

MASTER AGREEMENT FOR FACILITIES MANAGEMENT SERVICES

This MASTER AGREEMENT is made on the [•]

BETWEEN

1. The institutions as described in Schedule 1 (collectively, the “Companies” and each a “Company”)

AND

2. The contractor similarly described in Schedule 1 (the “Contractor”).

WHEREAS:

- (A) The Contractor is in the business of providing facility management services and the Companies are in the healthcare industry and require such services for their provision of healthcare services.
- (B) The Companies are consolidating their procurement of such services under a strategic sourcing process. In this connection, the corporate headquarters of the Companies, National University Health System Pte Ltd (“**NUHS**”), has agreed for and on behalf of the Companies to engage the Contractor to provide the services and the Contractor has agreed to accept such engagement on the terms and conditions hereinafter contained.

IT IS AGREED as follows:

1. Definition

- 1.1 In this Master Agreement, unless the context otherwise requires, the following expressions have the following meanings: -
 - (a) “**Agent**” with respect to each Company means NUHS.
 - (b) “**Agreement**” has the meaning ascribed to it in **Clause 3.2**.
 - (c) “**Breakdown Calls**” means unlimited verbal or written notifications of the need for Corrective Maintenance to the Equipment made by the Company to the Contractor.
 - (d) “**Corrective Maintenance**” means the services provided by the Contractor when any breakdown occurs during the Contract Period.
 - (e) “**Comprehensive Contract**” means all services provided by the Contractor under the Agreement unless specifically excluded **Transaction Schedule(s) entered into by the Parties**.
 - (f) “**Components / Parts**” means all components, parts, accessories, consumables required for the proper functioning of the Equipment.
 - (g) “**Contract Price**” has the meaning ascribed to it in Clause 5.1.
 - (h) “**Department/Location**” means the department where the relevant Equipment is located or residing at.

- (i) “**Equipment/System**” means the equipment/system identified in one or more **Transaction Schedule(s)** and includes all accessories (and not consumables) of the equipment (other than those excluded as per **Appendix A** to the respective **Transaction Schedule(s)** to which the Services are to be provided by the Contractor to the Company.
- (j) “**near miss(es)**” shall mean an unintentional incident resulting from faulty Equipment/ System that could have caused damage, injury or death but was narrowly avoided.
- (k) “**Non-Comprehensive Maintenance**” which consist of Preventive Maintenance and Corrective Maintenance only as specified in Schedule 2.
- (l) “**Loaner Equipment**” means Equipment/System or part thereof which is in good working condition, safe to use and identical or functionally similar to the Equipment/System in need of repair.
- (m) “**Master Agreement Period**” has the meaning ascribed to it in Clause 2.1.
- (n) “**Office Hours**” means the hours listed in the Transaction Schedule.
- (o) “**Officer**” means the representative(s)-in-charge of the Department of the Company at the material time or any representative(s) from the Facilities Management Department of the Company.
- (p) “**Premises**” means the place of business of the Company or any other location as may be specified by the Company.
- (q) “**Preventive Maintenance**” or ‘PM Only Contract’ consists safety checks on mechanical components, calibration, alignment checks, electrical leakage tests and any other works specified in the PM Checklist. For the avoidance of doubt, preventive maintenance charges exclude the labour charges for Corrective Maintenance and cost of all parts and consumables.
- (r) “**Software**” means the computer programmes/applications/codes and where applicable, that the Contractor are to supply under the Agreement; together with the legitimate license granted by the owners of the proprietary rights; and the media in which the programmes/applications/codes are stored in; with the accompanying documentation relating to the installation and usage of the Software as set out in the Transaction Schedule.
- (s) “**Services**” means the services set out in each Transaction Schedule entered into by the Companies with the Contractor.
- (t) “**Transaction Schedule**” means the document substantially in the form set out in Schedule 5 and signed by the Contractor and the Company and shall incorporate the terms of this Master Agreement mutatis mutandis. Each Transaction Schedule entered into from time to time between the Contractor and the Company shall be a discrete agreement and shall reflect the scope of Services to be made available by the Contractor to the Company and the terms and conditions applicable to such provision of Services.
- (u) “**Working Day**” means the working day stated in the Transaction Schedule.

1.2 Unless the context otherwise requires, references in this Master Agreement to words incorporating the masculine gender shall only include the feminine and/or neuter genders

and vice versa and references in this Master Agreement 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 in this Master Agreement have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Master Agreement.
- 1.4 References to Schedules and Appendices shall be references to the schedules and appendices in this Master Agreement. The schedules and appendices are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Master Agreement.
- 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.
- 1.6 If any inconsistencies or conflicts arise between the separate documents forming the agreement herein, to the extent of inconsistency or conflict, the following order of precedence shall apply in order of priority: (1) Appendix to the Master Agreement, if any (2) the clauses of this Master Agreement and Schedules (including any annex, appendix or exhibit attached thereto) (3) Transaction Schedule and its appendices. Without prejudice to the generality to the foregoing, the following Schedules / Appendix are attached to this Master Agreement:
 - Schedule 1 – List of Companies and the Contractor;
 - Schedule 2 - Scope of Services;
 - Schedule 3 - Service Level Requirements;
 - Schedule 4 – IT Technical Specifications & Cybersecurity;
 - Schedule 5 - Transaction Schedule & Appendices (including Pricing);

2. Duration

- 2.1 This Master Agreement shall take effect from **[date]** and shall continue in force for **[•]** years ("**Master Agreement Period**") until the expiry date on **[date]** ("**Expiry Date**") or the prior termination under Clause 7 hereof, whichever is earlier.
- 2.2 Each Transaction Schedule shall be for a period as may be specified in the Transaction Schedule ("**Contract Period**") and agreed by the Contractor and the Company in writing provided that the expiry date of the Transaction Schedule cannot exceed the Expiry Date.
- 2.3 The Company shall have the option to renew the Contract Period of any one or more of the relevant Transaction Schedule for a further term specified in paragraph 5.2 of the Transaction Schedule(s) at charges no higher than that specified in the relevant Transaction Schedule(s), provided that such option is exercised before the expiry date of the Contract Period of the relevant Transaction Schedule(s) and provided that the new expiry date cannot exceed the Expiry Date.

3. Transaction Schedule by each Company

- 3.1 Each Company may from time to time during the Master Agreement Period, issue a Transaction Schedule to the Contractor for the procurement of the Services, on the terms of this Master Agreement.

3.2 Each Transaction Schedule given by the Company to the Contractor pursuant to Clause 3.1 shall be accepted by the Contractor and shall constitute an agreement for sale by the Contractor and purchase by the Company of the Services, on the terms of this Master Agreement. All sales and purchases of the Services are entered into and made by the relevant Company and the Contractor in reliance on the fact that this Master Agreement and the relevant Transaction Schedule form a single agreement between the relevant Company and the Contractor (collectively referred to as the “**Agreement**”) and the relevant Company and the Contractor would not otherwise enter into any sale and purchase of the Services.

4. Services

4.1 The Contractor shall perform the Services in a professional manner and ensure that the Services meet the Maintenance Standards (Service Level Requirements) set out in **Schedule 3**, the failure of which shall entitle the Company to remedies, including but not limited to service credits in the manner and quantum stipulated in **Schedule 3**. The Parties agree that service credits are not damages, whether liquidated or otherwise, paid or to be paid by the Contractor.

4.2 The Contractor shall comply with the Companies’ House Rules, if any, if the Services are to be performed in the Premises and warrants that it has a copy of it and understands the same.

4.3 The Contractor shall provide the following service reports (“**Service Report**”):

- (a) A completed checklist set out in **Schedule 5** (if applicable) no later than (i) seven (7) working days of the completion of Preventive Maintenance; and (ii) within twenty-four (24) hours of a breakdown, incident, adverse or near miss incident as specified in Clause 4.4 below;
- (b) A work schedule acknowledging that Preventive Maintenance or Corrective Maintenance (as the case may be) has been completed by the Contractor with respect to each Equipment/System and shall be signed and acknowledged by the relevant Officer.

4.4 In the event of an adverse incident or near miss involving the Equipment/System, the Contractor shall:

- (a) Immediately alert the Company’s authorized representative in the Facilities Management Department (“**FM representative**”) before proceeding to take any mitigative measures to contain any damage to the Equipment/System and related equipment and, or systems;
- (a) Wherever possible all mitigative measures shall be performed in the presence of the Company’s FM representative except in the case of an emergency;
- (b) Render the Company all necessary assistance and cooperation in the investigation of the incident at all times.
- (c) Provide a Service Report documenting the investigation of the incident and the actions taken on the day of incident followed by a full report providing the root-cause analysis and recommendation of corrective or mitigative steps to be carried out within timeframes agreed with the Company to prevent the re-occurrence of the incident.

4.5 Where the circumstances require any of the Equipment/System to be removed from the Premises for purposes of repair or where the Components / Parts or parts are not available or for whatever reason that Equipment/System cannot be repaired or maintained, the

Contractor shall supply Loaner Equipment to the Company at no additional costs to the Company, and hereby undertakes to install such Loaner Equipment, to provide all services, maintenance and perform safety checks and functional checks and ensure the license for such Loaner Equipment is valid and subsisting to enable the Loaner Equipment to be used in the relevant Company's Premises for the intended purpose. The Contractor shall make such Loaner Equipment available until the Equipment/System is ready for use and re-installed at the Premises. In relation to the Loaner Equipment, the Contractor shall:

- (a) where necessary, at no additional costs to the Company, train the Company's employees to operate the Loaner Equipment.
- (b) ensure that the Loaner Equipment is safe for use in hospital premises.
- (c) where the Company's Equipment is removed from the Premises, repair and/or carry out maintenance of such Equipment/System with due expediency in accordance with the rectification time set out in the Transaction Schedule.
- (d) remove the Loaner Equipment at no cost to the Company and re-install/re-commission the Company's Equipment/System when the Company's Equipment/System is repaired/maintained accordingly.

The Parties agree that the ownership of any Loaner Equipment, temporarily in the possession of the Company, shall not vest with the Company and shall remain the responsibility of the Contractor.

- 4.6 All employees deployed by the Contractor to carry out works in the Premises, including contract workers, supervisors etc., must obtain and display the Company's security pass while in the Premises. In the event foreign workers are deployed, it shall be the Contractor's responsibility to ensure that such foreign workers have valid work permits and the Contractor is to provide the Company with a comprehensive list of these workers and copies of their recent photographs and valid work permits. This list shall be forthwith updated in the event of changes in the deployment of foreign workers.
- 4.7 The Contractor will ensure that all employees deployed to carry out works in the Premises, including contract workers and supervisors, have at the Contractor's cost undergone the necessary infection control training, health screening and vaccinations in compliance with MOH's circular for all healthcare workers and other MOH requirements issued from time to time and will provide proof of such records to the Company on demand.
- 4.8 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 4.6 and Clause 4.7 above or any contravention of the provisions of the Employment of Foreign Workers Act and any regulations made thereunder.

5. Payment

- 5.1 Subject to the provisions of the Agreement, the Company shall pay the Contractor the contract price ("Contract Price") set out in the Transaction Schedule. The Contract Price shall represent the total cost to the Company excluding Goods and Service Tax ("GST") for all Services rendered and shall include the Services set out in Paragraph 1.1 of the Transaction Schedule.

- 5.2 The Contract Price for the Services shall not be subject to change during the term of the Transaction Schedule unless expressly provided for in the Transaction Schedule or the relevant Appendix, Schedule or Addendum.
- 5.3 Upon the delivery of the Services, the Contractor shall submit the relevant invoice and Service Reports (pursuant to Clause 4.3) to the Company and the Company shall pay to the Contractor within sixty (60) days from receipt of the invoice by the Company.
- 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 the Agreement.
- 5.6 There will be no late payment service charge of any kind. The Company may, upon notice to the Contractor and without prejudice to other rights and remedies, withhold payment for Services that fail to meet the minimum performance standards set forth in the Transaction Schedule and/or question any items invoiced to the Company. Such non-payment shall not constitute a default or breach of the Agreement. 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 14 of this Master Agreement.
- 5.7 The Company, without prejudice to its other rights and remedies, may deduct and offset from the charges payable under this Clause 5, the amount of any loss or damage incurred by the Company by reason of any default in the Service Level Requirements (Schedule 3) or breach of the provisions of this Agreement and its Schedules or by reason of any negligence on the part of the Contractor, its servants or agents.
- 5.8 Any charges deducted and offset from the charges payable under this Clause 5 shall be issued by the Contractor as a credit note. Upon receipt of the Company's notice to issue credit note, the Contractor shall issue the credit note within three (3) working days and the Company shall not responsible for any delay in paying the amount until it has received the credit note from the Contractor.

6. Warranties and Representations

- 6.1 The Contractor warrants and represents that:

Services/General

- (a) all Services to be performed hereunder by the Contractor shall be carried out in accordance with the terms, requirements and specifications of the Agreement, to a reasonable standard, and in accordance with any legislative requirements or local or international standards or codes of practice;
- (b) where applicable, all Services, shall comply with the Original Equipment Manufacturer (OEM) maintenance procedures and safety tests.
- (c) all Services to be performed hereunder by the Contractor shall be carried out by duly qualified persons with expertise, experience and knowledge to carry out the Services;
- (d) the Contractor observe and comply with, and to 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, including provisions of the Personal Data Protection Act 2012 (No. 26 of 2012), applicable at the Sites;

- (e) at the date of commencement of the provision of Services the Contractor has obtained and will maintain for the duration of the provision of such services, all permits, licenses and consents necessary for the Contractor to perform the Services;
- (f) only new original or genuine replacement Components/Parts shall be used for the Services.
- (g) in the event it fails to conform to the terms of this Master Agreement and in particular the warranties given under this Clause, it shall, without request, take immediate action to remedy the same without any cost to the Company

Deliverables

- (h) any modification, enhancement or adaptation of the Equipment or Software 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 Master Agreement;
 - (i) all deliverables provided under this Master Agreement 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;
 - (j) all deliverables and components of the Equipment and/or its Software provided pursuant to this Master Agreement shall be fit for the ordinary purposes for which such components are used and shall perform in accordance with the documentation;
- 6.2 Where the Contractor fails or refuses to carry out its obligations under this Master Agreement 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.
- 6.3 The Parties each represents and warrants that the following facts and circumstances are and at all times shall be, true and correct: -
- (a) it has the requisite corporate power and authority to enter into the Agreement and that the Agreement does not conflict with any other agreement or obligation by which the respective Party is bound;
 - (b) its representatives have full authority to make representations, commitments or agreements, whether written or oral, and the signatories for and on behalf of each Party are authorised and fully empowered to execute the Agreement on that Party's behalf; 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 the Agreement; and

- (c) the execution of the Agreement by NUHS and the Contractor does not constitute a breach of agreement or undertaking under any other separate agreement or contract with third parties.

7. Suspension or Termination

7.1 In addition to any other rights of termination or suspension contained in the Agreement, each Company may, unless such termination is prohibited by written law, without prejudice to any other rights it may have, by written notice terminate the Agreement or the relevant Transaction Schedule or Addendum or suspend the Contractor's performance of all or any of its obligations under it immediately and without liability of the Company for compensation or damages if:

- (a) the Contractor provides Services which does not meet the requirements in the Agreement (or part thereof), and fails to rectify such defect, non-conformity or inadequacy within thirty (30) days after being given notice by the Company to do so;
- (b) a change of agency or distributorship for the Equipment occurs during the Contract Period, at the Company's sole discretion;
- (c) the Company gives the Contractor at least one (1) months' notice that the Equipment is no longer used by the Company;
- (d) the Contractor fails to comply with any material aspects of the Agreement (or part thereof) or fails to perform any of its obligations in the Agreement (or part thereof) and fails to remedy such breach (if capable of remedy) within fifteen (15) days after being given notice by the Company so to do; or
- (e) any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations in the Agreement.

7.2 Each Company may terminate the Agreement or the relevant Transaction Schedule or reduce the scope of the Agreement or the relevant Transaction Schedule or Addendum, at any time without cause by giving the Contractor prior written notice of at least three (3) months. No compensation, monetary or otherwise shall be payable to the Contractor in such event. Upon termination of the Agreement or the relevant Transaction Schedule or Addendum by the Company in accordance with this Clause, the Contractor shall:

- (a) be entitled to payment for all Services performed and accepted up to and including the final day of the notice period, provided always that all terms and conditions of the Agreement have in the opinion of the Company been duly and faithfully observed by the Contractor; and
- (b) forthwith deliver to the Company all work products prepared in connection with the Agreement (if any) which have been agreed upon prior thereto up to and including the final day of the notice period.

7.3 In the event of termination under Clause 7.1 above, the Contractor shall refund and repay to the Company any advance payment received from the Company without prejudice to the Company's right to claim compensation for increased costs in providing the Services from other sources, and for any loss, expense or damage suffered or incurred by the Company. Any termination of the Agreement shall be without prejudice to any rights or obligations that the Company may have accrued under the Agreement on or before termination, including in respect of an antecedent breach.

- 7.4 During the notice period, the Contractor shall only perform Services in accordance with the unrevoked instructions of the Company pursuant to the Agreement.
- 7.5 Commencing upon notice to the Contractor of the termination of the Agreement (or part thereof) and continuing through the effective date of expiration or termination, the Contractor will provide to the Company reasonable assistance if requested by the Company to facilitate the orderly transfer of the subject matter of the Agreement as desired by the Company. If requested by the Company, the Contractor will reasonably cooperate with a third party contractor in connection with the preparation and implementation of a transition plan by such third party or the Company upon the termination or expiration of the relevant Transaction Schedule or Addendum (or part thereof).

8. Force Majeure

- 8.1 No Party shall be liable for any loss, damage or penalty resulting from delays or failures in the performance of their obligations under the Agreement if the delay or failure results from events beyond the reasonable control of any Party.
- 8.2 For the purposes of the Agreement, such events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, pandemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of the Agreement (or part thereof). A force majeure event shall not include shortage of labour or disruption to labour or equipment which could with reasonable diligence have been prevented.
- 8.3 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.
- 8.4 The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.
- 8.5 If any force majeure event shall continue for a period exceeding sixty (60) days, then the Company and the Contractor may at any time thereafter, upon giving notice to the other, elect to terminate the Agreement (or part thereof).
- 8.6 In any of the events mentioned in Clause 8.2, the Company and the Contractor shall for the duration of such event be relieved of any obligation under the Agreement as is affected by the event except that the provisions of the Agreement shall remain in force with regard to all other obligations under the Agreement which are not affected by the event.

9. Indemnity

The Contractor shall: -

- 9.1.1 indemnify, defend and hold harmless the relevant Company, its servants and agents against all or any liability, claim, expense (including court costs and fees of solicitors (on a full indemnity basis) and that of other professionals) or loss in respect of damage to

any property or personal injury to or death of any person due to the act, default, omission or negligence of the Contractor, its servants or agents arising out of or in the course of the performance of this Agreement.

- 9.1.2 indemnify the relevant Company, its servants, agents, employees, officers and departments against any claims by any workmen, employee or agent or subcontractor, or any workmen, employee or agent of such subcontractor, of the Contractor for any personal injury and/or death suffered in connection with the performance of the Agreement including but not limited to payment under the Workmen's Compensation Act (Cap. 354) and for any costs, charges or expenses incurred in respect thereof.
- 9.1.3 indemnify the relevant Company, its servants, agents, employees, officers and departments against any claims, costs, charges and expenses whatsoever incurred by the relevant Company, its servants, agents, employees, officers and departments in respect of any claims by any person(s) whatsoever (including but not limited to any patient or visitor) arising out of or connected to or contributed to by the breach or non-performance of the Agreement by the Contractor.

10. Confidentiality

- 10.1 The Parties hereto agree to treat as confidential all information received from the other Party which is reasonably considered confidential or proprietary and which shall include information indicated in writing or labelled to be "Confidential", "Proprietary Information" or with any other comparable legend to similar effect, at the time of disclosure, which it may acquire in relation to the other Party, including but without any limitation whatsoever, all business information, strategic and development plans, medical records, Personal Data, any matter concerning the Company, its affairs, business, shareholders, directors, officers, business associates, clients or any other person or entity having dealings with the Company; information relating to the financial condition of the Company, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of the Company; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by the Company to the Contractor which the Contractor may be provided access by the Company whether stored electronically or otherwise; all information which is deemed by the Company to be confidential information or which is generated as a result of or in connection with the business of the Company and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other 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 termination of the Contractor's services. The Contractor shall ensure that none of the patients of the Company can be identified in any reports, submissions and publications of the Contractor, which shall be deemed to be confidential information of the Company within the meaning of this clause and shall remain confidential indefinitely (collectively, "**Confidential Information**").

- 10.2 The Contractor shall not, without the prior written consent of the Company, disclose any Confidential Information or any information relating to the Agreement or any of the contents hereof whether directly or indirectly to any other party.
- 10.3 The restrictions on disclosure of Confidential Information described in Clause 10.2 above do not extend to any information that:
- (a) already exists in the public domain at the time of its disclosure;
 - (b) is already in the Contractor's possession;
 - (c) is independently developed by the Contractor outside the scope of this Master Agreement or the relevant Transaction Schedule; or
 - (d) is rightfully obtained by the Contractor from third parties.
- 10.4 The Contractor hereby agrees that it shall:
- (a) 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 the Agreement and are made aware of its confidential status, to the extent reasonably required for the performance of the Agreement, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of the Agreement;
 - (b) 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 the Agreement;
 - (c) 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.
- 10.5 The Contractor must promptly inform the Company about any unauthorised disclosure of the Company's Confidential Information.
- 10.6 Where the Services relate to the disposal of any Equipment, the Contractor shall ensure that all Confidential Information stored or recorded in the Equipment, is irretrievably erased or destroyed in accordance with international standards.
- 10.7 The obligations of each Party contained in this Clause 10 shall survive the termination of this Agreement.

11. Personal Data

- 11.1 Without prejudice to Clause 10 of this Master Agreement, and where the Contractor receives "personal data" (as defined by the Personal Data Protection Act (No 26 of 2012) ("PDPA")) of individuals from the Company or may have access to or are handling personal data on behalf of the Company, the Contractor shall fully comply with the PDPA and all subsidiary legislation, including any re-enactments, supplements, amendments and any advisory/ guidelines issued by the Personal Data Protection Commission when dealing with personal data.
- 11.2 The Contractor further agrees that when dealing with the Company's personal data, the Contractor will:

- (a) only use personal data in accordance with the Company's instructions and for the purposes for which the personal data was disclosed;
 - (b) limit disclosure of the personal data to its employees on a need to know basis and only for the purposes for which the personal data was disclosed by the Company;
 - (c) protect the confidentiality and integrity of the personal data in its possession or under its control by making reasonable security arrangements (e.g. implement administrative, physical, and technical safeguards) to prevent unauthorised access, collection, use, disclosure, destruction, disposal, copying, modification damage, corruption or loss of the personal data;
 - (d) immediately notify the Company in writing if a data breach or any incident referred to paragraph 1.2(b) above has occurred and take all necessary steps to remedy and prevent its reoccurrence. The Contractor shall keep the Company fully informed on the steps taken in remedying the incident.
 - (e) cooperate and provide all necessary assistance relating to any enquiry by the Company on the Contractor's use and processing of the personal data and the investigation of complaints and incidents.
 - (f) cease to retain any personal data if it is no longer necessary to retain for legal or business purposes for which the personal data was disclosed by the Company, and will destroy or purge all personal data in its possession and provide a written confirmation of the same to the Company, unless the Company requests for the personal data to be returned;
 - (g) not allow their sub-contractors to access the Company's personal data without the prior written consent of the Company and subject to the Contractor's agreement to be responsible for their sub-contractors' breaches of the personal data disclosed; and
 - (h) not transfer the personal data outside Singapore, without the Company's prior written consent, which may be subject to additional undertakings required by the Company.
- 11.3 The Contractor (and its sub-contractor(s) if any) shall permit, upon the Company's request, to conduct audits on its premises and systems to ensure that the collection, use and disclosure of the personal data is in compliance with the requirements of the PDPA and the obligations stated above. The Contractor shall and shall procure its sub-contractor(s), if any, to render all necessary assistance to the Company for the purposes of such audits.
- 11.4 Subject to the foregoing, the Contractor's obligations under this Clause 11 shall survive the expiry or termination of the Agreement.
- 12. Variation of Agreement**
- 12.1 No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in the Agreement shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision of the Agreement.
- 12.2 Any time or other indulgence granted by the Company under the Agreement shall be without prejudice to and shall not be taken as a waiver of any of the Company's rights

under the Agreement 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.

- 12.3 The provisions of this Master Agreement shall not be varied except by agreement between the Parties. No variation in the terms of the Master Agreement (or part thereof) shall apply thereto unless such variation has first been accepted in writing by both the Contractor and the relevant Company.
- 12.4 If the Company or the Contractor wishes to vary a Transaction Schedule, the proposing party shall convey the proposed variations to the other party (the "**Receiving Party**"), specifying a reasonable period in which the Receiving Party is to provide written notice of acceptance or rejection of the proposal.
- 12.5 If the Receiving Party accepts the variations, the Transaction Schedule shall be deemed to be so amended from the date of acceptance. If the Receiving Party rejects the proposed variations, each Party shall perform the Transaction Schedule in accordance with the unvaried terms.
- 12.6 An agreement to vary the provisions of a Transaction Schedule under Clauses 12.4 to 12.5 can be made through the entering of an addendum by authorized representatives of **the relevant Company** and **the Contractor**, substantially in the format provided in Schedule 3 herein. This Clause 12.6 imposes no obligation on the relevant Company or the Contractor to verify if the other's representative is duly authorised to agree variations to the Transaction Schedule.

13. Assignment, Transfer or Sub-Contract

- 13.1 The Company may assign any of its rights or transfer any of its obligations under the Agreement. The Company shall give notice of any assignment or transfer of its rights and obligations under the Agreement to the Contractor as soon as reasonably practicable, which assignment or transfer shall be subject to the relevant Transaction Schedule.
- 13.2 Upon any assignment or transfer by the Company, the Contractor:
- (a) is treated to have consented to such assignment or transfer;
 - (b) must accept any transferee of the Company as its new counterparty to the Agreement;
 - (c) must release the Company from all its obligations in the Agreement (save for any antecedent breach); and
 - (d) must become a party to and sign any novation agreement with the Company and its transferee relating to the said assignment or transfer, if required by the Company,

provided that the transferee shall assume all obligations of the Company under the relevant Transaction Schedule referable to a period on and from the effective date of the assignment or transfer, in accordance with the provisions of the relevant Transaction Schedule and any novation agreement will be prepared by the Company.

13.3 The Contractor may not assign, transfer or sub-contract any of its rights and obligations arising out of the Agreement to any third party without the prior written consent of the Company. Notwithstanding that any obligation is sub-contracted, the Contractor shall remain solely and personally responsible at all times for the due observance by such sub-contractors of all the terms and conditions of the Agreement, and shall be liable for any act or omission by any sub-contractor that constitutes or may constitute a breach, repudiation, default or failure to comply with any of the terms and conditions of the Agreement whether total or partial. The Contractor shall indemnify the Company against all and any losses, expenses, costs (including legal costs), damages, liabilities, proceedings or claims arising therefrom.

14. Dispute Resolution

14.1 In the event of any dispute or difference arising out of or in connection with or in relation to the Agreement, including any question regarding the existence, validity, termination, application or interpretation of the Agreement or any of its provisions, or any claim, disagreement or dispute arising out of or relating to the Agreement or the breach thereof of any of its provisions, the relevant Company and the Contractor shall use their best endeavours to settle the dispute informally by agreement between them. The relevant Company and the Contractor shall always act in good faith and co-operate with each other to resolve any disputes.

14.2 If the dispute, claim, question, disagreement, difference or breach is not settled in accordance with Clause 14.1, it shall first be referred to the Chief Executive Officer (or equivalent designation) (or their respective nominees) of each of the relevant Company and the Chief Executive Officer (or equivalent designation) (or their respective nominees) of the Contractor for resolution.

14.3 In the event such dispute cannot be resolved through good faith negotiation between the relevant Chief Executive Officers of the relevant Company and the Contractor within sixty (60) days from the date of commencement of such negotiation, the Parties agree that such dispute shall then be submitted to Singapore Mediation Centre for mediation, and in that regard the Parties hereto agree:

(a) to abide by the Singapore Mediation Centre's Adjudication Procedure Rules, and that the mediation and, among other things, the terms and process of mediation, including all chargeable fees, will be governed by the said Adjudication Procedure Rules; and

(b) to abide by any settlement and to effect the terms thereof reached through such mediation.

14.4 In the event that any issue or claim is not resolved by mediation within a period of one hundred and eighty (180) days from the date of a letter from either Party proposing to settle the dispute through mediation, then but not otherwise, such issue or claim shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC**") for time being in force ("**SIAC Rules**") which rules are deemed to be incorporated by reference into this Clause. The applicable law of the arbitration shall be the Arbitration Act (Chapter 10) or its modification or re-enactment thereof. The Tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of the SIAC. The seat of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English.

14.5 The commencement of dispute resolution processes set out in this Clause 14 shall, to the extent possible, not affect the continual performance of the Parties obligations under the Agreement.

15. Insolvency

15.1 Each Company may at any time by notice in writing terminate its Agreement without compensation to the Contractor in any of the following events:

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

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

15.2 Any termination under Clause 15.1 above shall discharge the relevant Parties from any liability for further performance of the Agreement and the relevant Company shall have the right to be repaid forthwith any sums previously paid under the Agreement (whether paid by way of a deposit or otherwise) and to recover from the Contractor the amount of any loss or damage sustained or incurred by the Company as a consequence of such termination.

16. Notices

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

16.2 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 PROVIDED THAT any Party may at any time alter its address or any other communication particulars by serving written notice on the other Parties.

17. Entire Agreement

- 17.1 The Parties expressly acknowledge that they have read the Agreement and understood its provisions. The Parties agree that the Agreement constitutes the entire agreement between them with respect to the subject matter of the Agreement 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 the Agreement in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in the Agreement has been made to or by the Parties.
- 17.2 There are no assumptions, dependencies, conditions or constraints which would affect the Contractor's performance or compliance with the Agreement or otherwise negate any of the provisions in the Agreement.

18. Severability

- 18.1 In the event that any term, condition or provision of the Agreement 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 the Agreement and shall be of no force and effect; whereas the remaining terms and provisions of the Agreement shall remain in full force and effect as if such term, condition and provision had not originally been contained in the Agreement, unless the severed provisions render the continuing performance of the Agreement impossible, or materially change a Party's rights or obligations under the Agreement; in which event, such Party may give written notice of its intent to terminate the Agreement to the other Party.
- 18.2 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.

19. Reasonableness

The Parties agree that the clauses in the Agreement are reasonable. In construing the clauses herein, the clauses shall not be construed contra proferentum against the Company.

20. Language

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

21. Survival Clause

All clauses of the Agreement so intended to survive after the termination or expiration of the Agreement shall survive such termination or expiration.

22. Independent Contractor/ No Partnership

The Company and the Contractor are independent contractors. Save as expressly provided in the Agreement or by express agreement in writing between the Parties, nothing in the Agreement 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 any 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 no 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 the Agreement.

23. No Third Party Beneficiaries

Saved for the Companies mentioned in Schedule 1, nothing contained in the Agreement 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 the Agreement under the Contracts (Rights of Third Parties) (Cap 53B), and no person shall be deemed to be a third party beneficiary under or by reason of the Agreement.

24. Intellectual Property Rights

- 24.1 Where as a result of carrying out its obligations and/or providing Services under the Agreement 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 the Agreement. All Foreground IP capable of vesting in accordance with this Clause 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 alone without the need for any transfer or assignment. All Foreground IP incapable of vesting in accordance with this Clause 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.
- 24.2 Where applicable, 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. The said source codes shall be delivered in the following manner:
- (a) One (1) soft copy of the source codes in CD; and
 - (b) One (1) hard copy of the source codes to be signed-off by the Contractor and the Company unless otherwise agreed.
- 24.3 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.
- 24.4 Each Party shall do everything necessary (including executing agreements and documents) to give full effect to the provisions of this Clause 24.
- 24.5 For the avoidance of doubt, nothing in the Agreement shall affect the Parties' right to own any intellectual property rights created prior to or independently of the Agreement ("**Background IP**").
- 24.6 In relation to Background IP owned by the Contractor which is provided by the Contractor under the Agreement: -
- (a) the Contractor grants to the Company 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 and possess the Background IP solely and exclusively for the purposes intended under the Agreement; and

- (b) 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 the Agreement.

25. Remedies for Infringement of Intellectual Property Rights and Royalties

- 25.1 All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copyrights and trademarks used or required to be used in respect of the Software or any part or unit thereof supplied under the Agreement shall deemed to be included in the Contract Price.
- 25.2 The Contractor shall fully indemnify, defend and hold harmless the Company 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 use of the Services performed by the Contractor.
- 25.3 In the event that any such infringement or threatened infringement occurs or may occur, the Contractor shall at its own expenses do all things necessary or expedient to permit the Contractor to continue performing the Services; or terminate the performance of the affected Service and assist the Company to obtain such replacement service and works at the Contractor's sole cost and expense, without prejudice to any other rights of the Company.
- 25.4 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 any intellectual property rights) against the Contractor which could have an adverse impact on the Company.
- 25.5 In addition to any other right that the Company might have, in the event that any claim is made or is threatened to be made against the Company that the Contractor may have infringed the intellectual property rights of any third party the Company shall have the right to suspend the Agreement until the Contractor procures the right for the Company to provide the Services or any part thereof so that they become non-infringing to the satisfaction of the Company and the relevant third party, within such timeline specified by the Company.

26. Use of Name

Except as may be necessary for a Party to carry out its obligations under the Agreement, no Party shall under any circumstances whatsoever use another Party's name, trade names, trademarks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of a Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

27. Workplace Safety & Health

- 27.1 The Contractor agrees that it will, in the performance of the Services comply with all relevant laws in relation to health and safety including without limitation the Workplace

Safety and Health Act, including submitting risk assessment documentation to the Company before commencement of the Agreement.

- 27.2 If the Services are to be performed in the Premises, the Contractor warrants that it has inspected the Premises and is satisfied that the Services can be performed and/or Equipment can be installed, safely without undue risk to the safety and health of its and the Company's representatives. The Contractor shall inform the Company immediately if the Contractor believes or has reason to believe that the Premises or any part thereof is not in compliance with the Workplace Safety and Health Act (Cap 354A).
- 27.3 Where the Contractor is or becomes aware of any hazards and or alerts from manufacturers of Equipment that are original manufacturer equipment on issues that affect the general safety of the continued use of the Equipment, the Contractor is required to immediately inform the Company of the nature of the hazard and the corrective and mitigated steps to be taken.

28. Governing Law

The Agreement 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.

29. Compliance with Law

- 29.1 The Contractor shall ensure at all times that in its performance of the Agreement it shall conform in all respects with the provisions of all laws of Singapore and shall not cause the Company 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 PDPA, Cybersecurity Act (Act 9 of 2018), Computer Misuse Act (Chapter 50A) and the provisions of the Private Hospitals and Medical Clinics Act (Chapter 248), Ministry of Health's circulars and directives issued from time to time including any amendments thereto.
- 29.2 The Contractor agrees to indemnify the Company, the Company's 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 29.

30. Gifts, Inducements and Rewards

The Company shall be entitled to terminate the Agreement immediately, 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 the Agreement 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 him 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.

31. Insurance

- 31.1 The Contractor shall maintain all necessary insurance policies at its own expense with a reputable insurance company, with adequate level of cover in respect of the risks arising out of the Contractor's performance of its obligations under the Agreement and from all liabilities arising under the Agreement. Such insurance shall include public liability insurance. The Contractor will provide copies of the certificates of such insurance to the relevant Company upon the Company's demand.
- 31.2 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy liabilities under the Agreement.

32. Right of Set Off

Whenever under this Agreement any sum of money (including any damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Agreement.

33. Execution in Counterparts

- 33.1 This Master Agreement 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 Master Agreement PROVIDED ALWAYS THAT this Master Agreement shall be of no force and effect until the counterparts are exchanged.
- 33.2 This Master Agreement and any counterparts may be executed and delivered electronically by emailed portable document format (PDF) document (or other mutually agreeable document format) and such electronic version shall be treated as an original copy of the Master Agreement.

34. Miscellaneous

- 34.1 Notwithstanding Clause 10, the Parties agree that a Company may in its sole discretion share this Master Agreement, the Agreement(s), and any Transaction Schedule(s), with any party as it wishes or as it deems suitable or relevant, including but not limited to, any of its affiliates, any of the other Company/ies, and their internal or external professional advisors and auditors, the Company's procurement agent (i.e. ALPS Pte. Ltd.), and any regulatory bodies and government agencies.

35. European Union General Data Protection Regulation (GDPR)

- 35.1 The Contractor shall be bound by the obligations of the GDPR and must take appropriate measures to comply with the GDPR if any one or more of the circumstances stated below are applicable to the Contractor:
- i. If the Contractor has an establishment in the Union and is processing personal data of data subjects received or accessed from the Company either in the Union or elsewhere.

- ii. If the Contractor is providing processing services to data controllers in the Union regardless of whether the processing takes place in the Union or not.
 - iii. If the Contractor is offering goods or services to data subjects in the Union or monitors the behaviour of data subjects within the Union.
- 35.2 For the purpose of this Clause 35, the following words and expressions shall have the meaning assigned hereunder and will only be applicable to the interpretation of this Clause 35 of the Agreement:

“data controller” means any person or entity which determines the purposes and means of processing personal data in its control or possession

“data subject” means the individual to whom personal data relates.

“establishment” is the place where the processing activities takes place.

“GDPR” means the European Union General Data Protection Regulation.

“personal data” means any information relating to an identified or identifiable natural person (data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“processing” means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Union” means the European Union, the European Economic Area and their member states.

- 35.3 The Company reserves the right to procure from the Contractor further undertakings or implement a separate data processing or data transfer agreements with respect to the compliance of the GDPR if necessary, and the Contractor shall fully comply with the Company for the procurement of such undertakings or agreements.

- 35.4 The Contractor shall solely be responsible for any non-compliance or breaches of the GDPR and shall fully indemnify the Company against any fines, losses, damages, actions, proceedings, liabilities, costs, claims and expenses (including legal costs) suffered by the Company.

36. AUDIT

- 36.1 If required by the Company and where appropriate, the Contractor shall allow the Company to conduct periodic audits at all locations and premises in which the Contractor (and its sub-contractor(s) (if applicable)) performs its obligations under the Master Agreement to ensure that there are proper controls and compliance with the Master Agreement and to monitor the performance of the Contractor’s obligations under the Master Agreement, 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 (and its sub-contractor(s) (if applicable)) shall cooperate with and provide support, information and assistance to the Company for the purpose of such audits. The Contractor (and its sub-Contractor (if applicable)) shall

[Reference No#]

[Vendor Name:]

provide all support necessary for the conduct of the audits at no additional cost to the Company.

36.2 Without prejudice to the foregoing, the Company may conduct surprise spot checks on any locations and premises in which the Contractor (and its sub-Contractor(s) (if applicable)) is performing or has performed obligations under the Master Agreement for the purpose of such audits.

36.3 Notwithstanding Clause 13.3, should the Company consent in writing for the Contractor to sub-contract its rights and obligations, then the Contractor shall ensure its sub-contractor(s) comply with Clause 36.1 and 36.2 , above and cooperate with the Company at all times. The Contractor shall include a clause in its contract with its sub-contractor(s) to allow the audits and spot checks on the sub-contractor(s) by the Company.

IN WITNESS WHEREOF this Master Agreement has been entered into on the date stated at the beginning.

Signed by)
[insert name of signatory])
for and on behalf of)
NATIONAL UNIVERSITY HEALTH)
SYSTEM PTE. LTD.)
as agent for the Companies as)
Listed in Schedule 1)
in the presence of)

Name:
Designation:

Signed by)
[insert name of signatory])
for and on behalf of)
[CONTRACTOR])
in the presence of)

Name:
Designation:

SCHEDULE 1

(List of Companies and the Contractor)

Parties

Companies:	
Contractor:	

SCHEDULE 2**SCOPE OF SERVICES****1. Maintenance Services - General**

1.1 The Contractor shall maintain the specified Equipment/Systems for the Contract Period specified in the Transaction Schedule in accordance with the terms of the Master Agreement.

1.2 The Contractor shall provide one or more of the following types of Services:

(a) Comprehensive Maintenance Contract

Comprehensive Contract shall consist of:

- (i) Preventive Maintenance;
- (ii) Corrective Maintenance;
- (iii) All Components/Parts unless specifically excluded in the relevant Transaction Schedule;
- (iv) All Consumables unless specifically excluded in the relevant Transaction Schedule;
- (v) At least one (1) complimentary system training per year.

(b) Non-Comprehensive Maintenance Contract

Non-Comprehensive Contract consist of Preventive Maintenance and Corrective Maintenance only but excludes all labour charges for Corrective Maintenance and cost of all parts and consumables.

(c) Preventive Maintenance Only Contract

Preventive Maintenance' or 'PM Only Contract' consist of safety checks on mechanical components, calibration, alignment checks, electrical leakage tests and any other works specified in the PM Checklist but exclude the labour charges for Corrective Maintenance and cost of all parts and consumables.

2. Preventive Maintenance (PM)

2.1 The Contractor undertakes to make regular, scheduled visits to the Company site to test the functions and inspect the condition of the Equipment/System and make such adjustments or repairs as shall be necessary to keep the Equipment/System in good working order and safe for use. Without prejudice to the generality of the foregoing, the PM performed shall comply with the Original Equipment Manufacturer (OEM) maintenance procedures and safety tests and shall include all items listed in the service manual supplied with the Equipment/System any other special maintenance requirements recommended by the OEM.

2.2 Missed PM. In the event of the Contractor's failure to perform Preventive Maintenance, the Contractor shall indicate the missed PM session on the Proof of Service in accordance with **Clause 7**. Should the Contractor fail to submit the Proof of Service or fail to perform the scheduled PM, without prejudice to any other legal rights and remedies the Company may have against the Contractor, the Company may (a) require the Contractor to provide the missed PM session at a date and time to be agreed with the

Company or (b) deduct or offset the charges for the missed PM session from the Contract Price.

- 2.3 If the Contractor fails to indicate or record the cost of such missed PM, the Company shall not be obligated to make payment of the Payable Amount (defined in **Appendix A** [List of Equipment and PM Schedule] to the Transaction Schedule) to the Contractor.

3. Corrective Maintenance (CM)

- 3.1 The Contractor shall attend to unlimited Breakdown Calls during the Contract Period upon receipt of verbal or written notification from the Company's approved representative. Upon such notification, the Contractor shall, within the Response Time given, make such repairs or adjustments to, and replace such Components/Parts of, the Equipment/System in order to restore the Equipment/System back to its proper operating condition.
- 3.2 The service report shall be submitted within 24 hours from the time of incident/receipt of Breakdown Calls.
- 3.3 The Contractor shall provide the designated point of contact specified the Transaction Schedule and make arrangements to enable maintenance representatives to receive requests timely for Corrective Maintenance service, when such need arises, twenty-four (24) hours a day. The Contractor shall provide written notification of any change in the designated point of contact.
- 3.4 The Company shall have the right to employ other persons to perform the works in a manner approved by the Company in order to complete the works. All costs and expenses incurred in consequence of such action shall be recoverable from the Contractor.
- 3.5 The Contractor shall furnish to the Company a six (6) months warranty each for all repair works undertaken and all new parts installed. The Contractor shall make good any damage and do all necessary repairs or replacements should the Equipment/System not perform to the satisfaction of the Company during the warranty period. The Company's decision as to the performance requirements of the Equipment/System shall be final.
- 3.6 The Corrective Maintenance shall include safety checks on mechanical components, calibration, alignment checks, electrical leakage tests and any other works necessary.

4. Availability of Components/Parts

- 4.1 Where any of the Equipment/System is found or reported to be in need of repairs which include the replacement of faulty Components/Parts, the Contractor shall replace all such faulty Components/Parts in the Equipment/System and ensure that the Equipment/System is in proper operating condition. The Contractor guarantees, on completion of the repairs, that the Equipment/System and Components/Parts supplied is of merchantable quality and fit for their purpose and will be free from any defects in material workmanship and is completely safe for operation, conforms to all applicable specifications and that all replaced Components/Parts carry a minimum six (6) month's warranty from the date of replacement of that component or part. Only if requested by the Company, after a maintenance visit the Contractor shall return all replaced Components/Parts to the Facilities Management Department of the Company, otherwise the Contractor shall remove the replaced Components/Parts from the Premises.
- 4.2 Before any replacement and/or repair of Components/Parts is done, the Contractor shall submit a quotation for the replacement Components/Parts to the relevant Company for approval. Notwithstanding the foregoing, in the event of urgent circumstances, the

Components/Parts shall be replaced urgently by the Contractor at the request of the relevant Company. The aforementioned in this paragraph 4.2 does NOT apply to (1) all Components/Parts that are under warranty and (2) Comprehensive Contracts (indicated accordingly in the relevant Transaction Schedule).

- 4.3 For Comprehensive Contracts only: All replaced Components/Parts chargeable under comprehensive contracts shall be supplied by the Contractor in accordance with the list in Table 3 of Appendix B.
- 4.4 For Non-Comprehensive Contracts and PM only Contracts: The prices of all Components/Parts, of individual, chargeable under Non-Comprehensive contracts and PM only contracts, shall be set out in Appendix B.

5. **Exclusion of Components/Parts and/or Consumables**

The Contractor shall provide the Schedule of Rates in Schedule 5 for excluded Components/Parts and Consumables. Failing to provide for exclusion of Components/Parts and Consumables would deem that these would be inclusive of the Contract Price of the Services.

6. **Disruption to User Department**

Maintenance Services shall be executed with minimum inconvenience and disruption to the operation of the Company's business. The hours of maintenance services shall comply with the Companies' House Rules.

7. **Submission of Proof of Service**

- 7.1 All Maintenance Services undertaken by the Contractor shall be carried out promptly and shall be carried out only by:
- (a) duly qualified persons with expertise or trained by the Original Equipment Manufacturer (OEM);
 - (b) experience and knowledge in accordance with the highest standards of current established practice;
 - (c) the Company shall be entitled to inspect progress from time to time as the Company requires.
- 7.2 Proof of delivery of Maintenance Services and/or Components/Parts and/or Consumables would be determined upon submission to the Company of Contractor's Services Reports or other such evidence in writing e.g. Service Checklist, Service Report, Delivery Order, Certificate of Completion and any other investigation, assessment and/or written reports.
- 7.3 Upon the completion of any Services, the Contractor shall within one (1) week of such completion submit to the Company's Facilities Management Department, a detailed service report duly certified by the Contractor specifying the nature of the work undertaken, the type of repairs and/or modification effected, the Components/Parts replaced (if any) and the result of the Services. The Company is entitled to withhold payment for such Services if the Contractor fails to comply with this clause. The Company may request for additional reports as and when deems fit. The cost of such service shall be deemed to be included in the Contract Price.

8. Modification of Equipment/System

If the Contractor proposed to modify the Equipment/System in order to facilitate the repair work such that its facilities or operating conditions are affected, the Contractor shall notify and obtain the consent in writing of the Company's approved representative to the proposed modification. The Company may agree to the modification if it does not result in any increase in the cost of maintenance to the modified system. If the consent is given, the Contractor shall carry out the work at the Contractor's expense at such time to be specified by the Company. If the modification works do not affect the Equipment/System facilities or operating conditions, they may be carried out in accordance with the Contractor's own schedule.

9. Replacement of Components/Parts

- 9.1 Where the Equipment/System is found or reported to be in need of repair which includes the replacement of faulty Components/Parts, the Contractor shall replace all such faulty Components/Parts in the Equipment/System and ensure that the Equipment/System is in proper operating condition.
- 9.2 The disposal of damaged/faulty Components/Parts shall be recorded on the Proof of Service and signed off by the Company and the Contractor.
- 9.3 The Contractor represents and warrants to the Company that only new original or genuine Components/Parts are used. The Contractor guarantees, on completion of the repairs, that the Equipment and Components/Parts supplied are of merchantable quality, fit for their purpose, free from any defects (including latent defects) in material workmanship and are completely safe for operation of the Equipment, and conforms to all applicable specifications in the Agreement and that all replaced Components/Parts carry a minimum six (6) month's warranty from the date of replacement of that Component or Part.
- 9.4 The Contractor shall submit a quotation for the replacement components/parts to the Company for approval before any replacement and/or repair of components/parts is done.
- 9.5 In the event of urgent circumstances, the components/parts shall be replaced urgently by the Contractor at the request of the Company's approved representative. **The aforementioned in this paragraph does not apply to (1) all components or parts that are under warranty and (2) comprehensive contract.**

10. Obsolete Equipment or Components/Parts

The Contractor shall inform the Company of any updates to the Equipment/System or Components/Parts as soon as the Contractor becomes aware of the obsolescence of the Equipment/System or Components/Parts.

11. Dispatch of Equipment for Overhaul or Repair

11.1 The Contractor shall be deemed to have included all costs, including those of packaging, carriage and insurance, that rate incurred in the dispatch, return and re-installation of items overhauled or repaired in his quotation/ the Agreement ~~Contract~~ for such work.

11.2 Testing and Inspection. The Contractor shall arrange to engage his own licensed engineer to carry out testing or inspection of the Equipment/System as specified in Appendix A to Schedule 5 – Transaction Schedule. The cost of such service shall be deemed to be included in the Contract Price.

- 11.3 Changes by The Company. If the Company proposes changes to the Equipment/System, the Contractor, if required by the Company, shall carry out the changes in accordance with the procedure laid down below and hereto at the expense of the Company. After the changes have been made, the Contractor shall perform the Maintenance Services as specified in **Clause 2** in respect of the changed system.
- 11.4 Procedure For Changes To The Equipment/System Required By The Company
- (a) The Contractor shall provide the Company with a cost estimate on the work to be done in order to carry out the requested changes.
 - (b) If the cost is acceptable to the Company, the Company and Contractor shall jointly define the tests to be carried out on the Equipment/System before the changes are deemed to be successfully implemented. The Equipment/System shall also be operated for 30 consecutive days to detect for any faults that could be attributed to the changes done to the system. The Company and Contractor shall jointly rectify and fault found.
 - (c) Upon successful test and operation of the Equipment/System, the Contractor shall maintain the changed system under the Maintenance Contract referred to in **Clause 2** and update the as-built accordingly.

SCHEDULE 3

Maintenance Standards (Service Level Requirements)

1. Response Time

Response Time refers time when the Breakdown Call of a fault is received to the time when suitably qualified employee(s) arrives at the Company site to attend to the fault.

Response Time: 1 Hour upon receipt of a Breakdown Call

The Contractor shall not exceed the Response Time stipulated above.

If the Response time is exceeded, the Company shall have the right to levy service credits on the Contractor as stipulated in Clause 5 herein or the Company shall have the right to employ other persons to perform the works in a manner approved by the Company in order to complete the works. All costs and expenses incurred in consequence of such action shall be recoverable from the Contractor.

2. Rectification Time

Rectification Time refers to time of arrival by Contractor to time when fault is rectified or necessary action is taken to the satisfaction of the Company's approved representative, whether or not the rectification time extends beyond office hours.

Rectification Time: 4 Hours upon arrival by the Contractor at the Company site

The Contractor shall not exceed the Rectification Time stipulated.

If the Rectification Time is exceeded, the Company shall have the right to impose liquidated damages on the Contractor as stipulated in **Clause 5** herein.

3. Availability of Equipment/System

For the purpose of making good all faults or defects, the Contractor shall proceed with diligence and expediency and dispatch suitably qualified employee to carry out the repairs or replacement to minimise the downtime or non-availability of the Systems and Facilities.

The Contractor shall complete the servicing/repairs or replacements and make the Equipment/System available to the satisfaction of the Company and complete the repair within the stipulated timeframe. If the Contractor fails to complete a repair within the stipulated time frame as set out in **Clause 2**, the Company shall be entitled to levy and impose the liquidated damages at the rates stipulated in **Clause 5** herein.

4. Availability of Components/Parts

The Contractor shall at his own expense obtain, store and maintain in a serviceable condition sufficient emergency spares for the Equipment/System at all times.

5. Service Credits

5.1 Response Time and Rectification Time. The Contractor will pay the following service credits for failure to keep the Response Times and Rectification Time

S/N	Service Levels	Time Frame	Service Credits (SGD\$)
1	Response Time	One (1) Hour upon receipt of a Breakdown Call.	S\$250 per hour exceeded per incident
2	Rectification Time	Four (4) Hours upon arrival by the Contractor at the Company site.	S\$250 per hour exceeded per incident

5.2 Availability of Equipment/System

S/N	Service Levels	Service Credits (SGD\$)
1	Total System Outage	the Company shall be entitled to levy and impose the Service Credits

5.3 Availability of Components/Parts

S/N	Availability of Components/Parts	Service Credits (SGD\$)
1	Failure to keep sufficient stock for emergency repair and as a result certain system fails and cannot be rectified within the stipulated time	S\$100 per calendar day of delay in rectification up to a maximum of S\$1,000 per case

5.4 Near Miss Incidents. In addition to the amounts payable by the Contractor to the Company under this Schedule 3 and other provisions of the Agreement including the indemnity provisions, the Company shall have the right to impose the following Service Credits on the Contractor for near misses attributable to the acts and/or omissions of the Contractor:

S/N	Event	Service Credits (SGD\$)
1	Near Miss Incident that exposes up to 5 Person ¹ s to a Material Safety Risk ²	S\$ 2,500
2	Near Miss Incident that exposes up to 10 Persons to a Material Safety Risk	S\$ 5,000
3	Near Miss Incident that exposes more than 10 Persons to a Material Safety Risk	S\$ 5,000+ S\$ 500 per every additional Person above 10

¹ Persons shall refer to patients, contractors, employees and/or visitors of the Company

² Material Safety Risk: Material Safety Risk shall mean a risk to a person's health and safety which could have resulted in death, permanent or serious injury

S/N	Event	Service Credits (SGD\$)
		Persons exposed to a Material Safety Risk

Note:

1. The amount of recoverable Service Credits specified in this Schedule 3 herein will be subject to a minimum of S\$100 and shall not exceed a maximum of ten per cent (10%) of the Contract Price.
2. Thereafter, should the Contractor continue to fail to perform the Services in accordance with this Master Agreement, the Company can at its option terminate the Agreement without being liable therefore in damages and obtain the same from other source(s) and the costs of procuring alternative services from another contractor shall be deducted from any monies due to or become due to the Contractor under the Agreement or shall be recoverable as damages.
3. The Service Credits shall be issued as a credit note and deducted and offset against the Company's payment for the Services for failed service levels. Upon receipt of the Company's notice to issue credit note for failed services, the Contractor shall issue the credit note within three (3) working days and the Company shall not responsible for any delay in paying the amount until it has received the credit note from the Contractor.

SCHEDULE 4

IT Technical Specifications & Cybersecurity

1. Cybersecurity Standards. The Contractor shall comply with the following regulatory IT and cybersecurity standards that have been adopted by the Companies including any updates made from time to time by the regulatory authorities and communicated in writing to the Contractor in the performance of the Services including and not limited to (provided always that should there be any cost involved in meeting such IT and cybersecurity standards, the Parties shall determine and mutually agree on the cost and who should bear or share the cost):
 - (a) The Contractor shall inform the Company's Facilities Management Department representative ("**FM representative**") as and when available, validated IT updates by the Contractor to the Software including IT security patches necessary to fix a vulnerability or as required as part of upcoming routine updates necessary to operate the Equipment safely provided that (i) the Contractor becomes aware of a vulnerability which is not classified as irrelevant or that could be exploited by a cybersecurity threat, and (ii) in the case of third party software the third party software provider has issued the respective patch to the Contractor. For avoidance of doubt, (i) IT security patches aforementioned and, or upgrades to fix a cybersecurity vulnerability without enhanced features shall be provided to the Company at no additional cost; and (ii) the purchase, implementation and timing of other upgrades depending on the severity of the vulnerability and not pertaining to cybersecurity vulnerabilities shall be determined by the Company at its own cost.
 - (b) The Contractor shall provide assistance to update or provide information of the Equipment whenever required by the Company. This shall include but not be limited to on-site support, USB port blocking, Network Segmentation, creation/deletion of accounts on the Equipment and enable/disable/changing of passwords. Should there be any cost involved in rendering such assistance, the Contractor shall make known to the Company before the start of any abovementioned works.
 - (c) The Contractor shall not use or plug into the Company's network any removable storage media, devices and, or equipment that are not supplied by the Company without first obtaining clearance from the Company's IT Department through the BME representative. All removable storage media shall be scanned for malware in the presence of the Company before the necessary files are transferred to a Company-approved removable storage media for purpose of providing the Services.
 - (d) The Contractor shall ensure there is no Internet connection to any of its devices/equipment under any and all circumstances, unless otherwise approved by the Company. This shall be applicable for all Contractor's devices and loan equipment used during the course of the Services and updates and upgrades of the Software.
 - (e) All Contractor's devices/equipment used during the course of the Services including any updates/ upgrades of the Software shall be:
 - (i) Installed with a fully paid subscribed, commercial antivirus software that is updated to the latest definition.

(ii) Fully scanned with results showing no virus or malware infection whatsoever.

(iii) Installed with the latest security patches for their operating system.

For the avoidance of doubt, the Contractor (and its sub-contractor(s) if any) would be subjected to ad-hoc audit checks, where the Company may request to access the Contractor's personnel devices/equipment to verify the Contractor's compliance with this clause

2. Representations to Cybersecurity.

2.1 Except as disclosed in writing to the Company, the Contractor warrants and represents that:

- (a) To the knowledge of the Contractor, there has been no (i) security breach, or (ii) unauthorised use, access, misappropriation, modification, or other compromise, of or relating to any information technology and computer systems, data storage systems, interfaces, networks, hardware, software, data, devices or equipment owned by or licensed to the Contractor or its affiliates, that are used and, or made available to the Company by the Contractor or its affiliates in the performance of the Services (collectively, "**IT Systems and Data**");
- (b) The Contractor and its affiliates have not received any written notice of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach, unauthorized use, access, misappropriation, modification, or other compromise to the IT Systems and Data;
- (c) The Contractor and its affiliates are presently in compliance with all applicable laws and regulations, internal policies and contractual obligations relating to the protection of IT Systems and Data from a security breach or unauthorized use, access, misappropriation, modification or other compromise;
- (d) The Contractor and its employees and, agents or contractors staff have not in the performance of its Services compromised the Company's cybersecurity by making any unauthorised access, misappropriation, modification, or other compromise to the Company's other systems, equipment and devices that are not under the purview of the Contractor;
- (e) All software, cybersecurity or network security updates or upgrades supplied by the Contractor, and all devices used by the Contractor to provide the Services, do not contain any unauthorised code, virus, Trojan horse, malware worm or other software code, routine or software components designed to permit unauthorised access, disable, erase or otherwise harm or impede the Company's use of the software or any related hardware;
- (f) All installation, technical support, maintenance, training, and other services provided by the Contractor with regard to the software, cybersecurity or network security updates or upgrades shall be performed in a professional manner by qualified personnel trained and skilled in the performance of the Services; and
- (g) The Contractor and its affiliates have implemented backup and disaster recovery technology.

3. Responding to Cybersecurity Incidents

3.1 If at any time the Contractor becomes aware that a representation or warranty given by it under this clause has been breached, is untrue or is misleading, the Contractor shall immediately:

- (a) Alert and notify the Company of the relevant occurrence in sufficient detail to enable the Company to make an accurate assessment of the situation; and
- (b) Provide to the Company the necessary resources and cooperation to arrest and prevent further capitulation of the Company's cybersecurity including a plan for the Company to continue using the IT Systems and Data without being exposed to any security breach, unauthorized use, access, misappropriation, modification, or other compromise (the "Plan"). The Company may accept, modify or reject the Plan. If the Company accepts the Plan, the Contractor shall immediately implement the Plan at its sole expense. If the Company modifies the Plan, the Contractor shall use best efforts to implement the modified Plan at its sole expense.

3.2 The Plan may require the Contractor or its affiliates to:

- (a) modify the IT Systems and Data (or part thereof) without affecting the capacity and performance of the IT Systems and Data; or
- (b) replace the IT Systems and Data (or part thereof) with other IT Systems and Data of identical capability and performance.
- (c) If the Company does not provide the Company with the Plan, if the Company rejects the proposed Plan, if the Company does not implement the Plan or the modified Plan expeditiously, or if the Company breaches any obligation in this clause, the Company may immediately terminate the Agreement (or part thereof), and the Company shall promptly refund to the Company the fees for the IT Systems and Data, (to the extent paid for by the Company to the Contractor) without prejudice to any other rights of the Company. The Company shall also assist the Company to obtain replacement IT Systems and Data at the Company's expense.

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

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

5 Survival. The obligations of the Contractor under this clause will survive the expiry or termination of the Contract

SCHEDULE 5

(Specimen Transaction Schedule)

Reference No.	xx
Name of Institution(s)	
Name of Contractor	
Transaction Schedule Effective Date	xx
Transaction Schedule Expiry Date	xx

The provisions set out in the Master Maintenance Service Agreement entered into on [date] (“Master Agreement”) between the Contractor and NUHS are incorporated, mutatis mutandis, in this Transaction Schedule and shall form a part of this Transaction Schedule.

1. Contract Type	<input type="checkbox"/> Comprehensive <input type="checkbox"/> Non-Comprehensive <input type="checkbox"/> Preventive Maintenance (PM) Only	
2. Equipment/System	Refer to Appendix A: List of Equipment and PM Schedule	
3. Trade:	<input type="checkbox"/> ACMV <input type="checkbox"/> Building	<input type="checkbox"/> Electrical <input type="checkbox"/> Mechanical
4. Additional Scope of Works (if any):		
5. Cybersecurity Requirements:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required. Reasons:	
6. Contractor Working Days:		
7. Contractor Office Hours:		
8. Total Contract Price:	Refer to Appendix B - Price & Schedule of Rates	
9. Contract Period:	DD-MM-YYYY to DD-MM-YYYY ([X] Months/Years) Option to Renew: <i>Up to [1] year [as per Clause 2.3 of the Master Agreement]</i>	

[Reference No#]

[Vendor Name:]

<p>10. Notices and Contact details</p>	<p>Contractor Address: Contact Person (Office Hours): Telephone Number: Mobile Number: Fax Number 24-hour Hotline Numbers:</p>
	<p>Company Address: Contact Person: DID: Email Address:</p>
<p>11. Appendices</p>	<p>Appendix A: List of Equipment and PM Schedule Appendix B: Price & Schedule of Rates Appendix C: PM Checklist Appendix D: Maintenance Procedures / Standards/Matter of Statement Appendix E: Instructions and Operations Manuals</p>

[Reference No#]

[Vendor Name:]

APPENDIX A List of Equipment and PM Schedule

S/N	Site	Equipment Name	ASSET TAG	SERIAL NUMBER	MODEL	Location	Serving Location	COMMENCEMENT DATE	EXPIRY DATE	CONTRACT PERIOD	TYPE OF CONTRACT*	FREQUENCY OF PM	SCHEDULE OF PM	COST Per Maintenance	DEDUCTION FOR COST OF MISSED PM**
1															
2															
3															
4															
5															
6															
7															

* Comprehensive Contract, Non-Comprehensive Contract or PM Only Contract

**For missed PM, Payable Amount = (Cost to be invoiced for each applicable piece of Equipment after each PM) – (Deduction for Cost of missed PM). The “Deduction for Cost of missed PM” should be equivalent to the amount charged for PM only services.

Please Note:

If this column is not completed at the time of signing of the Agreement by the Contractor, then both Parties agree that the Company will not be obligated to pay the Contractor the Payable Amount.

[Reference No#]

[Vendor Name:]

APPENDIX B

Price & Schedule of Rates

1. General – Maintenance Services

No.	Description	Contract Cost
1	Maintenance Services Total	Year 1: Year 2: Year 3: Year 4: Year 5:
2	Cybersecurity Requirements Total	Year 1: Year 2: Year 3: Year 4: Year 5:
Total:		

Cost to be invoiced during the Contract Period:

Month	YEAR 1 (S\$)	PM** (S\$)	Year 2 (S\$)	PM** (S\$)	Year 3 (S\$)	PM** (S\$)	Year 4 (S\$)	PM** (S\$)	Year 5 (S\$)	PM** (S\$)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
Total:										

** For missed PM, payable amount = (Cost to be invoiced after each PM) – (PM) (“Payable Amount”)

[Reference No#]

[Vendor Name:]

2. Labour Rates

NO	Service Charges	Rates
1	Labour Cost During Office Hours	S\$ /hour
2	Labour Cost After Office Hours	S\$ /hour
3	Labour Cost on Sunday & Public Holidays	S\$ /hour

3. Schedule of Rates for Chargeable Components/Parts/Consumables (For Comprehensive Contracts)

NO.	PART NO.	PART DESCRIPTION	Inclusive (Yes/No)	Type (Part/Consumable)	FREQUENCY	QTY PER EQUIPMENT	Unit Price (S\$)	APPLICABLE MODEL*
1								
2								
3								
4								
5								
6								
7								
8								
9								

*Cross refer to relevant "Model" as listed in **Appendix A – List of Equipment and PM Schedule.**

Components/Parts Warranty Period

All replaced Components/Parts must carry a minimum warranty of six (6) months.

[Reference No#]

[Vendor Name:]

4. Schedule of Rates for Components/Parts/Consumables (For Non-Comprehensive Contracts and PM Only Contracts)

NO.	PART NO.	PART DESCRIPTION	Type (Part/Consumable)	FREQUENCY	QTY PER EQUIPMENT	Unit Price (\$)	APPLICABLE MODEL*
1							
2							
3							
4							
5							
6							
7							
8							
9							

*Cross refer to relevant "Model" as listed in **Appendix A – List of Equipment and PM Schedule.**

Components/Parts Warranty Period

All replaced Components/Parts must carry a minimum warranty of six (6) months.

APPENDIX C

PM Checklist

[Reference No#]

[Vendor Name:]

APPENDIX D- Maintenance Procedures/Standards/Matter of Statement

APPENDIX E - Instructions and Operations Manuals

[Reference No#]

[Vendor Name:]

The Company

The Contractor

Signed by
[Name]
[Designation]
For and on behalf of
[Insert Company's Name]
In the presence of

Signed by
[Name]
[Designation]
For and on behalf of
[Insert Company's Name]
In the presence of

[Insert name of witness]
[Designation]
Date:

[Insert name of witness]
[Designation]
Date: