

**GENERAL TERMS AND CONDITIONS
FOR THE SUPPLY OF PROFESSIONAL SERVICES**

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1 DEFINITION

1.1 In this Contract, the following words and expressions shall have the meaning assigned hereunder except where the context otherwise requires:

Affiliate means an organisation institution or entity that:

- (i) is related to the Company by reason of the Company directly or indirectly controlling the organisation/institution;
- (ii) is related to the Company by reason of the organisation/institution directly or indirectly controlling the Company;
- (iii) is related to the Company by reason of both the Company and organisation/institution being, directly or indirectly, controlled by or under the common control of a third party;
- (iv) the Company is obliged to provide support services to that organisation/institution for any reason; or
- (v) that is permitted by the Company to use or access the Application and/or System.

In the context of corporate entities, a person “controls” the entity if it owns and controls

- (i) more than FIFTY percent (50%) of whose shares or other securities entitled to vote for election of directors (or other managing authority) in the entity, or
- (ii) more than FIFTY percent (50%) percent of the equity interest in the entity, or
- (iii) is otherwise able to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise;

Application means the computer programs to be maintained by the Contractor through the delivery of the Services;

Audit Representative is as defined in Clause 20.1 below;

Background IP is as defined in Clause 13.5 below;

Change Request is as defined in Clause 14.1 below;

Company means National Healthcare Group Pte. Ltd.;

Confidential Information is as defined in Clause 22.1 below;

Contract means this agreement (including all schedules and annexes attached) between the Company and the Contractor, with any authorised variations or amendments (including such variations or amendments occurring by way of change requests agreed to by the parties) which would govern the supply and/or performance Services by the Contractor to the Company;

Contract Price means the total price payable to the Contractor under this Contract for the performance of the Services under this Contract;

Contractor means the party who or which has undertaken to perform the Services;

Contractor Material	means software and related system documentation that is proprietary to the Contractor;
CR Delivery Schedule	is as defined in Clause 14.2 below;
Delivery Schedule	means the timelines stipulated by the Company for delivering the Services, and including the timelines in any delivery schedule agreed between the Parties;
Documentation	means the materials to be provided by the Contractor in connection with the Services and from time to time as such materials are developed or updated;
Effective Date	means <Date>;
Emergency Maintenance	means on-call remedial maintenance including replacement of unserviceable parts. All replacement parts will become part of the System;
Exit Date	is as defined in Clause 18.1 below;
Force Majeure Event	is as defined in Clause 21.1 below;
Foreground IP	is as defined in Clause 13.1 below;
Hardware	means the hardware of the System for which Services are to be provided, and as set out in the Requirement Specifications;
Intellectual Property (IP)	means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright (including without limitation, rights in computer software whether in compiled or source form), design rights, trade and business names, domain names and any other similar protected rights or assets in any country;
Intellectual Property Rights (IPR)	means rights arising out of or in connection with Intellectual Property;
Licensee	means the Company or any Affiliate;
Maintenance Services	means the carrying out of any and all operations and procedures necessary to maintain the performance of the Application and/or System in accordance with the standards set out in the Requirement Specifications and shall include, without limitation (i) Standard Services; (ii) Preventive Maintenance; and (iii) Emergency Maintenance;
Non-Contractor Background IP	is as defined in Clause 13.7 below;
Open Source	means any program, code or instruction (“ Code ”) which the Contractor has been licensed to use, which licence has any one or more of the following characteristics: (i) the Codes are freely re-distributable; (ii) the source code form of the Codes are to be made available to all parties; (iii) the Contractor must allow modifications to be made to and permit derived works to be created from any

	<ul style="list-style-type: none"> (iv) work containing the Codes; (v) the Contractor must allow such modifications or derived works to be distributed under the same terms as the license of the original Code; (vi) the source code form of the modifications or derived work are to be made available to all parties; or (vi) the rights attached to the program must apply to all to whom the program is redistributed without the need for execution of an additional license by those parties;
Party	means a party to this Contract and Parties mean all the parties to this Contract;
person	means any company, firm or entity governed by the Business Registration Act, Business Trust Act, Companies Act, Limited Partnerships Act, Limited Liability Partnerships Act or Partnership Act, and shall include any individual or individuals owing, managing, controlling or directing the policies, business and operations in the same;
Personal Data	has the same meaning assigned to this phrase as in Section 2(1) of the Personal Data Protection Act 2012 (No. 26 of 2012) of the Statutes of the Republic of Singapore;
Preventive Maintenance	means maintenance which includes, but is not limited to: <ul style="list-style-type: none"> (i) lubrication; (ii) necessary adjustments and minor repairs; (iii) replacement of unserviceable parts (except consumables); and (iv) installation, testing and the implementation of upgrades;
process	<p>in relation to Personal Data, means:</p> <ul style="list-style-type: none"> (i) to carry out any operation or set of operations in relation to the personal data, and includes recording, holding, organisation, adaptation/alteration, retrieval, combination, transmission or erasure/ destruction; and/or (ii) copy, use, access, display, run, store review, manage, modify, transform, translate, extract components into another work, integrate or incorporate as part of a derivative work; and/or (iii) to permit others to do (i) and (ii). <p>“processing” shall have the corresponding meaning as a verb for the same;</p>
Requirement Specifications	<p>means:</p> <ul style="list-style-type: none"> (i) the specifications and descriptions stipulated in this Contract and the Schedules hereto; and (ii) such other amendments or specification as may be mutually agreed in writing between the Parties; <p>including but not limited to the specifications and descriptions as set out in Schedule 1 SCHEDULE 1;</p>
Services	means any and all services that the Contractor is required to provide to the Company under this Contract as set out in the Requirement Specifications and the Annexes thereto, if any;

Site	means the locations where the Services are to be performed as stated in the Requirement Specifications;
Software	means the software of the System for which Services are to be provided, and as set out in the Requirement Specifications;
System	means the system for which Services are to be provided, and as set out in the Requirement Specifications; and
Work	<p>means and include all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, object or source code, computer software, programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) relating to the subject matter of the Contract or the Services, that are conceived, designed, practiced, prepared, produced or developed by the Contractor:</p> <ul style="list-style-type: none"> (i) during the course of the Services; (ii) (based upon knowledge or information learned or gained from the Company; or (iii) resulting from the use of the Company's facilities, personnel, or materials.

- 1.2 References in this Contract to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neutral genders and vice versa and references in this Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.
- 1.3 The paragraph or clause headings and marginal notes in this Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Contract.
- 1.4 References to clauses and schedules shall be references to Clauses of and the Schedules to this Contract. The Schedules are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Contract.
- 1.5 References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.
- 1.6 Any reference to "day" shall mean a period of TWENTY-FOUR (24) hours, ending at TWELVE (12) midnight.
- 1.7 If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. Where expressed by reference to a person in Singapore, business day means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in Singapore and, where expressed by reference to the jurisdiction of a person other than Singapore, means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in the jurisdiction of that person, then that time is deemed to only expire on the next business day.

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

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

- [Schedule 1](#) – Requirement Specifications
- [Schedule 2](#) – Pricing
- [Schedule 3](#) – [Not Used]
- [Schedule 4](#) – Assumptions
- [Schedule 5](#) – Form of Banker's Guarantee

2 SCOPE OF SERVICES AND DEFINITIONS

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

2.2 The Contractor shall have the duty to take all steps to familiarize themselves with the functions and operations of the Application and/or System so as to be able to carry out the Services as set out in the Requirement Specifications.

2.3 In the event of any discrepancy, error or omission on the part of the Company in this Contract or the Requirement Specifications, the Company shall resolve the discrepancy, error or omission and such resolution shall be final and binding. The Company may permit an increase in price where such resolution resulted in additional Services being furnished by Contractor. Where such resolution resulted in a decrease of Services being supplied, Contractor shall reduce its price correspondingly.

2.4 In the event of any discrepancy, error or omission on the part of the Contractor in the fulfilment of the Requirement Specifications, the Contractor shall resolve the discrepancy, error or omission to the satisfaction of the Company and there shall be no increase in the price payable to the Contractor where additional Services are furnished to the Company. Where such resolution resulted in a decrease of Services being supplied, Contractor shall reduce its price correspondingly.

2.5 The Contractor acknowledges and agrees that whilst the Company is the contracting party to this Contract, Services may be delivered to or enjoyed by or performed for the benefit of the Company's Affiliates. Whilst the Company's Affiliates may place their request for the Services directly with the Contractor and the Contractor shall perform the Services as though such request was made by the Company, no Affiliate shall have the power or authority to modify or change any aspect of this Contract.

Use of Open Source Material

2.6 If the Contractor intends to use or include any Open Source material in connection with any Work delivered to the Company, the Contractor shall notify the Company in advance and obtain the Company's prior written approval before doing so. Any such notice shall:

- 2.6.1 clearly identify the Open Source material and state the reasons for wanting to use or include the Open Source material;
- 2.6.2 describe the component of the System which would contain the Open Source material;

- 2.6.3 include a copy of the licence agreement which governs the use of the Open Source material; and
- 2.6.4 indicate the source of the Open Source material (including the URL at which location the Open Source material may be found or downloaded from).

The Company may or may not grant approval at the Company's absolute discretion.

- 2.7 In the event that the Contractor receives a request from a third party for the source codes to that part of the System which utilises or contains Open Source material, the Contractor shall forthwith obtain the particulars of that third party (including without limitation the name and address of that third party and the purpose for the third party's request) and forward such particulars to the Company.
- 2.8 Notwithstanding the Company's written approval for the use or inclusion of any Open Source material, the Contractor shall remain responsible and liable for any part of the System which contains or utilises the Open Source material.

3 DURATION

- 3.1 This Contract shall commence from the Effective Date and [shall continue for a period of [] years with an option for the Company to extend this Contract for a further [] year(s) on the terms and conditions herein save for this option] **OR** [, unless terminated by the Company or otherwise mutually agreed, this Contract shall be perpetually and automatically renewed from year to year on the expiry date on the same terms and conditions contained herein PROVIDED ALWAYS that there shall be no break between the expired term and each subsequent new term] .

4 CONTRACT PRICE

- 4.1 In consideration of the Contract Price as set out in [Schedule 2](#), the Contractor shall provide the Services according to the terms and conditions herein. The Contract Price shall represent the total cost to the Company (excluding) Goods and Services Tax ("GST") for performance of the Services and shall include:
 - 4.1.1 all transport, lifting, packing, freight, handling, delivery, insurance, taxes, royalties, duties, etc., where applicable;
 - 4.1.2 the cost of the equipment inclusive of all accessories, whether explicitly or separately specified or not;
 - 4.1.3 all cabling, parts, hardware, wiring at site, etc., necessary for the Services;
 - 4.1.4 making good and/or replacement of any damaged building structures, etc., damaged during the Services to which express reference has not been made;
 - 4.1.5 provision of all Services under this Contract; and
 - 4.1.6 all licence fees payable for any software supplied by or through the Contractor.
- 4.2 A Pricing Schedule shall be submitted by the Contractor and attached hereto as [Schedule 2](#) and shall not be subject to change during the term of this Contract (or any extension thereto pursuant to Clause 3 above) unless expressly agreed to in writing by the Company.

5 PAYMENT

- 5.1 Subject to the provisions of this Contract, the Company shall pay the Contractor the Contract Price in accordance with the provisions of [Schedule 2](#). The Contract Price shall not be subject to change during the term of this Contract unless expressly provided for in this Contract. Invoices shall be submitted by the Contractor at the agreed interval(s) and shall be due and payable by the Company within SIXTY (60) days from receipt of the invoice by the Company. PROVIDED ALWAYS that such payment shall not amount to a waiver of any rights and remedies of the Company against the Contractor.

- 5.2 Without limiting any of the Company's right under this Contract, the amount of any payment or debt owed by the Contractor to the Company under this Contract may be deducted by the Company from any monies payable by the Company to the Contractor pursuant to this Contract.
- 5.3 The Contractor agrees that if any invoice is not submitted to the Company within SIX (6) months of performance of the Services, the Company shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.
- 5.4 The Contractor shall submit such invoices or other documents as the Company may require for the purpose of making payment.
- 5.5 The Company shall not pay for expenses or cost of whatever nature other than those expressly set forth in this Contract.
- 5.6 The Company may, upon notice to the Contractor, withhold payment for the Services that fail to meet any requirements set forth in the Requirement Specifications or this Contract and/or question any items invoiced to the Company. Such non-payment shall not constitute a default or breach of this Contract. In the event of any dispute between the Company and the Contractor with respect to the invoiced Services and/or other related matters, the Company shall pay the undisputed amount and the Company and the Contractor shall promptly seek to resolve the disputed matters in accordance with Clause 26 below.

6 DELIVERY

- 6.1 Time is of the essence in this Contract. The Contractor shall perform and complete the Services in accordance with the Delivery Schedule.
- 6.2 Where any delivery is made electronically or in electronic format, the Contractor understands and accepts that:
 - 6.2.1 risk of non-delivery, mis-delivery, incomplete or late delivery to the Company is entirely on the Contractor;
 - 6.2.2 where the Company certifies that any deliverable received by the Company is unusable, inaccurate or is otherwise corrupted, then it shall be deemed that no delivery took place and the Contractor shall be obliged to re-deliver the deliverable to the Company within the time frame specified by the Company; and
 - 6.2.3 the Contractor shall be under a duty to transmit the deliverables to the Company only in encrypted form and that the Contractor shall provide to the Company all means necessary to decrypt the so transmitted deliverables.
- 6.3 The Company reserves the right, at its discretion, to vary the Delivery Schedule at no cost to the Company if notification is given TWO (2) months in advance by the Company to the Contractor, provided that the Company may only bring forward the dates in the Delivery Schedule only with the agreement of the Contractor.
- 6.4 In the event the Contractor fails to meet any of the milestones contained in the Delivery Schedule or CR Delivery Schedule, the Company shall, in addition to any other remedies which it may have under the Contract or otherwise, have the right, but not obligation, in relation to each delay:-
 - 6.4.1 to cancel all or any such part of the Services without being liable therefore in damages and obtain the same from other source(s) and all increased costs incurred thereby shall be deducted from any monies due to or become due to the Contractor under this Contract or shall be recoverable as damages; or
 - 6.4.2 to require the Contractor to pay or to deduct from the Contract Price or agreed price for the Services, as and for liquidated damages (and not as a penalty) a sum to be calculated at the rate of ONE-HALF percent ($\frac{1}{2}\%$) of the Contract Price for each day of delay, subject to a maximum of TEN percent (10%) of the Contract Price ("**Maximum LD for Delay**"). For avoidance of doubt, the Maximum

LD for Delay applies to each event of delay committed by the Contractor. The Contractor acknowledges that there is no limit on the total liquidated damages payable for repeated delays committed by the Contractor.

For the avoidance of doubt, the Contractor fails to meet a milestone contained in the Delivery Schedule, if by that date, the Contractor has not delivered or there is incomplete delivery of such Service as required under this Contract, or where such components or Service are delivered but do not meet the requirements for such components or Service as set out in this Contract.

- 6.5 All liquidated damages shall be paid to the Company by way of cash, cheque or banker's order not later than FIFTEEN (15) calendar days from the date of the Company's written notification to the Contractor informing the Contractor that liquidated damages are payable. If the Contractor fails to pay the said liquidated damages, the Company is entitled to recover the liquidated damages as a debt due from the Contractor in any court of competent jurisdiction. The Company reserves the right to charge interest for any delayed payment at the rate of SIX percent (6%) per annum.
- 6.6 Notwithstanding Clause 6.4 above, in the event the Contractor fails to comply with its obligations under Clause 6.1 above and the failure is not remedied within SEVEN (7) days after being called to its attention by written notice from the Company, even after the Maximum LD for Delay has been paid or is payable by the Contractor to the Company, the Company shall have the right to terminate this Contract forthwith with Clause 17.3 below to apply.

7 WARRANTIES

- 7.1 The Contractor represents and warrants to the Company (which representations and warranties shall continue to be valid and enforceable notwithstanding any termination or expiration of this Contract) that:

Services / General

- 7.1.1 the Contractor's employees, agents or subcontractors assigned to perform the Services have the necessary skill, expertise and experience;
- 7.1.2 all technical support, training and the Services will be performed in a timely and professional manner and in accordance with the Delivery Schedule;
- 7.1.3 the Services will conform to the quality standards generally observed in the industry for similar services (including any standard prescribed in the relevant sections of the Requirement Specifications) and will be provided with all reasonable skill and care;
- 7.1.4 while the Contractor's employees, sub-contractors or agents are on the premises of the Company or the Affiliates, they will conform to such health regulations, confidentiality regulations, security regulations and other policies and procedures generally applicable to the Company's or Affiliates' own employees;
- 7.1.5 the Contractor's employees, agents or subcontractors assigned to perform the Services will exercise at least reasonable care in the use, safety and storage of the System and the Company's property and shall leave the Sites in a clean, tidy and safe condition and will not unnecessarily interfere with the Company's and/or the Affiliates facilities or the Company's regular activities;
- 7.1.6 on completion of the Services, the System shall provide the facilities and functions set out in this Contract;
- 7.1.7 that the Contractor shall observe and comply with, and shall procure that its employees, agents and subcontractors observe and comply with, all statutory and other relevant rules and regulations relating to health, safety and security, applicable at the premises of the Company and Affiliates;
- 7.1.8 at the date of commencement of this Contract the Contractor has obtained and will maintain for the duration of this Contract all permits, licenses and consents necessary for the Contractor to perform the Services;

- 7.1.9 that any equipment or material provided by the Contractor including debugging software, firmware or hardware, shall not interfere with the normal operation of the System;
- 7.1.10 that in the event it fails to conform to the terms of this Contract and in particular the warranties given in this Contract, the Contractor shall, without request, take immediate action to remedy the same without any cost to the Company;

Deliverables

- 7.1.11 the Company shall acquire good and clear title to the deliverables provided under this Contract, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;
 - 7.1.12 all deliverables provided under this Contract and any other materials or Services provided hereunder do not infringe upon any Intellectual Property Rights or other proprietary right (including, but not limited to, misappropriation of trade secrets) of any third party;
 - 7.1.13 the Documentation provided by the Contractor hereunder will faithfully and accurately reflect the functionality of the applicable Application and/or System and will allow the Company or a reasonably skilled programmer to understand how the Application and/or System functions and/or to maintain the Application and/or System;
 - 7.1.14 the Company shall quietly and peacefully possess all deliverables and other materials provided hereunder;
 - 7.1.15 all deliverables and components of the Application and/or System provided pursuant to this Contract will be in good working order when installed, ready for use and free from any defects in material, workmanship or otherwise, and the Contractor will make all adjustments, repairs and replacements necessary to correct such defects;
 - 7.1.16 all deliverables and components of the Application and/or System provided pursuant to this Contract shall be fit for the ordinary purposes for which such components are used and shall perform in accordance with the Documentation;
 - 7.1.17 any modification, enhancement or adaptation of the Application and/or System supplied by the Contractor shall not require as a condition precedent, the acceptance by the Company of licence terms that derogate from the provisions of this Contract;
 - 7.1.18 all deliverables, including software, delivered by the Contractor does not contain any unauthorised code, virus, Trojan horse, worm or other software code, routine or software components designed to permit unauthorised access, disable, erase, or otherwise harm, impede Licensee's use of the Application and/or System
- 7.2 Where the Contractor fails or refuses to carry out its obligations under this Contract and, in particular, the warranties set out above, the Company may itself employ and pay another party to undertake the performance thereof and may charge the Contractor for any expense, cost, damage or loss which the Company sustained on account of the Contractor's default. The Contractor shall not be relieved of its obligations herein by the failure of the Company to make any inspection or discover any defective work or any aspect of the Contractor's default.
- 7.3 The Parties each represents and warrants that the following facts and circumstances are and at all times shall be, true and correct:-
- 7.3.1 it has the requisite corporate power and authority to enter into this Contract and that this Contract does not conflict with any other agreement or obligation by which the respective Party is bound;
 - 7.3.2 that there is no material suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under this Contract; and
 - 7.3.3 that the signatories for and on behalf of that Party are authorised and fully empowered to execute this Contract on that Party's behalf.

8 RELOCATION OF COMPUTER EQUIPMENT

- 8.1 The Company shall give the Contractor FOURTEEN (14) days' written notice of any intended relocation of the equipment associated with the Application or Services.
- 8.2 The Contractor shall continue to provide the Services following any relocation within Singapore in accordance to the terms of this Contract, without any degradation of service and at no additional costs to the Company.
- 8.3 The Contractor shall continue to provide the Services following any relocation outside Singapore in accordance to the terms of this Contract, without any degradation of service, but subject to any additional costs that may be mutually agreed.

9 DOCUMENTATION

- 9.1 The Contractor shall, at no additional charge, supply and deliver to the Company the quantity of copies of Documentation (including end user training materials and any other documentation stipulated in the Requirement Specifications) in the manner and format stipulated by the Company, needed for the provision of the Services.
- 9.2 The Contractor shall supply at no additional charge, update information pertaining to the provision of the Services, as and when such updates are available.

10 TRAINING

- 10.1 The Contractor shall provide training to the Company's nominated personnel. The details of the training shall be specified in the Requirement Specifications or as may be agreed in writing by the Parties.
- 10.2 All training shall be conducted in the English Language by the Contractor's qualified instructor(s).

11 SECURITY PASS AND WORK PERMIT

- 11.1 All personnel deployed by the Contractor to carry out works at the Site including contract workers, supervisors etc. must obtain and display the relevant security pass while at the Site. In the event foreign workers are deployed, it shall be the Contractor's sole responsibility to ensure that such foreign workers have valid permits or passes issued by the Government of Singapore and the Contractor is to provide the Company with a comprehensive list of these workers and copies of their recent photographs and permits / passes. This list shall be forthwith updated in the event of changes in the deployment of foreign workers.
- 11.2 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any monetary penalty, claim, costs, charges and expenses incurred or imposed by any Court arising out of any breach of Clause 11.1 above or any contravention of any applicable law, regulation or guidelines.

12 INDEMNITY

- 12.1 The Contractor shall indemnify, defend and hold harmless the Company, its Affiliates and their respective directors, officers, departments, employees, servants and agents against all or any liability, claim, expenses (including court costs and fees of solicitors (on a full indemnity basis) and other professionals) or loss in respect of:-
- 12.1.1 damage to any property, loss of data, unavailability of data, corruption of data or personal injury to or death of any person due to the negligence or wilful default of

the Contractor, its servants or agents arising out of or in the course of the performance of this Contract.

- 12.1.2 any claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such subcontractor of the Contractor for any personal injury and/or death suffered in connection with the performance of this Contract including but not limited to payment under the Work Injury Compensation Act (Cap. 354) and for any costs, charges or expenses incurred in respect thereof.
 - 12.1.3 any claims by any person(s) whatsoever (including but not limited to any patient or visitor) arising out of or connected to or contributed to by the breach or non-performance of this Contract by the Contractor or the Services supplied by the Contractor.
- 12.2 In relation to any claims pursuant to Clause 12.1 above, the Parties agree that:-
- 12.2.1 the Company shall promptly notify the Contractor in writing of any such claims;
 - 12.2.2 the Contractor may not enter into any settlement, agreement, arrangement or compromise that would have a material or adverse effect on the Company without the Company's prior consent;
 - 12.2.3 the Company shall co-operate with the Contractor, at the Contractor's expense, in defending or settling such claims; and
 - 12.2.4 the Company may join in defence with counsel of its own choice at its own cost or expense.
- 12.3 The Company may recover directly from the Contractor any damages suffered by the Affiliates as a result of any failure of the Contractor to comply with the terms of this Contract. All such damage suffered by the Affiliates shall for the purposes of this Contract be deemed to be damages suffered by the Company.
- 12.4 Unless indicated otherwise in this Contract, in no event will either Party be liable to the other for indirect or consequential damages arising out of or in connection with this Contract.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 Where as a result of carrying out its obligations under this Contract in respect of work designed by the Contractor for which the Contractor is to be paid by the Company, the Contractor generates data, know-how, proprietary technical data or any Intellectual Property ("**Foreground IP**"), then such Foreground IP shall vest in and be owned by the Company as and when it is generated. The Contractor hereby assigns to the Company by way of assignment of future copyright all legal and beneficial right, title and interest in Works created by the Contractor pursuant to this Contract. All Foreground IP capable of vesting in accordance with this Clause 13.1 without the need for any transfer or assignment to be executed by the person generating the same shall vest in the Company by virtue of this Clause 13.1 alone without the need for any transfer or assignment. All Foreground IP incapable of vesting in accordance with Clause 13.1 without the need for a transfer or assignment to be executed by the person generating the same, shall be arranged by the Contractor to be vested in the Company, with the necessary executed transfer or assignment at no additional charges or cost to the Company.
- 13.2 The Contractor shall deliver the source codes to all Foreground IP to the Company upon request of the Company made at any time and from time to time, on the termination of this Contract. The said source codes shall be delivered in the following manner:
- 13.2.1 ONE (1) soft copy of the source codes in CD; and
 - 13.2.2 ONE (1) hard copy of the source codes to be signed-off by both Parties unless otherwise agreed.
- 13.3 The Contractor shall not disclose, release or sell to any persons or otherwise deal with the Foreground IP in any manner whatsoever, without the authorisation of the Company.

- 13.4 Each Party shall do anything necessary (including executing agreements and documents) to give full effect to the provisions of this Clause 13.
- 13.5 For the avoidance of doubt, nothing in this Contract shall affect either Party's right to own any Intellectual Property Rights created prior to or independently of this Contract ("**Background IP**").
- 13.6 In relation to Background IP owned by the Contractor (including any Contractor Material) which is provided by the Contractor under this Contract:-
- 13.6.1 the Contractor grants to the Licensees and its agents, 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 the Background IP solely and exclusively for the purposes intended under this Contract. For the avoidance of doubt, the Contractor agrees that the licence hereby granted shall continue and remain in force notwithstanding the absence or any cessation of the Services;
- 13.6.2 the Licensees may use the Background IP on unlimited information systems, including on computer servers and communication networks hosted on, operated by or controlled by Licensees' other service providers, provided always that such use shall only be the purposes intended under this Contract;
- 13.6.3 the Contractor shall not be permitted to audit the use and operation such Background IP insofar as the use and operation of the Background IP is confined to the purposes intended under this Contract; and
- 13.6.4 the Licensee may make a reasonable number of copies of the Background IP for development, testing, staging, roll-out, operational security, back-up and disaster recovery purposes.
- 13.7 In relation to Background IP (including any software and related documentation) which is not owned by the Contractor ("**Non-Contractor Background IP**") but which is recommended or supplied by the Contractor under this Contract, the Contractor shall grant to or procure for the Licensees, a licence for such Non-Contractor Background IP on terms substantially similar to Clause 13.6 above. If the Company wishes to negotiate the terms of the licence with the proprietor of the Non-Contractor Background IP, the Contractor shall actively assist the Company in and facilitate such negotiations. In the event that the Company and the said proprietor is unable to come to an agreement on the terms of the licence, the Contractor shall propose to provide the Company with such other Non-Contractor Background IP with the same or similar functionalities / capabilities and at no additional costs to the Company.
- 13.8 In performing its obligations under this Contract, the Contractor agrees that it shall comply with, assist or otherwise enable the Licensees to comply with and shall not cause (whether directly or indirectly) the Licensees to be in breach of any licence terms agreed between the Licensees and the proprietor of any Non-Contractor Background IP. The Contractor agrees to indemnify the Licensees for any loss, expense or damage suffered or incurred by the Licensees in connection with a breach of this Clause 13.8.

Infringement of Intellectual Property Rights

- 13.9 All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copyrights and trademarks used or required to be used in respect of the Services or any part thereof supplied under this Contract shall deemed to be included in the Contract Price.
- 13.10 The Contractor shall fully indemnify, defend and hold harmless the Company, its Affiliates and their respective directors, officers, departments, employees, servants and agents against all claims and costs, charges and expenses in respect thereof, by any third party for any actual or alleged infringement of any Intellectual Property Rights which arises or

would arise as a result of the Company's acceptance or use of the Services performed by the Contractor or any Works delivered by the Contractor to the Company.

13.11 In the event that any such infringement or threatened infringement occurs or may occur, the Contractor shall at its own expense:

13.11.1 procure for the Company and/or its Affiliates the right to continue accepting or using the Services or Works;

13.11.2 modify or amend the Services or Works or infringing part thereof so that the same becomes non-infringing without affecting the performance of the Services or Works;

13.11.3 replace the Services or Works or any infringing part thereof with other non-infringing Services or Works of identical capability and performance;

13.11.4 do all things necessary or expedient to permit the Contractor to continue performing the Services; or

13.11.5 if none of the options listed above can be accomplished within a reasonable time or are otherwise not possible, the Company may terminate this Contract immediately, with the remedies in Clause 17.3 below to apply.

13.12 The Contractor agrees to give the Company prompt written notice of any threat, warning, or notice of any claim or action (including claims or actions in relation to infringement of Intellectual Property Rights) against the Contractor or any other user, which could have an adverse impact on the Services provided by the Contractor.

Use of name

13.13 Except as may be necessary for the Contractor to carry out its obligations under this Contract, the Contractor shall not under any circumstances whatsoever use the Company'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 the Company, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the Company.

14 CHANGE REQUEST

14.1 Any additional services (such as the delivery, installation and commissioning of new or additional functionalities, modules, features and/or changes to the Application and/or System) required by the Company shall be made by way of a written request ("**Change Request**") and duly accepted by the Contractor whereupon if accepted by the Contractor such Change Request shall form part of the Services. Such additional services will be charged on the basis as may be agreed between the Parties

14.2 The Contractor shall provide the additional services to the Company in accordance with the agreed delivery schedule for those additional services (the "**CR Delivery Schedule**"). Delivery of the additional services under the Change Request must be complete and in accordance with this Contract, the Change Request and any stipulated specifications.

15 INSURANCE

15.1 The Contractor shall take out at its own expense with an insurance company to be approved by the Company, a policy or policies of insurance in terms to be approved by the Company, indemnifying the Contractor and the Company from all liabilities

15.1.1 arising out of claims by any and every workman or employee whether such liability arises from the Work Injury Compensation Act (Cap. 354) or otherwise and from all costs and expenses incidental or consequential thereto; and

15.1.2 in respect of personal injury or death or loss or damage to property and against loss or damage suffered or incurred by the Company by fire and such other perils (including product liability) as the Company may require.

- 15.2 A copy of any policy or policies taken out by the Contractor in compliance with this Clause shall be deposited with the Company if required by the Company and the Contractor shall maintain such policy or policies in full force and effect by the payment of all premiums from time to time on the first day on which the same ought to be paid until completion of this Contract and shall, if the Company so directs, deposit with the Company copies of the receipts in respect of the payment of such premiums.
- 15.3 If any default is made by the Contractor in complying with the terms of this Clause 15, the Company may, without prejudice to any other remedy available to the Company for breach of any terms of the Contract:
- 15.3.1 withhold all payments which would otherwise be due to the Contractor under this Contract and out of such money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance, and/or
- 15.3.2 pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any money due or becoming due to the Contractor.
- 15.4 Nothing in this Clause shall be construed to take away or to waive or in any manner to modify the right of the Company to be indemnified by the Contractor in respect of all claims, costs and other expenses whatsoever which, by reason of the Contractor's default or otherwise, may become payable by the Company.

16 SECURITY DEPOSIT

- 16.1 The Company shall have the option to require the Contractor, upon signing of this Contract and for the due and faithful performance of this Contract and the fulfilment of the Contractor's obligations hereunder, to lodge with the Company and maintain for the duration of this Contract, a Security Deposit which may be in the form of cash or an on demand Banker's Guarantee (the form of which is attached hereto as [Schedule 5](#)), equivalent to TEN percent (10%) of the Contract Price.
- 16.2 In the event of any default or breach of any of the obligations by the Contractor, the Company may draw on any Security Deposit placed by the Contractor with the Company to satisfy any liquidated or other damages as may become due to the Company, if the Company has, prior to drawing on any Security Deposit, notified the Contractor in writing of the default or breach and given the Contractor a minimum of SEVEN (7) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages to the amount specified in the notice and the Contractor has failed to comply fully with the notice. Notwithstanding the foregoing, the Company may also utilize and make payment out of deductions from the Security Deposit in such other manner and for such other purposes, expressly allowed by this Contract.
- 16.3 In the event that the Security Deposit provided for in Clause 16.1 above is inadequate to fully indemnify or compensate the Company for any loss, liability, cost, expenses or damage incurred or suffered by the Company as aforesaid, the Contractor shall, forthwith on demand by or on behalf of the Company, pay to the Company all losses, liabilities, costs, expenses (including without limitation, legal fees on a solicitor and own client basis) and/or damages as may be incurred or suffered by the Company to the extent to which the Security Deposit proves inadequate.
- 16.4 If, at any time, by virtue of the deduction by the Company in accordance with Clause 16.2 above or if by virtue of the Contract Price being revised upwards, the Security Deposit falls below the amount stipulated in Clause 16.1 above, the Contractor shall, forthwith on demand by or on behalf of the Company, top up the Security Deposit by paying the amount of the shortfall or furnishing an on demand Banker's Guarantee on terms acceptable to the Company for the same.

- 16.5 Where the Contractor provides Security Deposit in the form of a Banker's Guarantee, the Contractor shall maintain the validity of the Banker's Guarantee at all times for the duration of this Contract. If a Banker's Guarantee furnished under this Clause 16 shall for any reason expire or be cancelled prior to the date of expiry or termination of this Contract, the Contractor shall, within ONE (1) month of the expiry date or cancellation thereof, procure at its own expense and furnish to the Company a fresh on demand Banker's Guarantee on terms identical or substantially similar to that of the earlier Banker's Guarantee. The fresh Banker's Guarantee shall be binding and effective from the date of expiry of earlier Banker's Guarantee and shall be for the sum stipulated in Clause 16.1 above. The provisions of Clause 16 shall apply to all Banker's Guarantee procured pursuant to this Clause 16.5.
- 16.6 The Security Deposit, subject to such deductions as made therefrom by the Company, shall be released and/or returned to the Contractor, within SIXTY (60) calendar days of the expiry or termination of this Contract, provided that the Contractor has complied with Clauses 7 and 9 above.
- 16.7 The Company's rights under this Clause 16 shall be without prejudice to any other rights and remedies available to the Company.

17 SUSPENSION OR TERMINATION

- 17.1 The Company may, without prejudice to any other rights it may have, by a written notice terminate this Contract or suspend the Contractor's performance of all or any of its obligations under it immediately and without liability of the Company for compensation or damages if:
- 17.1.1 the Contractor, its servants, employees or agents, fail to comply with its express obligation of confidentiality under Clause 22 of this Contract;
 - 17.1.2 the Contractor delivers the Services which are defective or does not conform with the Requirement Specifications or which design is inadequate and fails to rectify such defect, non-conformity or inadequacy within THREE (3) days after being given notice by the Company to do so;
 - 17.1.3 the Contractor fails to comply in any material respects with this Contract and fails to remedy such breach (if capable of remedy) within FOURTEEN (14) days after being given notice by the Company so to do;
 - 17.1.4 the Contractor commits THREE (3) breaches of the terms of this Contract within any TWO (2) months, whether or not such breaches were in respect of the same or different obligation and regardless of whether the Contractor has or has been able to cure such breaches each time they occur;
 - 17.1.5 any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations under this Contract;
 - 17.1.6 if the Contractor, being a company, shall pass a resolution, or the Court shall make an order that the company shall be wound up (otherwise than for the purposes of amalgamation or bona fide reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a judicial manager, receiver or manager or which entitle the Court to make a winding-up or judicial management order;
 - 17.1.7 when the Contractor fails to obtain or maintain the requisite insurance policies referred to in Clause 15 above;
 - 17.1.8 when the Contractor terminates the engagement of a sub-contractor without first obtaining the prior written consent of the Company; and
 - 17.1.9 where there has been a change in or substitution of the sub-contractors with parties or entities without the Company's prior consent.
- 17.2 Notwithstanding the aforesaid, the Company may by a THIRTY (30)-day written notice terminate this Contract or suspend the Contractor's performance of all or any of its

obligations under it without cause and without liability of the Company for compensation or damages.

17.3 In the event of termination under Clauses 6.6, 13.11.5, 17.1 and 19.1, without prejudice to the Company's other rights and remedies:

17.3.1 the Contractor shall refund and repay to the Company any advance payment received from the Company;

17.3.2 the Contractor shall indemnify the Company for any direct, indirect or consequential loss, expense or damage suffered or incurred by the Company in connection with such termination; and

17.3.3 the Contractor shall compensate the Company for the increased costs in obtaining the Services or part thereafter from other sources, and for any loss, expense or damage suffered or incurred by the Company.

17.4 Upon the expiration or termination of this Contract (for any reason), unless it is not required by the Company, the Contractor shall provide to the Company the staff and transition services necessary for the Company to effect an orderly transition to the Company or to the Company's selected third party, of the Services at no additional cost to the Company for up to ONE (1) month or the period stated in the Requirement Specifications, whichever period is longer ("**Transition Out Period**").

17.5 During the Transition Out Period, the Contractor shall continue to provide the Services without any degradation of service.

17.6 Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination or expiration of this Contract.

17.7 All property of the Company made or acquired by the Contractor or coming into their possession or control in any manner whatsoever shall be and remain the sole property of the Company and shall be returned to the Company forthwith on demand at any time or without demand upon the expiration or termination of this Contract. Additionally, the Contractor shall return to the Company or, as the Company may instruct, dispose of, all copies of all documents, papers, specifications and other materials belonging to the Company being in the Contractor's possession or under its control, including any such materials which incorporate Personal Data, and not intended under the terms of this Contract to remain in the possession or under the control of the Contractor, and shall certify in writing to the Company that the same has been done

Partial Termination

17.8 For the purposes of this Contract, all references to termination of this Contract shall mean, at the Company's sole and absolute discretion and election, a complete termination or partial termination of this Contract.

17.9 In the event of a partial termination of this Contract, the Company may terminate the Contractor's provision of any part of the Services. Such termination shall take effect in accordance with the terms of this Contract relevant to the termination. All terms and conditions of this Contract shall continue to apply with respect to such part of this Contract, the Company has not terminated.

Survival

17.10 Clauses 6.6, 7, 9.2, 11.2, 12, 13, 17, 19, 20, 21.6, 22, 23, 24.2, 36 and all other clauses of this Contract so intended to survive after the termination or expiration of this Contract shall survive such termination or expiration.

18 EXIT

18.1 Prior to or upon the termination of this Contract or the Transition Out Period (whichever event is the last to occur) ("**Exit Date**"), at the Company's request;

18.1.1 the Contractor shall deliver to the Company a copy of any Intellectual Property that does not belong to the Company in the form in use as of the Exit Date, including all source codes and documentation relating to the same, which are required to perform the Services and any licence granted to the Company in respect of (a) Intellectual Property that may belong to the Contractor, (b) the Contractor's confidential information and (c) all proprietary rights in respect of the foregoing, shall continue to be in force;

18.1.2 in connection with Intellectual Property which does not belong to the Contractor but was used by the Contractor to provide the Services as of the Exit Date, the Contractor shall use its best endeavours to transfer, assign, or sublicense such third party Intellectual Property to the Company and its designee(s) at no additional cost or at cost and on terms reasonably acceptable to the Company;

18.1.3 with respect to any third party equipment used by the Contractor to provide the Services as of the Exit Date, the Contractor shall use its best endeavours to transfer or assign such leases, agreements or right to use such equipment to the Company or its designee(s) at no additional cost or at cost and on terms reasonably acceptable to the Company; and

18.1.4 the Contractor shall, if required by the Company transfer, assign or sell to the Company or its designee(s) the Contractor equipment being used by the Contractor to perform the Services as of the Exit Date in accordance with the following terms:

18.1.4.1 the Contractor equipment shall be free and clear of all liens, security interests, or other encumbrances;

18.1.4.2 the sale price shall be the Contractor equipment's Net Book Value or at fair market value, whichever is the lower. For the purposes of this Clause, "Net Book Value" of the Contractor equipment shall be the price paid by the Contractor for the Contractor equipment less the depreciation costs of the Contractor equipment, which depreciation shall be based on a straight line depreciation over a FIVE (5) year period, which period commences from the date of the purchase of the equipment; and

18.1.4.3 parties shall enter into a sale and purchase agreement on the Company's terms to effect the sale.

18.2 The Company shall have the unfettered right to contract directly with any party whom may have provided goods or services to the Contractor in connection with the Contractor's provision of the Services to the Company.

18.3 Upon expiration or termination of this Contract, the Contractor shall not terminate, reassign or otherwise re-designate any member of the Contractor's personnel who were directly involved in the provision of the Services to the Company until and unless the Company indicates to the Contractor that the Company has no intention of hiring those personnel or recommend the hire of those personnel to the Company's intended new service provider or supplier of goods. Where the Company intends to hire such Contractor's personnel or make a recommendation to the Company's intended new service provider or supplier of goods, the Contractor shall:

18.3.1 provide the Company, subject to any limitation imposed by law, all available information that the Contractor has with respect to the personnel concerned;

18.3.2 permit the Company or the intended new service provider or supplier of goods access to the personnel concerned; and

18.3.3 allow the Company or the intended new service provider or supplier of goods to hire such personnel and in that regard, the Contractor hereby waives any and all

restriction (whether between itself and the personnel concerned or between itself and the Company or between itself and the intended new service provider) which may operate to prevent, frustrate or otherwise thwart the Company's or the intended new service provider's attempt to hire such personnel.

- 18.4 The Contractor shall inform the Company of any agreements or arrangements that it has with any third party which are necessary or useful for the Company or the intended new service provider to perform the Services. Where required by the Company, the Contractor shall arrange for an assignment of such agreements or arrangements with the third parties either to the Company or the Company's or the intended new service provider.

19 GIFTS, INDUCEMENTS AND REWARDS

- 19.1 The Company shall be entitled to terminate this Contract immediately with Clause 17.3 to apply, if the Contractor shall have offered or given or agreed to give to any person (including employees of the Company) any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbearing to do any action in relation to the obtaining or execution of this Contract with the Company or for showing or forbearing to show favour to any person in relation to any contract with the Company or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Company the Contractor or any other person employed by it or acting on its behalf shall have committed an offence under the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241) or any other statutory modification or re-enactment thereof for the time being in force in Singapore or shall have abetted or attempted to commit such offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241) as the case may be or any statutory modification or re-enactment thereof for the time being in force in Singapore.

20 AUDIT

- 20.1 The Contractor shall allow the Company to conduct periodic audits at all locations and premises in which the Contractor is providing or has provided goods or services under this Contract to ensure that there are proper controls and compliance with this Contract and to monitor the provision of the Services, to satisfy itself as to the status and quality of the Services. Audits may be conducted by the Company or by a third party appointed by the Company ("**Audit Representative**"). The Contractor shall cooperate with and provide support, information and assistance to the Company and/or its Audit Representative for the purpose of such audits. The Contractor shall provide all support necessary for the conduct of the audits at no additional cost to the Company.
- 20.2 The Contractor shall provide all reasonable facilities as may be required to give effect to Clause 20.1. Without prejudice to the foregoing, the Company may conduct surprise spot checks on any locations and premises in which the Contractor is providing or has provided Services under this Contract for the purpose of such audits.

21 FORCE MAJEURE

- 21.1 Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under this Contract if the delay or failure results from events beyond the reasonable control of either Party ("**Force Majeure Event**").
- 21.2 For the purposes of this Contract, Force Majeure Events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour

disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of this Contract.

- 21.3 For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a Force Majeure Event and the provisions of this clause shall not apply to such an event.
- 21.4 The Contractor shall prepare and submit to the Company within TWO (2) weeks from the date of signing of this Contract, the Contractor's plans, strategies and steps the Contractor would take in order to continue to provide the Company with the Services in a Force Majeure Event. Such plan, strategies and steps shall state whether the Services would be provided at the same service level or at some other service level. If the Services are to be provided at some other service level, the Contractor shall identify those other service levels. The Contractor shall not put any such plan, strategy or steps in place until and unless the Contractor has obtained the Company's approval of the same.
- 21.5 The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.
- 21.6 If any Force Majeure Event shall continue for a period exceeding NINETY (90) days, then either Party may at any time thereafter, upon giving written notice to the other, elect to terminate this Contract.
- 21.7 In any of a Force Majeure Event, the Parties shall for the duration of such event be relieved of any obligation under this Contract as is affected by the event except that the provisions of this Contracts hall remain in force with regard to all other obligations under this Contract are not affected by the event. The Parties agree that the Company shall not be under any obligation to pay for any component of the Services which it did not receive from the Contractor during the continuation of the Force Majeure Event.

22 CONFIDENTIALITY

- 22.1 The Contractor hereto agrees to treat as confidential all information received from the Company or its Affiliates where such information has been indicated in writing or labelled to be "Confidential", "Proprietary Information" or where the circumstances of disclosure indicates that the information so disclosed is confidential or proprietary, or which the Contractor may acquire in relation to the Company or its Affiliates, including but without any limitation whatsoever, all business information, strategic and development plans, medical records, Personal Data and any other matter concerning the Company or its Affiliates , its affairs, business, shareholders, directors, officers, business associates, clients, patients (including their identity) or any other person or entity having dealings with the Company or its Affiliates; information relating to the financial condition of the Company or its Affiliates, their accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of the Company or its Affiliates; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by the Company or its Affiliates to the Contractor or which the Contractor may be provided access by the Company or its Affiliates whether stored electronically or otherwise; all information which is deemed by the Company to be confidential information or which is generated as a result of or in connection with the business of the Company or its Affiliates and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or

manner of storage, whether in whole or in part ("**Confidential Information**"). The Contractor shall ensure that, where applicable, none of the patients of the Company or the Affiliates can be identified in any reports, submissions and publications of the Contractor. For avoidance of doubt, any Confidential Information of the Company's Affiliates shall be deemed to be Confidential Information of the Company.

- 22.2 The Contractor shall not, without the prior written consent of the Company, disclose any Confidential Information or any information relating to this Contract or any of the contents hereof whether directly or indirectly to any other party.
- 22.3 The restrictions on disclosure of Confidential Information described in above do not extend to any information that:
- 22.3.1 already exists in the public domain at the time of its disclosure;
 - 22.3.2 is already in the Contractor's possession;
 - 22.3.3 is independently developed by the Contractor outside the scope of this Contract;
or
 - 22.3.4 is rightfully obtained by the Contractor from third parties.
- 22.4 The Contractor hereby agrees that it shall:
- 22.4.1 take all steps to limit access to Confidential Information to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by this Contract and are made aware of its confidential status, to the extent reasonably required for the performance of this Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of this Contract;
 - 22.4.2 not use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of this Contract;
 - 22.4.3 upon the Company's request, procure the Contractor's employees, servants or agents or any employee, servant or agent of the Contractor's sub-contractor, to sign individual Non-Disclosure Agreements with the Company on such form that the Company may dictate.
- 22.5 The Contractor must promptly inform the Company about any unauthorised disclosure of the Company's Confidential Information.
- 22.6 The Contractor shall in relation to Personal Data, also:-
- 22.6.1 ensure that it has, in relation to all Personal Data obtained and/or collected by it under this Contract in connection with its obligations under said Contract, fully complied with all requirements of the Personal Data Protection Act (No. 26 of 2012);
 - 22.6.2 process Personal Data only in accordance with the written instructions given by the Company and to such extent necessary and appropriate for the purposes of this Contract or such other purposes approved by the Company in writing;
 - 22.6.3 promptly deal with any enquiry from the Company relating to the Contractor's processing of Personal Data;
 - 22.6.4 not transfer or allow the Personal Data to be transferred, outside of Singapore, unless expressly instructed or authorised by the Company; and
 - 22.6.5 provide all necessary co-operation and assistance (whether to the Company or otherwise) to allow access and/or correction of Personal Data in accordance with the Personal Data Protection Act 2012.
- 22.7 Subject to the foregoing, the Contractor's confidentiality obligations under this Clause shall survive the expiry or termination of this Contract.

23 PERSONAL DATA

23.1 Without prejudice to Clause 22 of the Contract, the Contractor shall take all reasonable measures to ensure:

23.1.1 that any Personal Data belonging to the Company which is held by the Contractor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse, and that only authorised personnel have access to that Personal Data;

23.1.2 that, to the extent that the Personal Data is no longer required by the Contractor for legal or business purposes, that Personal Data is destroyed or re-delivered to the Company in accordance with Clause 17.7 above;

23.1.3 that the Company is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause and the Contractor undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 23 (including providing the Company with such reports or information concerning such steps as and when requested by the Company); and

23.1.4 it keeps itself apprised of any and all notices and circulars which the Company may from time to time notify to the Contractor, including without limitation any policies, guidelines, circulars or notices relating to personal data ("**PDPA Documentation**"), and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with the PDPA Documentation, and will not cause the Company to be in breach of the same.

23.2 For the purposes of Clause 23.1.4 above, the Contractor hereby expressly acknowledges and agrees that it has read the PDPA Documentation and is aware of and will compensate the Company for any and all potential loss and damage caused to the Company arising from or in connection with any breach of the above. The Contractor will indemnify and hold the Company harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation. The Contractor further agrees that any unauthorised processing of Personal Data by the Contractor may cause immediate and irreparable harm to the Company for which money damages may not constitute an adequate remedy. In such event, the Contractor agrees that the Company may seek injunctive relief as appropriate.

23.3 Notwithstanding and further to anything stated elsewhere in the Contract, the Company reserves the right and the Contractor agrees that the Company may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Contractor with the obligations under this Clause 23.

23.4 To the extent that Contractor sub-contracts its obligations under this Contract to a sub-contractor, the Contractor agrees and acknowledges that it shall ensure that this Clause 23 is incorporated into the sub-contractor's contract.

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

23.6 A reference to the Company in this Clause includes a reference to the Company's Affiliates.

24 COMPLIANCE WITH LAW

24.1 The Contractor shall ensure at all times that in its performance of this Contract it shall conform in all respects with the provisions of all laws of Singapore. The Contractor shall ensure that the Services provided by the Contractor shall not cause the Company, the Affiliates and their respective directors, officers, departments, employees, servants and agents to be in breach of any laws, regulations, promulgations, terms and legal

obligations for the time being in force and in the future, including but not limited to the provisions of the Personal Data Protection Act 2012 and the provisions of the Private Hospitals and Medical Clinics Act (Chapter 248) including any amendments thereto.

- 24.2 The Contractor agrees to indemnify the Company, the Affiliates and their respective directors, officers, departments, employees, servants and agents, against all penalties and liabilities of every kind for the Contractor's failure to comply with this Clause 24.

25 VARIATION OF CONTRACT

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

- 25.2 If either Party wishes to vary this Contract, the proposing Party shall submit a copy of the proposed variations to the other Party, specifying a reasonable period in which the receiving Party is to provide written notice of acceptance or rejection of the proposal. If the receiving Party accepts the variations, this Contract shall be deemed to be so amended from the date of acceptance. If the receiving Party rejects the proposed variations, each Party shall perform this Contract in accordance with the unvaried terms.

26 DISPUTE RESOLUTION

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

- 26.2 Notwithstanding anything in this Contract, if the dispute is not settled in accordance with Clause 26.1 above, the dispute shall be resolved by arbitration or by court proceedings as elected by the Company by way of a written notice to the Contractor. If no election is made by the Company within SEVEN (7) days of a written request of the Contractor to the Company to make such election (which request shall provide details of the dispute to be resolved), the dispute shall be resolved by arbitration as the default.

- 26.3 If any dispute is to be resolved by court proceedings, the parties hereby agree to submit to the exclusive jurisdiction of the Singapore Courts.

Arbitration

- 26.4 If any dispute is to be resolved by arbitration, the arbitration shall be conducted in Singapore in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference into this Clause 26, except in so far as such Rules conflict with the provisions of this Clause 26, in which event the provisions of this Clause 26 will prevail.

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

- 26.6 The Appointing Authority shall be the Chairman of the SIAC.

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

- 26.8 Any decision or award of an arbitration tribunal appointed pursuant to this Clause 26 will be final and binding on the Parties.
- 26.9 Interest at the annual rate of SIX percent (6%) per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitration tribunal may decide until the date of payment to such Party.
- 26.10 The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- 26.11 For the avoidance of doubt, it is agreed that nothing in this Clause 26 shall prevent a Party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties' obligations under this Contract.

27 ASSIGNMENT AND SUBCONTRACTING

- 27.1 Subject to the other provisions of this Contract, all the terms and conditions of this Contract shall be binding upon and enure to the benefit of the Parties and their respective heirs, permitted assigns and successors-in-title except that:-
- 27.1.1 the Contractor shall not transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any third party without the prior written consent of the Company, which consent shall not be unreasonably withheld;
- 27.1.2 notwithstanding the above, the Company shall have the right to transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any company related to it upon written notice to the Contractor. In the event that such transfer is by way of a novation, the Contractor shall execute any such novation agreement prepared by the Company and presented by to the Contractor so as to give effect to the provisions of this Clause 27;
- 27.1.3 any permitted assignee or transferee shall agree in writing to comply with all terms and conditions of this Contract; and
- 27.1.4 any assignment shall not exceed the existing scope of this Contract.
- 27.2 In particular, the Contractor may not subcontract the performance of any Services hereunder, without the prior written consent of the Company. In connection with such consent, the Company may require the execution by such subcontractor(s) of an agreement to be prepared by the Company. The Contractor shall remain fully responsible for any its obligations subcontracted, as permitted hereunder, and the Contractor shall be solely responsible for payment due to such subcontractors.
- 27.3 Approval of any subcontractor by the Company shall not constitute a superseding event or waiver of any right of the Company to reject work that is not in conformance with the standards set forth in this Contract, and does not constitute nor imply authorisation of expenses in excess of this Contract Price.

28 WAIVER

- 28.1 No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in this Contract shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision of this Contract.
- 28.2 Any time or other indulgence granted by the Company under this Contract shall be without prejudice to and shall not be taken as a waiver of any of the Company's rights under this Contract nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by the Company.

29 RELIANCE

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

30 NOTICES

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

If to Company:

National Healthcare Group
Attention: Director, Group Purchasing Office
3 Fusionopolis Link
#03-08, Nexus@one-north
Singapore 138543

With a copy to:
Integrated Health Information Systems
Attention: Group Director
6 Serangoon North Avenue 5
#01-01/ 02
Singapore 554910

If to Contractor:

<Contractor Name>
Attention: <Designation>
<Contractor Address>

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

31 ENTIRE AGREEMENT

- 31.1 The Parties expressly acknowledge that they have read this Contract and understood its provisions. The Parties agree that this Contract and all Schedules annexed to the same constitute the entire agreement between them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to this Contract in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in this Contract has been made to or by the Parties.
- 31.2 There are no assumptions, dependencies, conditions or constraints which would affect the Contractor's performance or compliance with this Contract or otherwise negate any of the provisions in this Contract, unless such assumptions, dependencies, conditions or constraints are specifically contained in [Schedule 4](#).

32 SEVERABILITY

- 32.1 In the event that any term, condition or provision of this Contract or the application of any such term, condition or provision shall, to any extent, be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any

applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this Contract and shall be of no force and effect; whereas the remaining terms and provisions of this Contract shall remain in full force and effect as if such term, condition and provision had not originally been contained in this Contract, unless the Parties mutually agree that the severed provisions render the continuing performance of this Contract impossible, or materially change either Party's rights or obligations under this Contract; in which event, such Party may give written notice of its intent to terminate this Contract to the other Party.

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

33 REASONABLENESS

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

34 NO THIRD PARTY BENEFICIARIES

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

35 INDEPENDENT CONTRACTOR / NO PARTNERSHIP

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

36 GOVERNING LAW

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

37 EXECUTION IN COUNTERPARTS

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

SCHEDULE 1
REQUIREMENT SPECIFICATIONS

<To Be Inserted>

SCHEDULE 2

PRICING

<To Be Inserted>

SCHEDULE 3

[NOT USED]

SCHEDULE 4
ASSUMPTIONS

<To Be Inserted>

SCHEDULE 5

FORM OF BANKER'S GUARANTEE

TO:

The Company

Dear Sirs,

OUR PERFORMANCE GUARANTEE NO. : _____
FOR THE SUM OF SGD _____

Whereas on the << DATE >>, an agreement hereinafter called the "**Contract**") was made between << NAME OF CONTRACTOR >> of << CONTRACTOR ADDRESS >> (hereinafter called "**the Contractor**") of the one part and National Healthcare Group Pte. Ltd. ("**the Company**") of the other part whereby the Contractor agreed to the supply of << BRIEF DESCRIPTION OF CONTRACT >> to the Company for the sum of Singapore Dollars << AMOUNT IN WORDS >> (S\$ << AMOUNT IN FIGURES >>).

And whereas the Contractor is required under the Contract to pay Singapore Dollars << AMOUNT IN WORDS >> (S\$ << AMOUNT IN FIGURES >>) ("**the Guaranteed Sum**") as a security deposit for the due performance and observance of all the conditions, obligations and stipulations contained in the Contract.

Now in consideration of you agreeing at the Contractor's request to accept a Banker's Guarantee in lieu of cash deposit of Singapore Dollars << AMOUNT IN WORDS >> (S\$ << AMOUNT IN FIGURES >>), we << NAME OF BANK >> of << BANK ADDRESS >> (hereinafter called "**the Guarantor**") hereby undertake as follows:

1. Upon receipt of your written demand for payment, we shall pay you the sum demanded to you within 7 working days. We confirm that your written demand shall be final and conclusive evidence that the sum stated therein is in fact due and owing to you by the Contractor:
2. The Guarantee contained herein shall not be discharged or otherwise affected by our loss of capacity, by any change in our name or by our objects, capital structure or constitution or by the sale of our business or part thereof, or on account of our amalgamation and shall continue to apply to all the Contractor's liabilities hereto in respect of the resulting entity after such sale or our amalgamation.
3. For the purpose of this Guarantee, we expressly waive any right we may have under any law to require that you proceed against the Contractor or any other person or to take any other procedure or steps other than as specified herein prior to proceedings against us under this Guarantee.
4. We shall not be discharged or released from this Guarantee by any arrangement made between the Contractor and you with or without our assent or by an alteration to the obligations undertaken by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.
5. This Guarantee represents the entire agreement between the parties in respect of the Guarantee and none of the parties shall be bound by any representation or promise made by any party not contained in this Guarantee. This Guarantee shall be binding and effective from << INSERT START DATE >> and shall remain in full force and effect till:-
 - (a) << INSERT DATE >>;
 - (b) the date the Guaranteed Sum is automatically reduced to zero hereunder;

- (c) the date we receive the original of this Guarantee for cancellation; or
- (d) the date you expressly discharge us from our obligations hereunder in writing;

whichever date is the earliest ("**the Expiry Date**").

PROVIDED ALWAYS that we may at any time without being required to do so pay to you the undrawn portion of the Guaranteed Sum in full, whereupon our liability hereunder shall immediately cease and determine.

6. Notwithstanding the Expiry Date, we undertake to pay upon your demand for payment if it is made and received by us within three (3) months from the Expiry Date, after which our liability under this Guarantee shall automatically cease and be discharged and your rights under this Guarantee shall be extinguished and this Guarantee shall be null and void.
7. Your right under this Guarantee are cumulative and you may make more than one demand on this Guarantee so long as the demands are made within three (3) months from the Expiry Date of this Guarantee and the total demands do not exceed the Guaranteed Sum PROVIDED ALWAYS that the Guaranteed Sum shall be automatically reduced by the amount of any sum or sums paid hereunder, and our total liability hereunder shall in no circumstance exceed the aggregate of the Guaranteed Sum.
8. The benefit and rights under this Guarantee are not assignable by the Company without our prior written consent. Any demand by an assignee approved by us must be accompanied by the original copy of the Guarantee.
9. In the event that any term, condition or provision of this Guarantee or the application of any such term, condition or provision shall to any extent, be held by a court of competent jurisdiction to be illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this Guarantee and shall be of no force and effect; whereas the remaining terms and provisions of this Guarantee shall remain in full force and effect as if such term, condition and provision had not originally been contained in this Guarantee unless the severed provisions render the continuing performance of this Guarantee impossible, or materially change either party's rights or obligations under this Guarantee; in which event, such party may give written notice of its intent to terminate this Guarantee to the other party. Notwithstanding the aforesaid in the event of such deletion, the parties hereto shall negotiate in good faith in order to agree to terms of mutually acceptable and satisfactory alternative provisions in place of the provision(s) so deleted.
10. This Guarantee shall be subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore. By accepting this Guarantee, we hereby irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this Guarantee.