) or part thereof after the relevant deadline up to:
  - (a) the date of actual delivery; or
  - (b) in case of non-delivery, the date of termination with respect to such Deliverables,subject to a maximum of ten per cent (10%) of the Charges for such Deliverable.
- 33. **"Losses"** means all losses, liabilities, damages, settlement sums, charges, expenses, fees and costs, including penalties, legal costs and all other professional costs and expenses, on a full indemnity basis, whether foreseeable or not.
- 34. **"Medico-Legal Complaint"** means a complaint in relation to any matter of medical or professional management and/or potential malpractice liability.
- 35. **"Other Costs"** means all other fees payable by Company to Supplier for freight, delivery, storage where specified in the PO.
- 36. **"Pandemic"** means outbreak, epidemic or pandemic (including any outbreak of avian flu, H1N1 flu, Covid-19).

37. **"Pandemic Illness"** means an illness related to the Pandemic.
38. **"Party"** means either Company or Supplier, and **"Parties"** means both Company and Supplier.
39. **"PDPA"** means the Personal Data Protection Act 2012.
40. **"Project Materials"** means any intellectual property, including 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) and Services and/or Deliverables, that is created, conceived, designed, practiced, prepared, produced or developed by Supplier:
- for and on behalf of, Company in connection with or otherwise resulting from the PO;
  - during the course of the PO;
  - based upon knowledge or information learned or gained from Company; or
  - resulting from the use of Company's facilities, personnel, or materials.
41. **"Purchase Order"** or **"PO"** means a purchase order, which has been issued by Company, that is subject to these PO T&Cs.
42. **"Resolution Meeting"** means the meeting to be held by Parties to resolve a Dispute.
43. **"Resolution Notice"** means the written notice issued by the aggrieved Party setting forth in detail the nature of its Dispute, requesting a Resolution Meeting at a specified venue.
44. **"Services"** means the specific services set out in the PO, to be supplied and delivered by Supplier to Company, and other services, functions, responsibilities and obligations of Supplier to be provided under the PO, including all services necessary to deliver Deliverables.
45. **"Shelf Life Period"** means twenty-four (24) months or such other period as may be specified by Company, commencing from the date of Final Acceptance Notice or such other date as may be specified in the PO, whichever is later.
46. **"SIAC"** means the Singapore International Arbitration Centre.
47. **"SIAC Rules"** means the Arbitration Rules of the SIAC.
48. **"Specifications"** means the detailed technical, functional, performance, scope of work, and other requirements and specifications for Deliverables and Services set out in the PO and shall include all requirements not expressly agreed upon which are reasonably necessary for the proper, stable and efficient functioning of such deliverables, and/or receipt of such services.
49. **"Staff"** means employees, subcontractors or agents.
50. **"Subcontractor"** means a subcontractor of Supplier, that is, any person, firm or company approved in writing by Company to furnish goods or services directly or indirectly to Supplier for purposes of the PO.
51. **"Supplier Personnel"** means employees, personnel, secondees, agents, principals, representatives and contractors of Supplier, who are individuals, and includes employees, personnel, secondees, agents, principals, representatives and contractors of Subcontractor, who are individuals.
52. **"Transferee"** means the third party to whom any of the rights and/or obligations of Supplier under a PO are delegated, assigned, novated, sub-licensed, sub-contracted, mortgaged or charged.
53. **"Virus(es)"** means: (a) any and all forms of defective, malicious, surreptitious, destructive or corrupting code, agent, macro or any other program, including viruses, Trojan Horses, worms and logic bombs or any other software code, routine, components or hardware, which are designed to permit unauthorized access, to disable, erase, corrupt, shut down, disrupt the normal operation of or otherwise harm, damage or impede the use of any information system, software, hardware, equipment 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 Deliverables or Company Systems, or any part thereof or other system containing the code.
54. **"Warranty Period"** means twenty-four (24) months or such other period as may be specified in the PO, commencing from the date of the Final Acceptance Notice, date of completion of repair or receipt of replacement, or such other date as may be specified in the PO.
55. **"Withdrawn Products"** means products, equipment and/or deliverables that are subject to any product recall, withdrawn from supply (voluntarily or otherwise), determined (voluntarily or otherwise) to be hazardous or potentially dangerous to health, brought under investigation or review and/or withdrawn from legal supply in any jurisdiction, whether by any Health Authority or relevant authority, Supplier or Company.
56. **Interpretation and References:** In these PO T&Cs, any reference to: (i) **"include"**, **"includes"** or **"including"** will be deemed to be followed by the words **"without limitation"**; (ii) **"may"** means has the right, but not the obligation to do something and **"may not"** means does not have the right to do something; (iii) **"will"** and **"shall"** are expressions of command, not merely expressions of future intent or expectation; (iv) any party will be construed as a reference to such party's successors and permitted assigns; (v) any pronoun shall include the corresponding masculine, feminine and neuter forms; and (vi) dates and times are to Singapore time. Words importing the singular only shall also include the plural and *vice versa* where the context requires. 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, and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning.
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## Schedule 2

### Specific Requirements

- Spare Parts:** Unless otherwise stated, Supplier shall guarantee that spare parts and consumables for Deliverables supplied will be available for a period of at least five (5) years from date of commissioning of Deliverables. If these become unavailable as a result of product obsolescence, Supplier shall undertake to provide economically viable alternatives.
- Electrical Deliverables (unless otherwise stated)**
  - All electrically operable Deliverables shall be directly operable from 230V (+ / ) 6%, 50 (+ / ) 2 Hz single phase AC supply.
  - All configurations of modules with mainframes, mobile carts or consoles, and displays or recorders, intended to be used as single systems at bedsides, central stations, on mobile carts or consoles as indicated in the specifications, shall be so interconnected that the complete system may be energised via a single 13A, 3 pin mains power plug.
  - All mains operated electrical Deliverables shall be supplied complete with suitably insulated and sheathed three core (two core for IEC Class II Products) hospital grade flexible power cords of voltage and current rating appropriate to Deliverables. For operating theatre use, Deliverables shall be supplied with flexible power cords each of not less than 3m length, although the exact length shall be negotiable later. The flexible power cord shall be fitted with a three pin high impact, unbreakable nylon body electrical plug meeting BS 1363/A. The plug shall be of good quality consistent with hospital safety and shall be equivalent in

quality to "Volex V. 1307W", "BICC 3583 07", or "MK Toughplug" 13A nylon plugs. The plug shall be wired in conformance with Paragraph 6.5 of IEC 601 1.

3. **Processing of dates:** Unless otherwise stated, Deliverables and/or Services shall, to the extent to which it 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.
4. **Installation and assembly**
  - (a) Supplier shall provide all services including maintenance, installation and performance of electrical safety checks and functional checks necessary to enable Deliverables to be operational for its intended purpose. Supplier shall ensure that Deliverables are safe for patient use and for the personnel involved in the operation of Deliverables by carrying out the necessary standard works tests, safety and performance verification checks, and submitting the requisite documentary evidence to Company before delivery to Company and Supplier shall, where available, promptly supply to Company on request, copies of the specification of such works tests and checks, and the certificates that Deliverables has passed the same.
  - (b) Where it is indicated in the PO that, for a particular Deliverables, any installation, assembly or testing is required, the Supplier shall:
    - (i) promptly after delivery and at its own cost and expense, install, assemble, configure, integrate, test, implement and commission Deliverables at Company Premises and provide Deliverables Ready for Use within fourteen (14) days after Delivery Date unless otherwise set out in the PO;
    - (ii) exercise due care and diligence in performing the installation, assembly, configuration, integration, testing, implementation and commissioning of Deliverables, including fully acquainting itself with the structural, electrical, plumbing and/or other provisions pertinent to Deliverables to be supplied;
    - (iii) be solely responsible for all costs and expenses incurred in the provision of special equipment, personnel or works necessary to move Deliverables to and install, assemble, configure, integrate, test, implement and commission Deliverables at Company Premises;
    - (iv) where Deliverables are required by Company to be integrated, networked and/or connected with Company Systems, be responsible for ensuring that such Deliverables are integrated with Company Systems as a whole system and operates in accordance with, fulfil the relevant Specifications of and do not adversely affect the performance or functionality of, Company Systems. Supplier agrees to co-operate with and work alongside Company's third party vendors and each of their respective employees, vendors and agents (and such other equipment, applications, systems or other facilities as may be used) to ensure that Deliverables work correctly together with such other equipment, applications, systems or other facilities. Regardless of the cause of any fault or issues, Supplier shall, upon reasonable request by Company, co-operate with such other third party vendors as may be necessary to remedy any faults or issues with the proper performance of Deliverables or any other equipment, applications, systems or other facilities that interface with such Deliverables; and
    - (v) if any data transmitted or processed in connection with or during the use of any Deliverables are either lost or degraded or unusable, without prejudice or limitation to any other rights and/or remedies of Company, Supplier shall be liable to compensate Company for any Losses

it suffered and/or incurred including the cost of reconstitution of such data and any charges levied for its transmission and any other costs in connection with such default.

### **Schedule 3 Personal Data**

1. Supplier acknowledges that Company's Personal Data is the property of Company and Company retains all rights, title and interest (including all Intellectual Property Rights) which may, at any time, subsist in and to Company's Personal Data. To the extent that any rights in any of Company's Personal Data vest in Supplier by operation of law, such rights are hereby assigned by Supplier to Company by operation of this clause immediately upon such vesting.
2. Supplier agrees and undertakes, and shall procure that the Data Handlers agree and undertake, to Company as follows:
  - (a) any collection or use of Company's Personal Data shall be strictly for the performance of Supplier's obligations under the PO to Company and that no collection, use or disclosure of Company's Personal Data shall be permitted without the consent of Company, and in any event, must not exceed any consents provided by any person in connection therewith to whom Company's Personal Data relates, unless otherwise permitted at law;
  - (b) to the extent that any of the Data Handlers collects, uses or discloses Company's Personal Data where the consent therefor has not been obtained directly from the individuals to which Company's Personal Data relates, such Data Handler agrees and acknowledges that it does so at its own risk, and such Data Handler shall at its own cost and expense ensure that all necessary consents in accordance with all applicable laws and regulations, including without limitation PDPA, have been obtained from the relevant individuals;
  - (c) each Data Handler shall keep all Company's Personal Data confidential and not disclose Company's Personal Data to any person unless such Data Handler:
    - (i) shall have obtained the prior written consent of Company, which consent may be subject to such reasonable conditions that Company may impose but without derogating from the spirit and intent of the PO in permitting the use of Company's Personal Data; or
    - (ii) 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 Company when it becomes aware that a disclosure of Company's Personal Data may be required in order to comply with applicable law and explain the necessity of such disclosure;
  - (d) each Data Handler shall employ administrative, physical and technical safeguards (including safeguards against Viruses) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Company's Personal Data, or other similar risks and ensure that Company's Personal Data is afforded protection in accordance with PDPA;
  - (e) in the event of a Data Breach relating to Company's Personal Data in the possession of or under the control of the Data Handlers, the Data Handlers shall:
    - (i) immediately notify Company in writing, the full particulars of the Data Breach and take all necessary steps to contain and remedy the Data Breach, and prevent its reoccurrence;
    - (ii) keep Company fully informed of all steps taken in remedying the Data Breach by providing written reports to Company or when such reports are requested by Company; and

- (iii) provide all necessary assistance to Company in the investigation and/or litigation with respect to the Data Breach, provide access to all information related to the Data Breach and take all necessary actions as required in managing the Data Breach;
- (f) each Data Handler shall, in respect of Company's Personal Data collected, used, disclosed, accessed and/or processed by such Data Handler in connection with the PO, comply with any requests, directions or guidelines which Company may provide such Data Handler from time to time;
- (g) each Data Handler shall appoint an officer to address all requirements of Section 11 of PDPA and other applicable laws and regulations in relation to 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 Company's Personal Data;
- (h) upon the expiry or termination of the Purchase Order, each Data Handler shall deliver to Company in a form specified by Company all records relating to Company's Personal Data which it has collected, used or disclosed in connection with the PO, together with all documentation, books, records and evidence of any and all consents or agreements with third parties relating to Company's Personal Data. Such Data Handler shall thereafter at its own cost and expense return, delete, expunge or destroy Company's Personal Data and all records thereof and provide upon Company's request such evidence of deletion or destruction as Company may require;
- (i) each Data Handler agrees to fully defend, indemnify and hold harmless 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 Data Indemnified Persons or its related corporations or associated companies may suffer in connection with any breach of the PO, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of any of the Data Handlers or otherwise howsoever. This clause shall survive the expiry or termination of the PO (howsoever caused); and
- (j) each Data Handler shall, at its own expense, procure all necessary consents in accordance with all applicable laws and regulations, including PDPA, from Supplier Personnel, its directors, officers, representatives, agents, invitees and/or licensees, who are individuals, for the collection, use and disclosure of any of the personal data, as defined in PDPA, of such individuals by Company, its related corporations and/or its sub-contractors for the performance of the PO. The handling of such personal data is subject to Company's data protection policy, where applicable.
3. 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 Company's Personal Data, all consents relating thereto, and shall upon reasonable notice by 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 Company or its agents or representatives to make copies thereof. Supplier shall further, and shall procure each of other Data Handlers to, provide such information as Company may from time to time require to verify compliance with its obligations under the PO or at law. Supplier shall permit Company, upon Company's request, to conduct audits on its premises and systems to ensure that the transfer, collection, use and disclosure of Company's Personal Data is in compliance with the requirements of PDPA and the obligations set out in this Schedule. Supplier shall render all necessary assistance to Company for the purposes of such audits.
4. Supplier shall not transfer Company's Personal Data to a place outside Singapore without Company's prior written consent, which consent, if given, may be provided subject to Supplier issuing such written undertakings or agreeing to further terms as Company may require, including but not limited to, the following:
- the review of the taking of such steps as Company may deem reasonable for ensuring that a standard of protection comparable to the protection under PDPA is achieved;
  - in connection with Company's Personal Data received via or from Singapore, Company's Personal Data may only be transferred to, collected, used and disclosed by the Data Handlers within the territories to which Company has provided prior written consent; and
  - it shall ensure and procure that the overseas recipient of Company's Personal Data shall provide a standard of protection in relation to Company's Personal Data that is comparable to the protection applicable thereto under PDPA as amended from time to time.
5. For the purposes of this Schedule,
- "Company's Personal Data"** means any personal data, as defined in PDPA, collected by Company and/or its related corporations, their agents and representatives, and third party service providers and disclosed to Supplier by any of the aforesaid persons for the purpose of the PO;
  - "Data Breach(es)"** refers to any one or more of the following:
    - any unauthorised access, collection, use, disclosure, destruction, disposal, copying, modification, damage, corruption or loss of Company's Personal Data;
    - any access or use of Company's Personal Data for an unauthorised purpose;
    - any access or use of Company's Personal Data by an unauthorised person;
    - any use of unauthorised security tokens, codes or keys, which may compromise the security, confidentiality, or integrity of Company's Personal Data;
    - misplacement of any secured storage device containing Company's Personal Data;
    - any breach of PDPA in relation to Company's Personal Data; or
    - any other act or omission that may cause or result in Company being in breach of PDPA;
  - "Data Handler"** means Supplier, its directors, officers, advisors, Supplier Personnel and Subcontractors;
  - "Data Indemnified Persons"** means Company, and its directors, officers, employees, personnel, representatives, agents, subcontractors and advisors; and
  - any capitalised terms used in this Schedule which are not defined herein but are defined in PDPA shall bear the same meaning as set forth in PDPA.

#### Schedule 4

##### Security Requirements for Access to Company Premises

- All Supplier Personnel shall report to the Operating Theatre reception / assigned Department / Security Department / Designated Clinical Area (as the case may be) and obtain visitor passes prior to entering the premises of Company. Such visitor passes must be worn and prominently displayed by each Supplier Personnel for the duration of his visit. Visitor passes shall be returned to the Operating Theatre Reception / assigned Department (as the case may be) upon exit.
- All Supplier Personnel are to report to the Operating Theatre Reception / assigned Department / Security Department / Designated Clinical Area (as the case may be) at the appointed time, sign in and report to the assigned nurse or storekeeper in charge of the store.
- Supplier Personnel who are allowed entry into the Operating Theatre / assigned Department / Security Department / Designated Clinical Area (as the case may be) of Company for

topping up of stock quantity ("Topping Up") shall only be given entry on the appointed Topping Up days and times for checking of the stock level and Topping Up of stock. The appointed days and time shall be mutually agreed between the Operating Theatre Nurse Manager / assigned Department Manager (as the case may be) and Supplier.

4. All Supplier Personnel are to adhere strictly to the appointed days and time. They are to notify Operating Theatre's Nurse Manager / assigned Department Manager in charge (as the case may be) if they are unable to turn up at the appointed time for reappointment.
5. None of Supplier Personnel shall enter any non-public part of the premises of Company, including without limitation the operating theatres and storage areas, except with the prior approval of the relevant Nurse / Department Manager.
6. All Supplier Personnel shall comply with such requirements as to attire while on the premises of Company as may be stipulated by Company or by any of Company's staff.
7. All Supplier Personnel shall immediately comply with instructions from the staff of Company, including any instructions to stay out of or depart from any part of the premises of Company.
8. None of Supplier Personnel shall solicit business or promote any products or services to the staff of Company or any person on the premises of Company, unless they are specifically requested to do so by the staff of Company.
9. Supplier Personnel performing "Topping Up" are required to stock take and print out a suggested order for Operating Theatre / assigned Department / Security Department / Designated Clinical Area (as the case may be). The relevant Nurse Manager or staff in charge of the store would verify the suggested order and fax to Supplier. Upon receiving the suggested order, Supplier shall supply the required items.

#### **Additional Requirements and Guidelines for Supplier's Access to Restricted Area in Company Premises**

10. Where in the course of performance of any of a Supplier's obligations under the PO, Supplier Personnel is required to access any operating theatre during the course of surgical procedures and/or area of perioperative environment or clinical area designated for patient care situated in Company Premises (collectively "**Restricted Area**"), Supplier shall:
  - (a) ensure that it has bona fide supportive and/or educational reasons to require such access;
  - (b) have sought Company's prior written permission for such access and comply with all requirements and processes for seeking such permission including provision of declaration of immunization status of such Supplier Personnel for Varicella vaccine, measles, mumps rubella and any other vaccinations and undertakings as may be required by Company; and
  - (c) ensure that prior written permission of Company for such access is obtained before any access by such Supplier Personnel to such Restricted Area.
11. Where Company's written permission for access to a Restricted Area is obtained by Supplier, Supplier shall:
  - (a) ensure that Supplier Personnel permitted for such access comply with all terms and conditions relating to such written permission of Company;
  - (b) where the Restricted Area is a perioperative environment, unless otherwise permitted by Company, ensure that it is accessed only by one (1) Supplier Personnel permitted for such access; and
  - (c) ensure Supplier Personnel shall stay within the waiting area (such as exit lobby) assigned by Company and only access such Restricted Area at such time and in such manner as may be permitted by Company.

#### **Additional Requirements and Guidelines for Management of Products and Surgical Instrument Sets**

12. **Management of Products:** During the term of the PO when there is:

- (a) no outbreak of a Pandemic, Supplier shall additionally comply and work in accordance with Company's requests, directions, guidelines and management protocols in respect of Supplier's periodical inspection and maintenance of stock quantity.
  - (b) an outbreak of a Pandemic, Supplier shall comply and work in accordance with Company's requests, directions, guidelines and management protocols in respect of Supplier's maintenance of stock quantity when Supplier's access to Company's Premises or any part of it or Supplier's ability to conduct physical inspection of the stock quantity has otherwise been affected.
13. **Management of Free-On-Loan Consignment Surgical Instrument Sets:** Where free-on-loan surgical instrument sets are supplied by Supplier with/for any of the Products for consignment to Company under a PO issued by Company, Supplier shall ensure that:
    - (a) such surgical instrument sets shall be surgically cleaned, sanitised, sterilised and lumens and shall be functional and in good working condition;
    - (b) a surgical instrument checklist with an accompanying picture of each surgical instrument shall be placed on every instrument tray;
    - (c) such instrument tray and container shall be free of sharp edges;
    - (d) the weight of each instrument set or tray shall not exceed 10 kg; and
    - (e) the size of each instrument tray or container shall be of the following dimension:
      - (i) Length – 600mm
      - (ii) Width – 280mm
      - (iii) Height – 152 mm

#### **Schedule 5 Supplier Personnel**

1. Supplier shall:
  - (a) throughout the term of the PO, provide, assign and maintain sufficient number of Supplier Personnel to: (i) provide Services and Deliverables; (ii) meet all deadlines under the PO; and (iii) fulfil all other obligations under the PO;
  - (b) ensure that all Supplier Personnel used or deployed by Supplier to provide Services or 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 Services and/or Deliverables which they are engaged or deployed by Supplier to perform or in the fulfilment of the other obligations under the PO they are to perform;
  - (c) ensure that all Supplier Personnel satisfy the requirements set out in the relevant Specifications or otherwise agreed with Company; and
  - (d) within two (2) weeks from Company's request or from the Effective Date, whichever is earlier, provide Company (as the case may be) with full details of all Supplier Personnel, including their qualifications, years and area of experience, and roles and responsibilities in relation to the provision of Services and Deliverables. Supplier shall ensure that Company is from time to time notified in writing of all Supplier Personnel which Supplier proposes to engage or has engaged in the provision of Services and/or Deliverables and whose presence is required at any of the Sites.
2. In relation to the provision of Services and Deliverables, Supplier shall, where additional manpower is necessary, mobilise sufficient manpower in order to fulfil its obligations under the the PO, and meet any applicable deadlines, at no additional cost to Company.

3. Nothing in the PO is to be construed to constitute or deem any Supplier Personnel as the employee or agent of Company.
  4. No illegal workers (foreign or otherwise) shall be employed by Supplier in the execution of any part of Supplier's obligations under the PO in contravention of any Legal Requirements.
  5. Supplier undertakes to procure and/or execute such agreements with Supplier Personnel as are necessary to ensure that the provisions of the PO relating to such Supplier Personnel are complied with. Without prejudice to the generality of the foregoing, Supplier undertakes to enter into the necessary agreements at its own cost, with its Supplier Personnel and all other persons who will provide 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 Company under the PO, to ensure that the rights granted under the PO by Supplier to Company are free from all encumbrances or conflicting rights of such Supplier Personnel and other persons.
  6. Supplier shall ensure that all Supplier Personnel and Subcontractors must obtain and display the relevant security pass when providing Services and/or Deliverables at the Sites or any other location as may be required by Company.
  7. Supplier shall not replace any Key Supplier Personnel without the prior written consent of Company, which shall be in the absolute discretion of Company. Without prejudice to the foregoing, a Key Supplier Personnel shall be replaced by Supplier within fourteen (14) days of the issuance by Company of a notice requiring such replacement if such member does not carry out his duties and obligations to the satisfaction of Company.
  8. All Supplier Personnel shall be subject to security clearance and approval of Company before they are assigned to provide Services or Deliverables, for Services or Deliverables required to be provided at the premises of Company.
  9. For the purposes of this Schedule, "**Site**" means the location where Services are to performed or provided as set out in the PO or such place or places as Company may from time to time authorise or direct.
- (g) "**cybersecurity**" has the meaning given to it in the Cybersecurity Act;
  - (h) "**Cybersecurity Act**" means the Cybersecurity Act 2018 of Singapore and any amendments or updates to the same;
  - (i) "**Cybersecurity Authority**" means any cybersecurity supervisory authority (and its authorised officers, delegates, and/or agents) which has jurisdiction over the enforcement of Applicable Cybersecurity Laws in Singapore, including without limitation:
    - (i) the Ministry of Communication and Information of Singapore;
    - (ii) the Cyber Security Agency of Singapore;
    - (iii) the Commissioner of Cybersecurity, Deputy Commissioner of Cybersecurity, Assistant Commissioner, cybersecurity officer, incident response officer, and/or assistant licensing officer appointed under and pursuant to the Cybersecurity Act; and/or
    - (iv) a police officer, and/or an authorised person acting in an official capacity pursuant to a criminal investigation, including exercising powers under Section 40 of the Criminal Procedure Code 2010 to access decryption information;
  - (j) "**Cybersecurity Breach**" means a cybersecurity incident, cybersecurity threat or cybersecurity vulnerability involving or affecting Services, Deliverables, and/or any Interconnected System, including without limitation the following:
    - (i) any unauthorised hacking to gain unauthorised access to or control thereof;
    - (ii) any installation or execution of unauthorised software or computer code, of a malicious nature thereof;
    - (iii) any man-in-the-middle attack, session hijack or other unauthorised interception by means of a computer or computer system of communication between any systems, and an authorised user of such system(s), as the case may be; and/or
    - (iv) any denial of service attack or other unauthorised act or acts carried out through a computer or computer system;
  - (k) "**cybersecurity incident**" has the meaning given to it in the Cybersecurity Act;
  - (l) "**Cybersecurity Standards**" means such cybersecurity standards, procedures and policies as may be required of Company including those published or promulgated by a regulatory authority;
  - (m) "**cybersecurity threat**" has the meaning given to it in the Cybersecurity Act;
  - (n) "**cybersecurity vulnerability**" has the meaning given to it in the Cybersecurity Act;
  - (o) "**Interconnected System**" means any computer or computer system that is interconnected with or that communicates with Services and/or Deliverable (including any System);
  - (p) "**non-CII**" has the meaning given to it at clause 2.1 of this Schedule;
  - (q) "**Plan**" has the meaning given to it at clause 4.1(b) of this Schedule; and
  - (r) "**System**" means any computer or networking system, hardware, software, of any description.

## Schedule 6 Cybersecurity

### 1. Definitions for this Schedule

- 1.1 In this Schedule only, unless the context otherwise requires, the following additional words and expressions shall have the meaning assigned hereunder:
  - (a) "**Applicable Cybersecurity Laws**" means, in respect of a Party, any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding instrument in connection with cybersecurity (including regulations thereof) and/or related crime in Singapore, including:
    - (i) the CMA; and
    - (ii) the Cybersecurity Act (including such codes of practice, standards of performance, or written directions as may be issued or approved pursuant to the Cybersecurity Act),
 in each case as amended, consolidated, re-enacted or replaced from time to time;
  - (b) "**CCOP**" means the Cybersecurity Code of Practice for CII as issued by the Cybersecurity Authority as updated from time to time;
  - (c) "**CII**" has the same meaning as "critical information infrastructure" under the Cybersecurity Act;
  - (d) "**CMA**" means the Computer Misuse Act 1993 of Singapore;
  - (e) "**computer**" has the meaning given to it in the Cybersecurity Act;
  - (f) "**computer system**" has the meaning given to it in the Cybersecurity Act;
- 1.2 References to Personnel includes directors, officers, departments, employees, servants and agents.
- 1.3 All other terms in this Schedule shall have the meanings assigned to them under the PO.
- 1.4 Supplier shall perform all obligations and comply with this Schedule without further cost to Company.

### 2. Application of Provisions in this Schedule to CII and Non-CII

- 2.1 This Schedule shall apply regardless of whether any Services and/or Deliverables are supplied or connected with in any way to any System which is designated CII (or forms a component of, or become and Interconnected System with a designated CII) or not ("non-CII").
- 2.2 Notwithstanding the foregoing, Company has the right and authority to relax or waive any requirement under this Schedule for non-CII (or any part thereof) which it determines (in its sole and absolute discretion) to be applicable only to CII. Supplier agrees that any determination in clause 2.2 of this Schedule is unique and that Supplier shall not assume or treat previous determinations as being guidance for, or determining, further instances.
- 2.3 In respect of CII, Supplier shall assist Company to apply measures as may be prescribed, recommended or required by the Cybersecurity Authority including but not limited to any applicable CCOP.
- 3. Cybersecurity-By-Design and Related Measures**
- 3.1 Supplier agrees and undertakes to comply with the Cybersecurity Standards in the supply of Services and/or Deliverables.
- 3.2 Supplier agrees to specifically take into account compliance with Cybersecurity Standards in the supply and design of Services and/or Deliverables including without limitation complying with any applicable security-by-design principles (including such framework as may be issued or endorsed from time to time by the Cybersecurity Authority).
- 3.3 In respect of Deliverables, Supplier agrees and undertakes that:
- it shall implement appropriate technical, organisational and procedural cybersecurity measures;
  - after diligently assessing the requirements of Cybersecurity Standards, that the cybersecurity features and measures in respect of any System, Services and/or Deliverables are appropriate to protect Company against a Cybersecurity Breach, in particular where the processing involves the transmission of data over a network, and including without limitation, against all unlawful cyber activity, and that these features and measures ensure a level of cybersecurity appropriate to the risks presented by the nature of such Services and Deliverables to be protected, having regard to the state of the art and the cost of their implementation; and
  - Supplier shall keep itself apprised of, and comply with, any and all policies, guidelines, circulars or notices relating to cybersecurity ("Cybersecurity Documentation") issued by Company or the Cybersecurity Authority, and to perform its duties in the PO in a manner which is consistent with the Cybersecurity Documentation.
- 3.4 Supplier shall appoint or designate personnel to act as personnel responsible for the co-ordination of all matters arising from or relating to cybersecurity under the PO. Supplier agrees that such personnel shall be qualified and be ready, able and authorised to act on behalf of Supplier in all such matters including, but not limited to, the handling of any and all cybersecurity threats, cybersecurity incidents, Cybersecurity Breaches, and that such personnel shall have sufficient and relevant familiarity and knowledge of any products and services delivered by Supplier to Company including in relation to Interconnected Systems.
- 3.5 Supplier shall ensure that conducts penetration tests and other cybersecurity tests, as required by the Cybersecurity Documentation, on any and all elements or components used in or supplied in connection with the supply of Services and/or Deliverables at such frequencies that Company may specify, but at least on delivery and before Commissioning (or, where no Commissioning is required, upon Acceptance by Company of the same) of any of the same, under the PO.
- 3.6 Supplier shall use best efforts to ensure that any Services and/or Deliverables are supplied in a manner that minimizes security flaws or cybersecurity vulnerabilities (including, in the case of any software or installation, implementation or related

services, including using secure coding practices) and to ensure that there is no Unauthorised Code.

**4. Cybersecurity Breaches and Remediation**

- 4.1 In the event there is, or Supplier reasonably believes that there is, any Cybersecurity Breach, then upon becoming aware of such Cybersecurity Breach, Supplier shall, at no additional cost to Company:
- immediately notify Company affected by a Cybersecurity Breach in writing of all known details of the Cybersecurity Breach, including:
    - a description of the nature of the Cybersecurity Breach (including, where possible, the categories and approximate number of affected parties and computer systems, the resulting effect that has been observed on affected systems or Interconnected Systems thereof, as well as records concerned);
    - the name and contact details of the contact point where more information about the Cybersecurity Breach can be obtained; and
    - a description of the measures taken or proposed to be taken to address the Cybersecurity Breach (including, where appropriate, remedial measures and/or measures to mitigate its possible adverse effects);
  - without prejudice and further to any other obligations under this Schedule, provide to Company affected by a Cybersecurity Breach a plan to continue using any and all Services and Deliverables with Interconnected Systems and any relevant data without being exposed to any security breach, unauthorised use, access, misappropriation, modification, or other compromise (the "Plan") for which further applicable provisions are set out in clause 4.2 of this Schedule;
  - exercise best efforts to mitigate any harmful effect that is known to Supplier, in breach of the terms of the PO, or in connection with the Cybersecurity Breach, including (if appropriate) isolating Services, Deliverables and/or Interconnected Systems;
  - assist Company affected by a Cybersecurity Breach in remediating or mitigating any potential Loss, and to further provide each with regular status updates (including, without limitation, actions taken by Supplier to resolve the Cybersecurity Breach, if any) at mutually agreed intervals or times for the duration of the Cybersecurity Breach;
  - assist Company affected by a Cybersecurity Breach with a root-cause-analysis of the Cybersecurity Breach and not disclose to third parties any information about the Cybersecurity Breach without prior written and express permission from Company affected by a Cybersecurity Breach, unless required under applicable laws in Singapore; and
  - assist and cooperate with Company affected by a Cybersecurity Breach with notifying the Cybersecurity Breach to the relevant Cybersecurity Authority in accordance with Applicable Cybersecurity Laws.
- 4.2 In relation to the Plan, Supplier agrees:
- Company may modify or reject the Plan, and that Company does not owe any obligation to approve the Plan.
  - If the Plan is approved, Supplier shall immediately implement the Plan at its sole expense.
  - If the Plan is modified, Supplier shall use best efforts to implement the modified Plan at its sole cost and expense and re-submit the same for approval.
  - The Plan may require Supplier to modify any and all Services or Deliverables (or any part thereof) without affecting its capacity and supply in any respect.
- 4.3 Supplier shall, for no additional cost to Company, provide all timely and necessary support, access, information and assistance required by Company affected by a Cybersecurity Breach in respect of any investigations.
- 4.4 Where required and as may be directed by Company:



- (a) Regulatory Audits and risk assessments: Supplier acknowledges and agrees that it shall:
- (i) participate and support cybersecurity audits initiated pursuant to mandatory legal or regulatory requirements of at least once every two (2) years or at such higher frequency as may be directed by Company;
  - (ii) participate and support cybersecurity risk assessments at least once every year or at such higher frequency as may be directed by Company;
  - (iii) grant any access, information and assistance required to Company, and their relevant auditor(s) or assessors (or persons facilitating or executing the assessments) as the case may be.
- (b) Post Audit or assessment Rectification Plan: The Parties agree that where any rectification plan is required by Company, and/or a Regulator following the audit or assessment referred to in clause 4.4(a) of this Schedule, Supplier agrees that, to the extent that any rectification involves remediating a breach of the Cybersecurity Standards and any other relevant standards, codes, regulations, laws, or contract breaches that are caused in any way (and/or to any extent) by any Services or Deliverables or their supply, Supplier shall, for no additional cost to Company:
- (i) submit a rectification plan to Company to address all non-compliance within fifteen (15) days of receipt of the audit findings as detailing in full such actions as may be required or is desirable to address all non-compliance and setting out best efforts timelines for implementing the measures;
  - (ii) revise such rectification plan following its consultation with Company and/or the Regulator within such (and the shortest of any) timeframe as any of them may prescribe; and
  - (iii) implement and complete any rectification plan approved by Company and/or Regulator within such (and the shortest of any) timeframe as any of them may prescribe.
- (c) To the extent that any rectification does not involve a breach of Cybersecurity Standards and any other relevant standards, codes, regulation, law, or contract breaches, caused or contributed by any Services or Deliverables or their supply, the terms and procedures in respect of a Change Request shall be applied to address the same, but Supplier agrees to modify and apply the same in such manner so as to achieve them within such (and the shortest of any) timeframe as any of them may prescribed by Company.

## 5. Information Requests and Notification of Material Changes

- 5.1 Notwithstanding that Supplier may be required to furnish any of the following information under the PO in the absence of this clause 5.1, Supplier undertakes and agrees that it shall, on request by Company, assist with procuring detailed and comprehensive information:
- (a) relating to the function of Services, Deliverables and/or Interconnected Systems;
  - (b) relating to the design, configuration and security of Services, Deliverables and/or any Interconnected System;
  - (c) relating to the operation of Services, Deliverables and/or any Interconnected System, including, if any, the name of any outsourced service provider supporting Services, Deliverables and/or Interconnected System, as the case may be, and the nature of such outsourced service);
  - (d) as the Cybersecurity Authority or a Regulator may require from Company in relation to Services, Deliverables and/or Interconnected System, including information that the relevant Cybersecurity Authority may require to ascertain the level of cybersecurity of the same; and
  - (e) relating to an audit and/or cybersecurity risk assessment conducted by Company pursuant to Applicable

Cybersecurity Laws and/or on instruction by the relevant Cybersecurity Authority.

- 5.2 If, after any information pursuant to clause 5.1 of this Schedule has been furnished by Supplier to Company, a material change is made by or on behalf of Supplier to the design, configuration, security or operation of any of Services, Deliverables and/or Interconnected System (regardless whether this was due to instruction by Company, or pursuant to an obligation under the PO, or otherwise), Supplier undertakes and agrees to inform Company of that material change not later than two (2) weeks after such material change is made. A change is a "material change" if such change affects or may affect the cybersecurity of Services, Deliverables (and/or Interconnected System, as the case may be) or the ability of Company to respond to a cybersecurity threat or cybersecurity incident affecting Services, Deliverables and/or Interconnected System, as the case may be.

- 5.3 Supplier undertakes and agrees to ensure that information provided pursuant to clause 5.1 of this Schedule is not false, misleading, inaccurate and/or incomplete.

## 6. Cybersecurity Exercises

- 6.1 Supplier undertakes and agrees to (and shall procure that Supplier's Personnel shall) exercise all reasonable endeavours and in good faith participate in, cooperate and assist Company with, cybersecurity exercises conducted by the Cybersecurity Authority for the purpose of testing the state of readiness of Company's computers and/or computer systems in responding to significant cybersecurity incidents, if such cybersecurity exercise(s) involve any Services, Deliverables and/or any Interconnected Systems.

## 7. Preservation of Secrecy

- 7.1 Supplier undertakes and agrees that, in all its communications with the Cybersecurity Authority, Supplier shall:
- (a) prior to disclosing Confidential Information to the Cybersecurity Authority, seek prior consent from Company for such disclosure, unless applicable laws of Singapore require otherwise or the Cybersecurity Authority instructs otherwise;
  - (b) in any event, when disclosing Confidential Information to the Cybersecurity Authority for any reason, identify (with a written supporting statement giving reasons why the information is confidential) to the Cybersecurity Authority that such information is Confidential Information, as far as possible accompanying such identification with a confidential version of the document containing (and clearly identifying) the information claimed to be Confidential Information as well as a redacted version of the document (in which the information claimed to be Confidential Information has been removed in such manner as will preserve the readability of the redacted version of the document); and
  - (c) without prejudice of the generality of the foregoing, if Supplier in fact communicates Confidential Information to the Cybersecurity Authority, must without undue delay notify Company of that fact, unless: (i) applicable laws of Singapore require otherwise; or (ii) the Cybersecurity Authority instructs otherwise.

## 8. Enforcement and Indemnity

- 8.1 Supplier further agrees that any breach of the Schedule by Supplier may cause immediate and irreparable harm to Company for which money damages may not constitute an adequate remedy and Supplier agrees that Company may seek injunctive relief to prevent or cease the same, as appropriate.
- 8.2 Supplier shall indemnify and hold harmless Company from any claims, demands, proceedings, investigations or Loss arising from or in connection with any breach of this Schedule (including proceedings and investigations brought by enforcement or regulatory bodies, including the Cybersecurity Authority, and any other Regulator).

## 9. General

9.1 Notwithstanding anything stated anywhere in any document in connection with the PO, in the event of conflict between such document and this Schedule, the provisions of this Schedule shall prevail.