

SECTION 2: GENERAL TERMS AND CONDITIONS

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1 OBJECT

- 1.1. In consideration of the payment as hereinafter provided, the Contractor shall, upon the terms and conditions hereinafter set forth, supply and, if applicable, deliver, install, test and commission, the Goods and/or perform the Services to the Company.

2 DEFINITIONS

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

“Affiliate”	means an organisation/institution (including but not limited to medical hospitals, clinics, institutions and healthcare practitioners) that is related to the Company either (i) by reason of the Company directly or indirectly controlling the organisation/institution; or (ii) by reason of both the Company and organisation/institution being controlled by or under the common control of a third party; or (iii) by reason that the Company is obliged to provide support or other services to that organisation/institution for any reason. In the context of corporate entities, a person “controls” the entity if it owns and controls (i) more than fifty percent (50%) of whose shares or other securities entitled to vote for election of directors (or other managing authority) in the entity, or (ii) more than fifty percent (50%) of the equity interest in the entity, or (iii) is otherwise able to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise
“Background IP”	Shall have the meaning attributed to that term in Clause 18.4 below.
“Change Request”	Shall have the meaning attributed to that term in Clause 29.4 below.
“Company”	means Alexandra Health Pte Ltd, (“ AHPL ”)
“Confidential Information”	shall have the meaning ascribed to it in Clause 28.1.
“Contractor”	means the Party who or which has undertaken to supply the Goods and/or perform the Services.
“Contract”	means the contract between the Company and the Contractor, with any authorized variations or formal agreement, if executed between the Company and the Contractor.
“Contract Price”	means the total price payable to the Contractor under the Contract for the supply and, if applicable, delivery, installation, testing and commissioning, of the Goods and/or for the performance of the Services under the Contract.
“Documentation”	means both hard (printed) and soft (machine readable

information and includes electronic or digitised versions of printed documents) copies of publicly available manuals, reports, applicable operational instructions, screen layouts, report formats, any additional specifications and program and system documentation relating to the Goods and/or Services necessary for the use, maintenance and operation of the Goods and/or Services and from time to time as such materials are developed or updated.

“Event of Default”	means any event listed in Clause 26.2.
“Force Majeure Event”	shall have the meaning ascribed to it in Clause 27.1.
“Goods”	means any item or all items, or any part of such item(s), that the Contractor is required to supply under the Contract as more particularly identified in the Requirements Specifications.
“Intellectual Property”	means patents, trade marks, service marks, registered designs, applications for any of the foregoing, copyright (including without limitation, rights in computer software whether in compiled or source form), design rights, trade and business names, domain names and any other similar protected rights or assets in any country.
“Intellectual Property Rights” or “IPR”	means rights arising out of or in connection with Intellectual Property.
“Major Milestone”	means any of the Contractor’s obligations to deliver the Goods and perform the Services, as set out in the Requirement Specifications or other applicable time schedule in the Contract and which have been designated by the Company and the Contractor as such.
“Maximum LD for Delay”	Shall have the meaning ascribed to it in Schedule 1;
“Official Standards”	means all applicable international and local laws, rules, regulations, directives and governmental requirements, all applicable industry standards, relating to the Goods, including the design, production, supply and use thereof.
“Requirement Specifications”	means: <ul style="list-style-type: none"> i. the specifications issued by the Company to the Contractor for the purpose of inviting the Contractor to submit its proposal for the supply of the Goods and/or Services. ii. (where the Contractor’s proposal has been accepted by the Company) the specifications for the supply and, if applicable, the delivery, installation, testing and commissioning, of the Goods and/or Services to be delivered by the Contractor and accepted by the Company; and iii. such other amendments or specification as may be mutually agreed in writing between the Parties.

“Security Deposit”	shall have the meaning ascribed to it in Clause
“Service Level”	means the minimum standards of performance to be achieved by the Goods or by Contractor in performing the Services, as set out in the Requirement Specifications or as otherwise agreed in writing between the Parties from time to time.
“Services”	means the work or any part thereof that the Contractor is required to supply in accordance with the Requirement Specifications or under the Contract.
“Site”	means the locations where the Goods or any part thereof are to be delivered, installed, tested and/or commissioned or where the Services are to be performed, as stated in the Requirement Specifications or specified by the Company.
“Staff”	shall have the meaning set out in Clause 27.7.
“Warranty Period”	shall have the meaning set out in Clause 21.1.
“Works”	<p>means and includes all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, object or source code, computer software, programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) relating to the subject matter of the Contract or the applicable Goods or Services, that are conceived, designed, practiced, prepared, produced or developed by the Contractor:</p> <ul style="list-style-type: none"> i. during the course of the Services; ii. based upon knowledge or information learned or gained from the Company; or iii. resulting from the use of the Company’s facilities, personnel, or materials.

3 INTERPRETATION AND REFERENCES

- 3.1 These General Terms and Conditions and all the Schedules, Annexes, Exhibits and Appendices hereto are hereby incorporated into and deemed part of the Contract and all references to the Contract shall include the these General Terms and Conditions, Schedules, Annexes, Exhibits and Appendices.
- 3.2 References herein to a Clause, Schedule, Annex, Exhibit or Appendix shall be to such Clause, Schedule, Annex, Exhibit or Appendix of these General Terms and Conditions, unless otherwise expressly provided.
- 3.3 References in the Contract to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in the Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such

- words shall be construed interchangeably in that manner. Whenever the words “include”, “includes” or “including” are used in the Contract, they will be deemed to be followed by the words “without limitation”.
- 3.4 References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.
- 3.5 Any reference to “day” shall mean a period of twenty-four (24) hours, ending at twelve (12) midnight.
- 3.6 If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. A “business day” means any day other than a Saturday, a Sunday or a day on which banks are authorised or required to be closed in Singapore.
- 3.7 References in the Contract to anything which any Party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect, on its own account, or for or through any other person and those which it permits or suffers to be done or not done by any other person.
- 3.8 The Clause headings and Table of Contents are for reference and convenience only and shall not be considered in the interpretation of the Contract.
- 3.9 The Schedules and the Annexes, Exhibits and Appendices thereto set out additional terms and conditions of the Contract. In the event of a conflict between any of these General Terms and Conditions and the terms of any Schedule(s), the conflict will be resolved in the following order or priority: (1) the Schedule(s) (including any annex, appendix or exhibit attached thereto); and (2) these General Terms and Conditions. Without prejudice to the generality to the foregoing, the following Schedule(s) and Exhibit(s) are attached to the Contract:
- Schedule 1 - Variable List
 - Schedule 2 – Medical Goods
 - Exhibit 1 – Pricing Exhibit
 - Exhibit 2 – Maintenance Services
 - Exhibit 3 – Product Requirements
 - Exhibit 4 – Proposed Model & General Info
 - Exhibit 5 – Sponsorship Declaration
 - Exhibit 6 – PDPA Compliance Checklist
 - Exhibit 7 – IT Compliance Checklist
 - Exhibit 8 – MDOT Security Compliance Checklist

4 GOODS AND SERVICES

- 4.1 The Contractor shall supply the Goods and/or perform the Services in accordance with the Requirements Specifications, at the price(s) agreed upon and in accordance with the terms of the Contract.
- 4.2 The Company reserves the right, at its discretion, to vary the delivery date and/or commissioning date (if applicable) of Goods and/or Services or for the Contractor’s performance of other obligations under the Contract, at no cost to the Company if notification is given two (2) months in advance by the Company to the Contractor, provided that the delivery date and/or commissioning date may be brought forward ahead of schedule only upon the mutual agreement of both the Company and the Contractor.

- 4.3 The Contract does not grant the Contractor an exclusive right to supply the Company any goods or services. The Company may contract with third parties for the procurement of comparable or similar goods or services on such terms as the Company may deem fit.
- 4.4 The Contractor shall be required to conform to the rules and regulations of the Company and its Affiliates with respect to the supply of goods and services and entry to the Site, which the Company and its Affiliates may from time to time notify the Contractor in writing. The Company and its Affiliates may update or modify the rules and regulations from time to time. Unless otherwise agreed, such updates or modifications shall be effective thirty (30) days after notifying the Contractor. As at the date of the Contract, the Company has notified the Contractor of the following:
- (a) Company's House Rules for the Contractors; and
 - (b) Conditions and Requirements for Contractors' Works.

5 SCOPE OF CONTRACT

- 5.1 The Contractor shall carry out and complete the supply of all Goods and/or Services in accordance with the Contract, the proposal conditions and the specifications in every respect.
- 5.2 The Contractor acknowledges and agrees that whilst the Company is the contracting party to the Contract, the Goods and/or Services may be delivered to or enjoyed by or performed for the benefit of the Company's Affiliates. Whilst the Company's Affiliates may place their request for the Goods and/or Services directly with the Contractor and the Contractor shall supply the Goods and/or perform the Services as though such request was made by the Company, no Affiliate shall have the power or authority to modify or change any aspect of the Contract.
- 5.3 The Contractor further acknowledges that the Company has entered into one or more agreements with outsourced service providers pursuant to which the outsourced service providers' employees, contractors and agents (collectively, "Provider") will provide certain services to the Company. The Contractor consents to and agrees that Provider may operate, manage and access any Goods and/or equipment supplied or to be supplied by the Contractor pursuant to this Contract. In the event that the Contractor is not the party which is able to give such consent or agreement, the Contractor represents and warrants to the Company that the Contractor shall obtain such consent and agreement from the appropriate party so as to enable Provider to operate, manage and access any goods and/or equipment supplied or to be supplied by the Contractor pursuant to this Contract.
- 5.4 In the event of any discrepancy, error or omission on the part of the Company in the Contract, the proposal conditions or the specifications, the Company shall resolve the discrepancy, error or omission and such resolution shall be final and binding. The Company may permit an increase in price where such resolution results in additional Goods or Services being furnished by Contractor, provided the Contractor gives the Company reasonable advance written notice of such an increase in price. Where such resolution results in a decrease of Goods or Services being supplied, Contractor shall reduce its price correspondingly.
- 5.5 In the event of any discrepancy, error or omission on the part of the Contractor in its proposal, the Contractor shall resolve the discrepancy, error or omission to the satisfaction of the Company and there shall be no increase in the price payable to the Contractor where additional Goods or Services are furnished to the Company. Where such resolution resulted in a decrease of Goods or Services being supplied, the Contractor shall reduce its price correspondingly.

- 5.6 The Contractor agrees that the Company is reliant on Contractor's skill, expertise and professional judgment and that the Contractor is responsible for properly determining the Company's requirements and supplying the Goods and/or Services in accordance with those requirements.

6 CONTRACT PRICE

- 6.1 The total price quoted shall represent the total cost to the Company, excluding Goods and Service Tax ("**GST**") for each and every item of Goods and performance of Services proposed or quoted. This total price shall include:

- (a) all transport, lifting, packing, freight, handling, delivery, insurance, taxes, royalties, duties, etc., where applicable;
- (b) the cost of the equipment inclusive of all accessories, whether explicitly or separately specified or not, and necessary:
 - (i) for providing the full capabilities asked for; and
 - (ii) for the immediate operation of the Goods;
- (c) all on-site / off-site labour for the preparation of site and installation;
- (d) all cabling, parts, hardware, wiring at site, etc., necessary for the complete installation;
- (e) making good and/or replacement of any damaged building structures, etc., damaged during the installation and any obvious work to which express reference has not been made;
- (f) documentation as specified in the Contract;
- (g) training as specified at Clause 12 and/or relevant Schedule;
- (h) testing and commissioning as may be specified in the relevant Schedule; and
- (i) warranties as specified at Clause 20 and/or relevant Schedule.

- 6.2 The Contract Price for the Goods and/or Services and/or the individual unit rates or rates for a specified duration / period shall not be subject to change during the term of the Contract (including for the avoidance of doubt, any such term or period stated in a Schedule) unless expressly agreed to in writing by the Company.

- 6.3 In the event that there are any pricing factors which may potentially vary the Contract Price and/or individual unit rates or rates for a specified duration / period during the term of the Contract, all such factors shall be exhaustively listed in Exhibit 1 – Pricing to Schedule 2 attached to the Contract. All other pricing factors which are not listed in the Exhibit shall be deemed null and invalid.

- 6.4 Without limiting the generality of the foregoing, if during the term of the Contract there is any decrease in the Contract Price applicable to the Goods and/or Services provided due to a change in the applicable laws, regulations or tariffs, the Contract Price shall be reduced in a manner which gives effect to such decreases.

7 DAMAGE TO BUILDINGS

- 7.1 The Contractor shall be responsible for and shall make good any damage to the Site or any building or part thereof, inclusive of fixtures, fittings and furniture, caused by its servants, workmen or agents and shall leave the same in as good a state of repair as it was when the Contractor commenced work under the Contract at the Site or at such building.

8 TITLE AND RISK

- 8.1 Unless otherwise stated in the appropriate Schedule, the title in the Goods, all components and materials for the Goods and tools to be used exclusively in connection with the Goods shall pass to the Company as soon as they are allocated by the Contractor to the Contract and the title in all physical Works, Documentation and all

documents of any kind, including drawings, designs, test certificates of quality, parts lists and manuals, shall pass to the Company as soon as they are prepared or obtained by the Contractor. The Contractor shall clearly mark and store all such items so that they can be identified as the property of the Company, make them available for inspection by the Company at any time and comply with all instructions of the Company with regard to them.

- 8.2 Notwithstanding the earlier passing of title, risk in the Goods and all items identified in Clause 8.1 shall not pass to the Company until they are delivered and where appropriate, installed, tested and successfully commissioned in accordance with the terms of the Contract, and the Contractor shall be responsible for any loss or damage thereto howsoever arising prior to risk passing.

9 NOT DEALING AS PRINCIPALS

- 9.1 Where the Contractor does not deal with the Goods or any software to be supplied to the Company as principals or is only a distributor, dealer or reseller of the aforementioned items, the Contractor shall notify the Company of its status accordingly.
- 9.2 Unless otherwise agreed to by the Company, notwithstanding any change of the Contractor's status in relation to the principal for the Goods or any software, the Contractor remains obliged to perform its obligations under this Contract.

10 LIQUIDATED DAMAGES

- 10.1 In the event the Contractor fails to deliver, install, test and/or commission the Goods and/or perform the Services in accordance with the dates set out in the applicable Schedule (other than in the circumstances provided under Force Majeure) and the Company has indicated in Schedule 1 that this Clause 10 applies in this Contract, the Company shall, in addition to any other remedies which it may have under the Contract or otherwise, have the right (but not the obligation) in relation to each and every delay:
- (a) to cancel all or any such items of Goods or Services without being liable to the Contractor whether for damages or otherwise and obtain the same from other source(s) and all increased costs incurred thereby shall be deducted from any monies due to or become due to the Contractor under the Contract or shall be recoverable as damages from the Contractor; or
 - (b) to require the Contractor to pay or for the Company to deduct from monies owing by the Company to the Contractor, as and for liquidated damages (and not as a penalty), compensation in the manner and quantum as stated in Schedule 1. The Parties agree that the liquidated damages for delay provided for in this Clause shall not be the sole and exclusive remedy for delay, and the Company reserves the right to claim for actual damages caused by delay, beyond the Maximum LD for Delay. For avoidance of doubt, the Maximum LD for Delay as indicated in Schedule 1 applies to each event of delay committed by the Contractor. The Contractor acknowledges that there is no limit on the total liquidated damages payable for repeated delays committed by the Contractor.

11 DOCUMENTATION

- 11.1 All Documentation shall be supplied in the English language and in both hard and soft copy. Documentation shall be supplied by the Contractor at no additional charge together with the Goods and/or Services to which they relate. In particular, Contractor shall where applicable or on the Company's request provide the following, in both hard and soft copy, in relation to Goods:

- (a) two (2) original sets of the comprehensive operating instructions including photographs, layouts, drawings, etc., which explain the operation, applications and care of the equipment in detail;
 - (b) abbreviated operating instructions either on the item of Goods or on a laminated card not larger than A4 size, attached directly to the item of Goods;
 - (c) two (2) original sets of the complete service manual published by the manufacturer inclusive of;
 - (i) detailed performance specifications, environmental requirements, power requirements, power consumption, dimensions and weight;
 - (ii) installation instructions;
 - (iii) detailed technical description / theory of operation with reference to block diagrams showing functional operation of the Goods and circuit schematics;
 - (iv) detailed troubleshooting procedures including diagnostic software wherever applicable;
 - (v) recommended preventive maintenance schedules including parts replacement schedules;
 - (vi) calibration procedures and performance checkouts including specifications of suitable test and measuring equipment;
 - (vii) exploded-view, layout, wiring and inter-connection diagrams;
 - (viii) circuit schematics identifying components in the same terms as the parts list, wherever applicable; and
 - (ix) complete parts list including manufacturer's and original Equipment Manufacturer's (OEM's) part numbers and, if possible, a list of equivalent parts;
 - (d) two (2) sets of complete technical documentation in English pertaining to the installation inclusive of precise, dimensioned drawings of all wall, ceiling and floor mounts and detailed wiring and interconnection diagrams of the installation;
 - (e) end user training material (if these are different from those referred to in sub-clause (a) above); and
 - (f) all other documentation that the Contractor is obliged to provide under the Requirement Specifications.
- 11.2 All subsequent updates of each set of the documents referred to in the preceding sub-clause, whether as a result of changes to the Goods or Services or otherwise, shall be supplied at no charge to the Company as soon as they are available and in any case before the Warranty Period expires.
- 11.3 Failure to supply the Documentation shall be construed as incomplete delivery.
- 11.4 In relation to Goods, the Contractor shall supply at no additional charge service manual update information pertaining to every item of such Goods for as long as the equipment manufacturer issues such updates.
- 12 TRAINING**
- 12.1 Where stipulated in the Requirement Specifications that training is required, the Contractor shall provide training to the Company's nominated personnel. The details of such training shall be specified in the Requirement Specifications or as may be agreed in writing by the Parties.
- 12.2 All training shall be conducted in the English language by the Contractor's qualified instructor(s), who shall possess suitable training, qualifications and experience in relation to the subject matter. The Contractor shall provide a copy of the instructor(s)' resumes setting out such training, qualifications and experience to the Company upon request.

The training to be provided shall be to such a level that the Company's nominated personnel shall be able to:

- (a) Apply, handle, install, repair, calibrate, maintain or overhaul all models of the Goods purchased from the Contractor; and/or
- (b) Make full use of the Services provided by the Contractor.

12.3 The training provided shall meet the objectives and comply with the Company's requirements as set out in the Requirement Specifications or as may otherwise be agreed between the Parties.

12.4 Upon the Company's request, the Contractor shall provide service/operator's training at no cost to the Company's nominated representative(s), regardless whether the Goods are provided on a service contract or are out of warranty.

12.5 Manuals, whether or not used or to be used in conjunction with any training, shall form part of the Documentation and shall be provided in hard and soft copy form to the Company at no additional charge.

13 WHERE QUANTITIES ARE NOT SPECIFIED

13.1 If the total quantities of any of the Goods or the frequency and extent of any Services to be supplied by the Contractor during the period of the Contract are not specified in the Contract or stated to be merely estimated, the Company shall be under no obligation to purchase any such Goods or Services. Any statement of the estimated quantities of Goods or the estimated frequency and extent of the Services required during the period of the Contract which may have been given to the Contractor in the course of inviting proposals shall be deemed to be approximate only and merely for the information of the Contractor.

14 INDEMNITY

14.1 The Contractor shall indemnify, defend and hold harmless the Company, its servants, agents, employees, officers and departments against all or any liability, claim, expenses (including court costs and fees of solicitors (on a full indemnity basis) and other professionals) or loss in respect of damage to any property or personal injury to or death of any person due to the negligence or wilful default of the Contractor, its servants, agents or subcontractors arising out of or in connection with the performance of the Contract except to the extent that such damage to any property or personal injury or death was caused by the negligence or default of the Company. The Company shall promptly notify the Contractor in writing of any such claim. The Contractor may not enter into any settlement, agreement, arrangement or compromise that would have a material or adverse effect on the Company without the Company's prior consent. The Company shall co-operate with the Contractor, at the Contractor's expense, in defending or settling such claim(s) and the Company may join in defence with counsel of its own choice at its own cost or expense.

14.2 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any claims by any workman, employee, agent or subcontractor or any workman, employee or agent of such subcontractor of the Contractor for any personal injury and/or death suffered in connection with the performance of the Contract including but not limited to payment under the Work Injury Compensation Act (Cap. 354) and for any costs, charges or expenses incurred in respect thereof except to the extent that such personal injury or death was caused by the negligence or default of the Company.

- 14.3 The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any claims, costs, charges and expenses whatsoever incurred by the 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 in connection with or contributed to by the breach or non-performance of the Contract by the Contractor.

15 GIFTS, INDUCEMENTS AND REWARDS

- 15.1 The Company shall be entitled to terminate the Contract immediately and to recover from the Contractor the amount of any loss resulting from such termination 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 Contract with the Company or for showing or forbearing to show favour to any person in relation to any contract with the Company or if the like acts shall have been done by any person employed by the Contractor or acting on his 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 his 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.

16 INSURANCE

- 16.1 Where required by the Company as a condition precedent to the commencement of any work under the Contract, the Contractor shall take out at its own expense with an insurance company registered to do business in Singapore a policy or policies of insurance adequate to indemnify the Contractor and/or the Company from all liabilities, including liabilities:
- (a) arising out of claims by any and every workman or employee whether such liability arises from the Workplace Safety and Health Act (Cap. 354A) or otherwise and from all costs and expenses incidental or consequential thereto; and
 - (b) in respect of personal injury or death or loss or damage to property and against loss or damage suffered or incurred by the Company by fire and such other perils as the Company may require.
- 16.2 The Contractor shall pay all premiums and ensure that all such policies remain in full force and effect throughout the term of the Contract. If directed by the Company, the Contractor shall deposit with the Company a copy of all policies taken out by the Contractor in compliance with this Clause as well as any such receipts evidencing payment of the associated premium.
- 16.3 If any default is made by the Contractor in complying with the terms of this Clause, the Company may, without prejudice to any other remedy available to the Company for breach of any terms of the Contract:
- (a) withhold all payments which would otherwise be due to the Contractor under the Contract and out of such money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance, and/or

- (b) pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any money due or becoming due to the Contractor.

16.4 Nothing in this Clause shall be construed to take away or to waive or in any manner to modify the right of the Company to be indemnified by the Contractor in respect of all claims, costs and other expenses whatsoever which, by reason of the Contractor's default or otherwise, may become payable by the Company.

17 SECURITY PASS AND WORK PERMIT

17.1 All employees deployed by the Contractor or its subcontractor(s) to carry out works at the Site or any other location as may be required by the Company including contract workers, supervisors etc. must obtain and display the Company's security pass while at the Site. In the event foreign workers are deployed, it shall be the Contractor's responsibility to ensure that such foreign workers have valid permits or passes issued by the Government of Singapore and the Contractor is to provide the Company with a comprehensive list of these workers and copies of their recent photographs and permits / passes. This list shall be forthwith updated in the event of changes in the deployment of foreign workers.

17.2 The Contractor shall observe and comply in all respects with all applicable laws and regulations (now or hereafter in force) relating to employment and the Industrial Relations Act (Cap. 136) and pay all costs, fees, charges and penalties connected with such compliance.

17.3 The Contractor shall ensure that no illegal immigrants are employed in the performance of the Contract and in the event the Contractor is in breach of this Clause 17.3, the Company shall, in addition to any other remedies which it may have under the Contract or otherwise, have the right to require the Contractor to pay or to deduct, as and for liquidated damages (and not as a penalty) at a sum of or three (3) months of the monthly payment that the Company is required to make to the Contractor, whichever is the greater.

17.4 Additionally, 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 17.1 or 17.3 above or any contravention of any applicable law, regulation or guidelines.

18 INTELLECTUAL PROPERTY RIGHTS

18.1 Where as a result of carrying out its obligations under the Contract for which the Contractor is to be paid by the Company, the Contractor generates proprietary technical data, know-how or any Intellectual Property, then such data, know-how and Intellectual Property and all Intellectual Property Rights so generated or comprising in the aforementioned shall vest in and be owned by the Company as and when such 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 Contract.

18.2 The Contractor shall not use any of the proprietary data, know-how and Intellectual Property referred to in Clause 18.1 for a third party without the authorization of the Company even in the event of the termination or expiry of the Contract, howsoever occasioned.

18.3 Each Party shall do anything necessary (including executing agreements and documents) to give full effect to the provisions of this Clause.

- 18.4 For the avoidance of doubt, nothing in the Contract shall affect either Party's right to own any IPR created prior to or independently of the Contract ("**Background IP**"). In the event that any Contractor's Background IP has been incorporated into the Works, Contractor shall grant to the Company a royalty free, worldwide, perpetual, non-exclusive, transferable and sub-licensable right and licence to the Background IP to use, reproduce, modify and create derivative works of the Background IP in conjunction with the Works.

19 ROYALTIES, REMEDIES FOR INFRINGEMENT OF IPR

- 19.1 All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any Intellectual Property used or required to be used in respect of the Goods and/or Services or any part or unit thereof supplied under the Contract shall be deemed to be included in the Contract Price.
- 19.2 The Contractor shall fully indemnify and keep indemnified the Company, its servants, agents, employees, officers and departments against all claims, and all costs, charges and expenses in respect thereof, by any third party for any alleged infringement of any Intellectual Property Rights which arises or would arise as a result of the Company's acceptance, possession, purchase, use or distribution of the Goods or any part or unit thereof or the Company's acceptance or use of the Services performed by the Contractor or any Works delivered by the Contractor to the Company (an "**IP Claim**").
- 19.3 In the event that an IP Claim is made or is threatened to be made or any IPR infringement or threatened infringement occurs or may occur, the Contractor shall at his own expense:
- (a) procure for the Company the right to continue accepting, possessing, purchasing, distributing or using the Goods or Works, or
 - (b) modify or amend the Goods or Works or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Goods or Works, or
 - (c) replace the Goods or Works or any infringing part thereof with other non-infringing Goods or Works of identical capability and performance; or
 - (d) do all things necessary or expedient to permit the Contractor to continue performing the Services and for the Company to accept and use those Services; or
 - (e) if none of the options listed above can be accomplished within a reasonable time specified by the Company or are otherwise not commercially reasonable, refund to the Company in full the price paid by the Company for the affected Goods and Services, terminate the performance of the affected Services and assist the Company to obtain such replacement services and Works at the Contractor's sole cost and expense, without prejudice to any other rights of the Company.
- 19.4 The Contractor agrees to give the Company prompt written notice of any threat, warning, or notice of any claim or action against the Contractor or any other user or any supplier of components utilised in any Goods or Works supplied by the Contractor to the Company, which could have an adverse impact on the Company's use of the Goods or Works or portion thereof.
- 19.5 In addition to any other right that the Company might have, in the event that any IP Claim is made or is threatened to be made or any IPR infringement or threatened infringement occurs or may occur, the Company shall have the right to suspend the Contract and not take delivery of the Goods or any part thereof until the Contractor complies with Clause

19.3 or otherwise resolves the IP Claim to the satisfaction of the Company and the relevant third party, within such timeline specified by the Company. If the foregoing is not possible, the Company shall be entitled but not obliged to return the Goods or that part thereof and obtain a full refund of any monies paid under the Contract, and to terminate the Contract with immediate effect upon written notice to the Contractor.

20 WARRANTIES

20.1 The Contractor represents and warrants that:

Goods

- (a) except as otherwise provided in the applicable Schedule, the Company shall acquire good and clear title to the Goods, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;
- (b) the Documentation provided by the Contractor hereunder will faithfully and accurately reflect the features and functionality of the applicable Goods and Services;
- (c) the Company shall quietly and peacefully possess all Goods and other materials provided hereunder;
- (d) the Goods shall be in good working order when installed, be ready for use and free from any defects in material and workmanship, and the Contractor will, in accordance with the terms of the Contract, make all adjustments, repairs and replacements necessary to correct such defects;
- (e) the Goods shall be fit for the ordinary purposes for which such Goods are used and shall conform to and perform in accordance with the Requirement Specifications;
- (f) all Goods are designed, produced, installed, furnished and in all respects provided, certified and maintained in compliance with all applicable Official Standards. Without prejudice to the generalities of the foregoing, where the Goods are medical devices, instruments, supplies or would otherwise be used on the human body, the Goods are in compliance with the Health Products Act (Cap. 122D) and that the Contractor has obtained all requisite approvals and licences in relation to the Goods from the Health Sciences Authority;
- (g) for the minimum period as stipulated in Schedule 1 commencing from the applicable supply, delivery, installation, testing or commissioning date of the Goods, whichever is latest, the Contractor will:
 - (i) manufacture or cause the procurement of spare parts for the Goods hereunder;
 - (ii) make available maintenance and repair services for such Goods; and
 - (iii) undertake to locally supply or make available these parts/consumables for the said period.

Additionally, the unit prices of the spare parts, accessories, instruments and consumables listed in a Pricing Exhibit attached to a Schedule of this Contract shall be firm and fixed as per clause 6.0.

Services

- (a) it shall use adequate numbers and qualified personnel with suitable training, education, experience, competence and skill to perform the Services in a

workmanlike manner consistent with the prevailing industry standards and practices, as such standards and practices improve from time to time ;

- (b) the Services will conform to the quality standards generally observed in the industry for similar services and will be provided with all reasonable skill and care;
- (c) the Contractor will provide independent and unbiased advice to the Company;
- (d) while the Contractor's employees, agents and subcontractors are on the Site, they will conform to such confidentiality regulations, security regulations and other policies and procedures generally applicable to the Company or the Company's Affiliates' own employees at the Site;
- (e) the Contractor's employees, agents and subcontractors assigned to provide the Services will exercise reasonable care in the use, safety and storage of equipment and facilities of the Company and the Company's Affiliates and shall leave the Site in a clean, tidy and safe condition;

General

- (a) all Goods, Documentation, material used in the provision of the Services, any and all other materials (including the Works) and the Services do not infringe upon the IPR or other proprietary rights (including, but not limited to, misappropriation of trade secrets) of any third party;
- (b) the Contractor complies with and shall at all times comply with all applicable laws and regulations in performing its obligations under the Contract; and
- (c) The Contractor has obtained and shall maintain at all times all licences, authorisations, releases and waivers, including export licences and permits and other governmental authorisations or certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to lawfully fulfill all its obligations under the Contract.

The Contractor acknowledges and agrees that the representations and warranties above are of great importance to the Company and that any breach of these warranties shall be a fundamental breach of the Contract.

20.2 Each Party 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 Contract and that the Contract does not conflict with any other agreement or obligation by which the respective Party is bound;
- (b) 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 Contract; and
- (c) that the signatories for and on behalf of that Party are authorized and fully empowered to execute the Contract on that Party's behalf.

20.3 The Contractor shall notify the Company of any defect or potential defect in the supplied Goods that may directly or indirectly impact the continuing safety, quality and efficacy of the Goods. In particular, the Contractor shall:

- (a) Notify the Company of the defect or potential defect and identify the affected Goods as soon as practicable, but not later than 24 hours, after discovering or acquiring Credible Information concerning the defect or potential defect; and
- (b) Provide a written notification to the Company within three (3) working days of the notification referred to in sub-clause (a) above that includes:
 - Information on relevant events leading up to the discovery of the defect or potential defect;
 - Information on any action taken by the contractor including but not limited to:
 - a. Safety notifications issued; and
 - b. Recall of affected or potentially affected Goods;
 - Detailed information on the defect or potential defect and its effect;
 - Detailed identification of Goods affected or potentially affected by the defect to the extent known at the time of notification;
 - A point of contact to coordinate problem analysis and resolution;
 - Any other relevant information.
- (c) Where the Goods were sourced by the Contractor from a third party, facilitate direct communications between the Company and the third party supplier.

For the purpose of this clause, “Credible information” means information that, considering its source and the surrounding circumstances, supports a reasonable belief that an event has occurred or will occur.

20.4 In order that the Contractor may comply with the provisions of clause 20.3 above, the Contractor shall include in its contracts or agreements with the Contractor’s suppliers a clause or provision which, save for the parties referenced therein, is identical to or is materially similar to the provisions of clause 20.3 above.

20.5 The Company’s receipt of any notification issued by the Contractor pursuant to clause 20.3 above is not and shall not be considered as a release of liability for the defect or its consequences. Nothing in clauses 20.3 to 20.5 affects any of the Company’s contractual rights or its rights at law.

21 WARRANTY PERIOD

21.1 The warranty period for the Goods shall be as set out in Schedule 1 (the “**Warranty Period**”) and commencing from the date or event stipulated in Schedule 1. The appropriate Schedule may also contain additional terms and conditions dealing with Warranty Periods and the Contractor’s obligations during those periods.

21.2 Upon a written claim being made by the Company to the Contractor during the Warranty Period, the Contractor shall:

- (a) provide such Services as the Contractor may be required to do so under the Requirement Specifications and the appropriate Schedule;
- (b) observe all response times described in the Requirement Specifications and/or appropriate Schedule; and
- (c) where such Services or response times are not stated in the Requirement Specifications or in the appropriate Schedule, replace with original parts and/or repair the Goods or any part(s) thereof (including accessories) found to be damaged, defective or not in compliance with the Requirement Specifications

and carry out any installation, testing and/or commissioning of such replacement or repaired Goods, within forty-eight (48) hours after notification from the Company or such other time limit set out in the applicable Schedule (if any).

Provided always that the Contractor shall not charge the Company at all for any of the foregoing Services or repair / replacement works.

- 21.3 The Contractor shall submit detailed service reports on all Goods repaired or modified in any fashion during the Warranty Period.
- 21.4 The Contractor shall also provide regular preventive maintenance as specified in the manufacturer's latest technical manuals during the Warranty Period at no cost to the Company.
- 21.5 The Warranty Period shall be extended accordingly by the period during which any item of the Goods is out of service. Goods are considered to be out of service as of the date of notification by the Company to the Contractor. The Goods shall not be treated as out of service if the whole or part of the Goods is replaced with original parts or if the Contractor provides a back-up item of the Goods while the said item of the Goods is undergoing repair.

22 SERVICE LEVELS

- 22.1 The Contractor guarantees that the Goods shall be available for use and shall function at the Service Levels (if any) during the Warranty Period and, where the Contractor provides Services for the maintenance of the Goods, during the term of such Services. The Contractor guarantees that the Services shall at all times be performed at the Service Levels (if any).
- 22.2 If more than one Service Level applies to any particular obligation of the Contractor, the Contractor shall perform in accordance with the most stringent of the Service Levels.
- 22.3 The Contractor shall compensate the Company for any failure to comply with the stipulated Service Level, in a manner and at such quantum as more particularly set out in the Requirement Specifications.
- 22.4 Notwithstanding the Contractor paying the aforesaid compensation to the Company under this Clause, the Company shall have, without prejudice to any other rights of the Company, the right to terminate the Contract or the relevant Schedule forthwith without compensation to the Contractor and without being liable therefore in damages.
- 22.5 If the Contractor fails to meet a Service Level, the Contractor shall promptly identify the root cause of such failure, take corrective and preventative action and furnish the Company with evidence that such corrective and preventative action will prevent the recurrence of such failure. The Parties agree that the Contractor's actions as described do not relieve the Contractor of any liability to the Company for any failure to meet a Service Level.
- 22.6 The Contractor shall implement measurement and monitoring systems and procedures required to measure and report the Contractor's performance of its obligations against the applicable Service Levels. Such measurement and monitoring systems shall facilitate reporting at a level of detail sufficient to verify compliance with the Service Levels and be subject to audit by the Company or its representatives. In connection with any audit by the Company, the Contractor shall provide the Company or its representatives with full information and access to aforementioned measurement and monitoring systems.

23 PAYMENT

- 23.1 Subject to the provisions of the Contract, the Company shall pay the Contractor the Contract Price. Invoices shall be submitted by the Contractor on a monthly basis upon delivery and, if applicable, acceptance and successful commissioning, of the Goods and/or the performance of the relevant Services. An undisputed invoice shall be due and payable by the Company within sixty (60) days from receipt of the invoice by the Company. PROVIDED that such payment shall not affect the Company's right to reject any of the Goods or Services and the Contractor's responsibility to replace or rectify defective or damaged Goods or re-perform deficient or defective Services.
- 23.2 Without limiting any of the Company's rights under the Contract, the amount of any payment or debt owed by the Contractor to the Company under the Contract may be deducted by the Company from any monies payable by the Company to the Contractor pursuant to the Contract.
- 23.3 The Contractor agrees that if any invoice is not submitted to the Company within six (6) months upon delivery and, if applicable, acceptance and/or successful commissioning, of the Goods or performance of the relevant Services, the Company shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.
- 23.4 The Contractor shall submit with its invoices such other documents as the Company may require for the purpose of making payment.
- 23.5 The Company shall not pay for expenses or cost of whatever nature other than those expressly set forth in the Contract.
- 23.6 The Company may, upon notice to the Contractor, withhold payment for Goods and/or Services that fail to meet the specifications (including minimum performance standards) set forth in the Contract and/or question any items invoiced to the Company. Such non-payment shall not constitute a default or breach of the Contract. In the event of any dispute between the Company and the Contractor with respect to the invoiced Goods and/or 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 30 of the Contract.

24 SECURITY DEPOSIT OR BANKER'S GUARANTEE

- 24.1 Where the Company indicates in Schedule 1 that it requires a security deposit from the Contractor for the due and faithful performance of the Contract and the fulfilment of the obligations hereunder, the Contractor shall, within the timeframe stipulated in Schedule 1, lodge with the Company a security deposit in the form of an on demand banker's guarantee (the form of which is set out at as Exhibit 1) for the sum stipulated in Schedule 1 (the "**Security Deposit**").
- 24.2 The Company shall be entitled to utilize and make payments out of or deductions from the Security Deposit.
- 24.3 In the event that the Security Deposit provided for in Clause 24.1 is inadequate to fully indemnify or compensate the Company for any loss, liability, cost, expenses or damage incurred or suffered by the Company as aforesaid, the Contractor shall, forthwith on demand by or on behalf of the Company, pay to the Company all losses, liabilities, costs, expenses (including without limitation, legal fees on a solicitor and own client basis) and/or damages as may be incurred or suffered by the Company to the extent to which the Security Deposit proves inadequate.
- 24.4 If, at any time, by virtue of the deduction by the Company in accordance with Clause 24.2, the Security Deposit falls below the stipulated sum referred to in Clause **Error!**

Reference source not found., the Contractor shall, forthwith on demand by or on behalf of the Company, top up the Security Deposit by paying the amount of the shortfall or furnishing an on demand banker's guarantee on terms acceptable to the Company for the same.

- 24.5 The Contractor shall maintain a valid Banker's Guarantee at all times for the duration of the Contract. If a banker's guarantee furnished under this Clause 24 shall for any reason expire or be cancelled prior to the date of expiry or termination of the Contract, the Contractor shall, within three (3) months of the expiry date or cancellation thereof, procure at its own expense and furnish to the Company a fresh on demand banker's guarantee on terms identical or substantially similar to that of the earlier banker's guarantee. The fresh banker's guarantee shall be binding and effective from the date of expiry of earlier banker's guarantee and shall be for the sum stipulated in Clause 24.1. The provisions of Clause 24 shall apply to all banker's guarantees procured pursuant to this Clause 24.5.

The banker's guarantee shall be refunded to the Contractor with the remaining value as provided in Clause 24.2, and only upon the Contractor's compliance with Clauses 20 and 22, and after the Contract has been terminated.

25 REMEDIES FOR BREACH

- 25.1 Without limiting the Company's rights under the Contract, if the Contractor commits a material breach which has a significant impact on the Company's ability to conduct a material portion of the Company's business, then the Company may, in addition to its other remedies at law and in equity, obtain from a third party contractor or provide itself goods and/or services which will allow the Company to conduct business until the Contractor has cured the breach or the Contract is terminated.

- 25.2 In any case in which the Company appoints a third party contractor pursuant to Clause 25.1 to provide goods and/or services or in which the Company decides to take the necessary steps itself, the Contractor shall:

- (a) Co-operate fully and in good faith with the Company or the third party contractor and shall ensure that the Contractor adopts any reasonable methodology in providing the goods and/or services recommended by the Company or the third party; and
- (b) Ensure that all its subcontractors act in accordance with any directions of the Company or the third party contractor, including providing goods and services to the Company or the third party contractor as if the Company or the third party contractor was the Contractor.

- 25.3 The Contractor shall reimburse the Company for all costs and expenses of obtaining or providing such goods and/or services, provided that the Company has continued to pay amounts due and owing to the Contractor under the terms of the Contract.

26 SUSPENSION OR TERMINATION

- 26.1 The Company may, without prejudice to any other rights it may have, by written notice terminate the Contract or any part thereof as set out in a Schedule 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 on the occurrence of an Event of Default (defined below) PROVIDED ALWAYS that if there is a cure period associated with that Event of Default, then the Company shall not exercise its rights under this Clause until after the Contractor has been given an opportunity to cure the default within the specified cure period. The termination or expiry of the Contract shall result in the termination of all Schedules but termination of a Schedule shall not terminate the

Contract. In no event shall a Schedule or any part thereof survive the termination or expiration of the Contract.

26.2 The following events shall each be considered an Event of Default:

- (a) the Contractor, its servants, employees, agents or subcontractors fail to comply with its or their express obligations of confidentiality in accordance with Clause 28 of the Contract;
- (b) the Contractor delivers the Goods and/or performs the Services which are defective or do not conform with the Company's specifications or are inadequate, and fails to rectify such damage, defect, non-conformity or inadequacy within thirty (30) days after being given notice by the Company to do so;
- (c) the Goods and/or Services are declared or advised to be unsafe for use by any competent authority or by any notice, regulation or requirement of any competent authority;
- (d) the Contractor fails to comply in any material respects with the Contract and fails to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the Company so to do;
- (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 under the Contract;
- (f) the Contractor breaches the terms of the Contract repeatedly, whether or not such breaches were in respect of the same or different obligation and regardless of whether the Contractor has or has been able to cure such breaches each time they occur; and
- (g) such other events as may be described or stipulated by the Company in a Schedule to be an Event of Default.

26.3 In the event of termination under Clause 26.1 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 obtaining the Goods and Services from other sources, and for any loss, expense or damage suffered or incurred by the Company.

26.4 During the notice period, the Contractor shall only provide Goods and Services, and the Company will only pay for Goods and Services, in accordance with the unrevoked instructions of the Company pursuant to the Contract. The Contractor shall, at the Company's discretion, provide any Goods and Services ordered during the notice period in accordance with the terms and conditions of the Contract. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of the Contract or the relevant Schedule.

26.5 Commencing upon notice to the Contractor of expiration or termination of the Contract or the relevant Schedule and continuing through the effective date of expiration or termination, the Contractor will provide to the Company reasonable termination assistance requested by the Company to allow the use of Goods and Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of the Contract as desired by the Company. If requested by the Company, the Contractor will reasonably cooperate with a third (3rd) party contractor in connection with the preparation and implementation of a transition plan by such third (3rd) party or the Company upon the termination or expiration of the Contract or the relevant Schedule.

27 FORCE MAJEURE

- 27.1 Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under the Contract if the delay or failure results from events beyond the reasonable control of either Party (each a “**Force Majeure Event**”).
- 27.2 For the purposes of the Contract, Force Majeure Events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of the Contract.
- 27.3 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.
- 27.4 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.
- 27.5 If any Force Majeure Event shall continue for a period exceeding ninety (90) days, then either Party may at any time thereafter, upon giving written notice to the other, elect to terminate the Contract.
- 27.6 If a Force Majeure Event occurs, the Parties shall for the duration of such event be relieved of any obligation under the Contract as is affected by the event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the event.
- 27.7 Notwithstanding any of the foregoing provisions in this Clause 27, the Parties acknowledge and agree that the Severe Acute Respiratory Syndrome and any outbreak of flu pandemic (including any outbreak of avian flu) (“**Pandemic**” and each a “**Pandemic Illness**”) is not a Force Majeure Event. However, the Parties acknowledge that any Pandemic may impact on the performance of each Party’s employees, subcontractors or agents assigned to the Contract (“**Staff**”) and solely for this purpose the Parties agree to the following:
- (a) each Party will extend safeguards and measures adopted to reduce the risk of its Staff transmitting any Pandemic Illness to the other Party’s Staff in the course of their performance of the Contract;
 - (b) each Party agrees that if it would not reasonably require its Staff to attend at any premises due to risk of contracting a Pandemic Illness, it would not require the other Party’s Staff to attend at such premises as well;
 - (c) each Party agrees to respect any quarantine orders issued to the other Party’s Staff under the Infectious Diseases Act (Cap. 137) or under the other Party’s general corporate policy concerning such Pandemics;
 - (d) the Contractor will bear the own costs or expenses of adopting the safeguards and measures concerning Pandemic Illnesses, whether adopted by the Contractor or reasonably imposed by the Company;

- (e) the Parties agree to consider and implement workarounds to reduce the risk of their Staff contracting any Pandemic Illnesses, including the use of telephone conferencing and where the Services to be performed are non-location specific, to perform such Services at alternative locations; where the Services are required to be performed on-site, the Company shall supply, at no charge to the Contractor, agreed facilities for the Contractor's Staff to perform the Services;
- (f) the Parties may mutually agree to reasonable adjustments in the Contract Price, implementation plan, timescales and other relevant obligations of the Parties under the Contract;
- (g) if the Pandemic situation in Singapore worsens materially after the date of the Contract, to the extent that the Pandemic situation directly causes the unavailability of either Party's Staff so as to materially delay the completion of a Major Milestone ("**Project Delay**"), each Party shall be entitled to make justifiable adjustments to the implementation plan and timescales strictly to compensate for Project Delay only, provided always that (i) any postponement of any events in the implementation plan and timescales cannot exceed forty-five (45) days in aggregate; (ii) the written notice must be given the other Party promptly and in any case within thirty (30) days of such Project Delay occurring; and (iii) the written notice must identify the Party's Staff who were unavailable and specify the time period in which such Staff were unavailable.

28 CONFIDENTIALITY

- 28.1 The Contractor agrees to treat as confidential all information received from the Company and/or its Affiliates, where the Company and/or its Affiliates have indicated in writing or labelled to be "Confidential", "Proprietary Information" or where the circumstances of disclosure indicate that the information so disclosed is confidential or proprietary, which the Contractor may acquire in relation to the Company and/or its Affiliates, including but without any limitation whatsoever, (a) all business information, strategic and development plans, medical records and any other matter concerning the Company and/or its Affiliates, its or their affairs, business, shareholders, directors, officers, business associates, clients, patients (including their identity) or any other person or entity having dealings with the Company and/or its Affiliates; (b) information relating to the financial condition of the Company and/or its Affiliates, its or their accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of the Company and/or its Affiliates; (c) technical information in any form whatsoever whether electronic or otherwise; (d) 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 and/or its Affiliates to the Contractor or which the Contractor may be provided access by the Company and/or its Affiliates, whether stored electronically or otherwise; (e) all information which is deemed by the Company and/or its Affiliates to be confidential information or which is generated as a result of or in connection with the business of the Company and/or its Affiliates and which is not generally available to the public; and (f) all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part (collectively the "**Confidential Information**"), together with any other property of the Company and/or its Affiliates 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/or its Affiliates and shall be returned to the Company and/or its Affiliates forthwith on demand at any time or without demand upon the termination of the

- Contract. The Contractor shall ensure that none of the patients of the Company and/or its Affiliates can be identified in any reports, submissions and publications of the Contractor.
- 28.2 The Contractor shall not, without the prior written consent of the Company, disclose any Confidential Information or any information relating to the Contract or any of the contents hereof whether directly or indirectly to any other person.
- 28.3 The restrictions on disclosure of Confidential Information described in 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 free from a duty of confidentiality;
 - (c) is independently developed by the Contractor outside the scope of the Contract;
or
 - (d) is rightfully obtained by the Contractor from third (3rd) parties free from a duty of confidentiality.
- 28.4 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 Contract and are made aware of its confidential status, to the extent reasonably required for the performance of the Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of the Contract;
 - (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 Contract; and
 - (c) where required by the Company, procure that each of its employees, agents, representatives, contractors and any other person having access to the Confidential Information through the Contractor executes a non-disclosure agreement with the Company in the form that the Company may from time to time dictate.
- 28.5 The Contractor must promptly inform the Company about any unauthorised disclosure of the Confidential Information.
- 28.6 Subject to the foregoing, the Contractor's confidentiality obligations under this Clause shall survive the expiry or termination of the Contract.

29 VARIATION AND CHANGE MANAGEMENT

Variation

- 29.1 The provisions of the Contract shall not be varied, except by agreement in writing signed by the duly authorised representatives of both Parties.
- 29.2 If either Party wishes to vary the Contract, the proposing Party shall submit a copy of 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.

- 29.3 If the Receiving Party accepts the variations, the Contract shall be deemed to be so amended from the date of acceptance. If the Receiving Party rejects the proposed variations, each Party shall perform the Contract in accordance with the unvaried terms.

Change Management

- 29.4 Either Party may request the other to change or vary the scope, deliverables and/or timelines under the Contract, which change or variation not amounting to an amendment of the terms of the Contract (which requested for amendment shall be determined in accordance with Clauses 29.1 to 29.3 above) (a “**Change Request**”). Change Requests shall be submitted using a “Change Request Form” which the Company may from time to time specify.
- 29.5 Where a Change Request is made by the Company, the Contractor shall:
- a. Forthwith acknowledge receipt of the Change Request; and
 - b. Within five (5) business days of making such acknowledgement, provide the Company with a Change Request impact study. The impact study shall at a minimum, where applicable, identify the Contractor’s assessment of the following:
 - (i) the impact that such change would have on Documentation to be provided to the Company in terms of the number of pages added, amended or expunged from each document;
 - (ii) the impact on any Goods and Services to be provided, including whether any additional Goods or Services are required;
 - (iii) the impact of any delivery timelines and implementation plans;
 - (iv) whether any additional resources (whether manpower or equipment) may be required to perform the Change Request; and
 - (v) the impact of carrying out the Change Request on the Contract Price.
- 29.6 Where the Change Request is sought by the Contractor, the Contractor shall provide the Company with the Change Request impact study (referenced in Clause 29.5(b) above). There shall not be any increase in the Contract Price if the Change Request:
- (a) merely results in the refinement of the Requirement Specifications;
 - (b) does not result in any major changes to the detailed design of the Goods; or
 - (c) is made by the Contractor.
- 29.7 Pending written agreement to implement the changes, the Parties shall proceed only in accordance with the then current terms and conditions of the Contract.
- 29.8 The Company shall be absolutely entitled to withdraw at any time any Change Request that it might have submitted to the Contractor or refuse any Change Request made by the Contractor without ascribing any reason.

30 DISPUTE RESOLUTION

- 30.1 In the event of any dispute or difference arising out of or in connection with or in relation to the Contract, including any question regarding the existence, validity, termination, application or interpretation of the Contract or any of its provisions, both Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties.

Both Parties shall always act in good faith and co-operate with each other to resolve any disputes.

- 30.2 If the dispute is not settled in accordance with Clause 30.1 above, the dispute shall be resolved by submitting the dispute to arbitration. Arbitration shall be conducted in Singapore in the English language and in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference into this Clause, except in so far as the SIAC Rules conflict with the provisions of this Clause, in which event the provisions of this Clause will prevail.
- 30.3 The arbitration tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Either Party may propose to the other the name or names of one (1) or more persons to serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) Party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC.
- 30.4 The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, either Party or any related corporation as defined in Section 6 of the Companies Act (Cap. 50) of either Party.
- 30.5 Any decision or award of an arbitration tribunal appointed pursuant to this Clause will be final and binding on the Parties.
- 30.6 Interest at the annual rate of six per cent (6%) per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitration tribunal may decide until the date of payment to such Party.
- 30.7 The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- 30.8 For the avoidance of doubt, it is agreed that nothing in this Clause shall prevent a Party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties’ obligations under the Contract.

31 ASSIGNMENT AND SUBCONTRACTING

- 31.1 All the terms and conditions of the Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, permitted assigns and successors-in-title except that:-
- (a) the Contractor shall not transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any third (3rd) party without the prior written consent of the Company; and
 - (b) any permitted assignee or transferee of the Contractor shall agree in writing to comply with all terms and conditions of the Contract.
- 31.2 Without prejudice to the generality of the foregoing provisions of Clause 31, the Contractor shall not subcontract the performance of any of its obligations hereunder without the prior written consent of the Company. In connection with any request by the Contractor for such consent, the Contractor shall provide the Company with such information about the proposed subcontractor (including without limitation its identity, qualifications, and experience) as may be required by the Company, and the Company may require the execution by such subcontractor(s) of an agreement to be prepared by the Company. The Contractor agrees that, notwithstanding any consent given by the Company to the appointment of subcontractors, the Contractor shall remain fully

responsible for the performance of all its obligations subcontracted, as permitted hereunder, and the Contractor shall be solely responsible for all payments due to such subcontractor(s).

- 31.3 The Contractor shall ensure that its subcontractor(s) observe the obligations of confidentiality as set out in Clause 28.
- 31.4 The Contractor shall ensure that its subcontractors do not delegate or further subcontract their responsibilities and obligations.
- 31.5 The Contractor shall not terminate the engagement of any subcontractor except with the Company's prior written consent.
- 31.6 Notwithstanding the appointment by the Contractor of any subcontractor pursuant to Clause 31.2, the Contractor shall not be relieved of any of its liabilities or obligations under the Contract. The Contractor shall be liable to the Company for the acts, defaults and neglects of any subcontractor appointed by the Contractor or any employee or agent of such subcontractor as if they were the acts, defaults or neglects of the Contractor or the employees or agents of the Contractor.
- 31.7 Approval of any subcontractor by the Company shall not constitute a superseding event or waiver of any right of the Company to reject work that is not in conformance with the standards set forth in the Contract, and does not constitute nor imply authorisation of costs and expenses in excess of the Contract Price.
- 31.8 Notwithstanding any other provision in this Contract or that the Company has consented to the Contractor appointing a particular subcontractor in accordance with the provisions herein, Contractor shall ensure that its subcontractor does not further sub-contract, delegate or otherwise procure the performance of subcontractor's performance of the Services by another party.

32 LIMITATION OF LIABILITY

- 32.1 Neither Party shall be liable to the other or to any third party for any consequential, special, incidental or indirect damages arising out of or in connection with the Contract, even if it has been advised of the possibility of such damages. Notwithstanding any other provision of the Contract and except to the extent required by law, the total liability of a Party under the Contract for any act or omission, whether in contract, tort (including negligence or strict liability) or any other legal or equitable theory shall not exceed in the aggregate the limit stated in Schedule 1.
- 32.2 The exclusion of liability set out in Clause 32.1 does not apply to:
 - (a) a Party's duty to indemnify the other Party;
 - (b) fraud;
 - (c) a breach of a Party's confidentiality obligations under the Contract; or
 - (d) a Party's misuse or infringement of IPR.

- 32.3 The Company may recover directly from the Contractor any damages suffered by the Company's Affiliate as a result of any failure of the Contractor to comply with the terms of the Contract. All such damage suffered by the Company's Affiliates shall for the purposes of the Contract be deemed to be damages suffered by the Company.

33 WAIVER

- 33.1 No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in the Contract shall operate or be interpreted as a waiver of

another breach of the same or of any covenant, condition, stipulation, obligation or provision of the Contract.

33.2 Any time or other indulgence granted by the Company under the Contract shall be without prejudice to and shall not be taken as a waiver of any of the Company's rights under the Contract nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by the Company.

33.3 All waivers shall be in writing and signed by the Party waiving its rights.

34 RELIANCE

34.1 The Contractor accepts that the Company, *inter alia*, relies on the skill and judgment of the Contractor in the description and manufacturing quality of the Goods to be provided and on the judgment and skills of the Contractor for any and all of the Services to be performed.

35 INSOLVENCY

35.1 The Company may at any time by notice in writing summarily terminate the Contract or any unperformed balance or the Contract 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 termination shall not prejudice or affect any right of action or remedy, which shall have accrued or shall accrue thereafter to the Company.

35.2 Any termination under Clause 35.1 above shall discharge the Parties from any liability for further performance of the Contract and the Company shall have the right to be repaid forthwith any sums previously paid under the Contract (whether paid by way of a deposit or otherwise) for Goods and/or Services not supplied at the time of termination 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.

36 NOTICES

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

If to the Company:

Alexandra Health Pte Ltd
Materials Management Department
90 Yishun Central
Singapore 768828

If to the Contractor:

<Contractor Name>
Attention : < name / designation >
<Contractor Address>

- 36.2 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.

37 ENTIRE AGREEMENT

- 37.1 The Parties expressly acknowledge that they have read the Contract and understood its provisions. The Parties agree that the Contract (including all Schedules) constitutes the entire agreement between them with respect to the subject matter of the Contract and that the Contract 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 Contract in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in the Contract has been made to or by the Parties.

38 SEVERABILITY

- 38.1 In the event that any term, condition or provision of the Contract or the application of any such term, condition or provision shall, to any extent, be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from the Contract and shall be of no force and effect; whereas the remaining terms and provisions of the Contract shall remain in full force and effect as if such term, condition and provision had not originally been contained in the Contract, unless the severed provisions render the continuing performance of the Contract impossible, or materially change either Party's rights or obligations under the Contract; in which event, such Party may give written notice of its intent to terminate the Contract to the other Party.
- 38.2 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.

39 REASONABLENESS

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

40 LANGUAGE

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

41 SURVIVAL CLAUSE

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

42 INDEPENDENT CONTRACTOR / NO PARTNERSHIP

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

43 NO THIRD PARTY BENEFICIARIES

43.1 Nothing contained in the Contract is intended to confer upon any person (other than the Parties) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of the Contract under the Contracts (Rights of Third Parties) Act (Cap. 53B), and no person shall be deemed to be a third (3rd) party beneficiary under or by reason of the Contract.

44 USE OF NAME

44.1 Except as may be necessary for either Party to carry out its obligations under the Contract, neither Party shall under any circumstances whatsoever use the other Party's name, trade names, trade marks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of either Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

45 CONSORTIUM

45.1 As used in the Contract, "consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

45.2 The following shall apply if the Contractor consists of a consortium:

- (a) Each member of the consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile;
- (b) No consortium shall include a member who has been debarred from Government tenders;
- (c) Members of the consortium shall be jointly and severally responsible to the Company for the due performance of the Contract;
- (d) Any introduction of, or changes to, consortium membership must be approved in writing by the Company;
- (e) Should additional member(s) be added to the Consortium, such member shall be deemed to be included in the expression the "**Contractor**";
- (f) In the event that any member of the consortium withdraws from the consortium or is adjudicated a bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, then the

surviving member(s) of the consortium shall be obliged to carry out and complete the Contract; and

As and when requested by the Company, members of the consortium shall provide such information about themselves and the consortium and execute such documents as the Company shall deem necessary.

46 GOVERNING LAW

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

46.2 The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to the Contract is hereby expressly excluded.

47 EXECUTION IN COUNTERPARTS

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

48 PERSONAL DATA PROTECTION

48.1 The Parties shall comply at all times with the Personal Data Protection Act 2012 (“PDPA”).

48.2 Without limiting the generality of Clause 47.1, in relation to personal data collected, used, disclosed or processed (collectively as “**handle**”) by the Contractor under this Agreement (“**Personal Data**”), the Contractor shall:

48.2.1 handle the Personal Data only to such extent necessary and appropriate for the purposes contemplated in the Contract, or such other purposes agreed by the Company in writing;

48.2.2 within reasonable period, provide all necessary co-operation and assistance (whether to the Company or otherwise) relating to the Personal Data, including without limitation any complaint or request for access/correction in accordance with PDPA;

48.2.3 promptly deal with any enquiry from the Company relating to the Contractor’s handling of the Personal Data;

48.2.4 not transfer or allow the Company Data to be transferred, outside of Singapore, unless expressly agreed by the Company and subject to the necessary consent from the individual;

48.2.5 take reasonable measures to ensure that the Personal Data is protected against loss, unauthorised access, use, modification, disclosure or other misuse;

48.2.6 ensure that only authorised personnel, who need to have access in order for the Contractor to fulfill its obligations under this Agreement, have access to that Personal Data;

48.2.7 to the extent that the Personal Data is no longer required by the Contractor for legal or business purposes, to destroy or re-deliver the Personal Data to the Company as directed by the Company;

- 48.2.8 to immediately alert the Company in writing (with full particulars) of any unauthorised access, disclosure or other breach of the PDPA and as soon as reasonably practicable, to take all steps to prevent further unauthorised access, disclosure or breach, and to provide the Company with all necessary assistance and information for the purpose of dealing with the same; and
- 48.2.9 to reasonably comply with any policies, guidelines, circulars or notices relating to Personal Data ("**PDPA Documentation**") that may be issued by the Company from time to time.
- 48.3 In the event of an enquiry or claim brought by an individual or any investigation conducted by the Personal Data Protection Commission of Singapore (or other applicable personal data protection authority) against either or both Parties concerning any breach under the PDPA, the Parties shall inform each other about any such enquiry, claim or investigation and collaborate to respond to the Individual or the applicable authority.
- 48.4 To the extent that the Contractor sub-contracts its obligations under this Contract to a sub-contractor, the Contractor shall ensure that this Clause 47 is incorporated into the subcontractor's contract.
- 48.5 Subject to the foregoing, the Contractor's obligations under this Clause 47 shall survive the expiry or termination of this Contract.

49 MEDICO-LEGAL COMPLAINTS

- 49.1 In the event of any complaints received by either Party (including but not limited to any and all hospital occurrence and/or adverse event reports) and such complaint is assessed to be of concern in relation to any matter of medical or professional management and/or potential malpractice liability ("**Medico-Legal Complaint**") attributable to the supply of all Goods and/or Services in this Contract, the following procedure and guidelines shall apply:
- 49.1.1 each Party shall promptly inform the other Party on receipt of a Medico-Legal Complaint and shall provide copies of all relevant documents including but not limited to the written complaint, the reply (whether prepared or issued) and the patient's case notes.
- 49.1.2 the Parties shall adhere to the Company's "Clinical Complaints Management Framework" (where applicable) when dealing with Medico-Legal Complaints.
- 49.1.3 the Parties shall jointly investigate the Medico-Legal Complaint with a view to ensuring prompt and proper collating of adequate information to enable a proper review of the complaint, reporting to insurers, seeking of legal advice and effective handling of the complaint. If necessary, the Company's appointed representative in consultation with the Contractor or his/her nominee shall convene and appoint a panel to review/investigate the complaint. The Panel will comprise the Company's and the Contractor's representatives (in equal numbers) who are not personally involved and not from the department/s involved with the complaint.
- 49.1.4 in the case where potential proceedings, suits, demands, action or liability (together, "Claims") may arise from professional or medical negligence involving the Company's doctors, facilities and staff, the Parties shall work towards (i) a coordinated defence or settlement against such Claim and (ii) the apportionment of liability between themselves in respect of such Claim.

50 CYBERSECURITY

50.1 Except as disclosed in writing to the Company,

(a) (i) to the knowledge of the Contractor, there has been no:

(I) security breach, or

(II) unauthorized use, access, misappropriation, modification, or other compromise,

of or relating to any information technology and computer systems, data storage systems, interfaces, networks, hardware, software, data or equipment owned by or licensed to the Contractor or its affiliates, or sold, loaned, licensed, or otherwise made available to the Company by the Contractor or its affiliates (collectively, "**IT Systems and Data**"), and

(ii) 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;

(b) 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; and

(c) the Contractor and its affiliates have implemented backup and disaster recovery technology.

50.2 (a) 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, it shall immediately:

(i) notify the Company of the relevant occurrence in sufficient detail to enable the Company to make an accurate assessment of the situation; and

(ii) provide to the Company 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.

(b) The Plan may require the Contractor or its affiliates to:

(i) modify the IT Systems and Data (or part thereof) without affecting the capacity and performance of the IT Systems and Data; or

- (ii) replace the IT Systems and Data (or part thereof) with other IT Systems and Data of identical capability and performance.
 - (c) If the Contractor does not provide the Company with the Plan, if the Company rejects the proposed Plan, if the Contractor does not implement the Plan or the modified Plan expeditiously, or if the Contractor breaches any obligation in this clause, the Company may immediately terminate the Contract (or part thereof), and the Contractor shall promptly refund to the Company the fees for the IT Systems and Data, without prejudice to any other rights of the Company. The Contractor shall also assist the Company to obtain replacement IT Systems and Data at the Contractor's expense.
- 50.3 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.
- 50.4 The obligations of the Contractor under this clause will survive the expiry or termination of the Contract.