

## Purchase Order Terms and Conditions (“Terms and Conditions”)

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(A) Supplier is in the business of supply, provision and delivery of Products (defined below), Services (defined below) and Deliverables (defined below).

(B) Company intends to procure from Supplier, and Supplier agrees to supply, provide and deliver, the Products, Services and Deliverables pursuant to the following terms and conditions.

### 1. Definition & Interpretation

1.1 **Definitions:** Defined terms used in this Terms and Conditions have the meanings referenced in Appendix A unless otherwise defined.

1.2 **Interpretation & References:** In this Terms and Conditions: (i) whenever the words “include”, “includes” or “including” are used, they will be deemed to be followed by the words “without limitation”; (ii) any reference to any Party will be construed as a reference to such Party’s successors and permitted assigns. Any reference to the Ministry of Health or the Health Sciences Authority is a reference respectively to the Ministry of Health and the Health Sciences Authority of Singapore or their successors or assigns.

1.3 In the event of a conflict or inconsistency in or between any provisions of this Terms and Conditions, the provisions will be applied in the following order with the provisions higher in the order prevailing over the provisions in the lower order of precedence:

1.3.1 the provisions in the Purchase Order;

1.3.2 the commercial provisions in any other document referred to in the Purchase Order; and

1.3.3 the provisions in these Terms and Conditions;

1.4 No provision of this Terms and Conditions will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this Purchase Order or that provision.

1.5 Supplier will be deemed to have accepted the Purchase Order if Supplier (i) acknowledges so in writing; (ii) deliver any Product or Service (including any deliverable); or (iii) commence any work on any Products or Services, including any deliverable.

1.6 Supplier shall not reject any Purchase Order issued by Company and must perform the supply of such Products and/or such Services specified therein in accordance with the terms of the Contract.

1.7 For the avoidance of doubt, nothing in the Contract creates any obligation on Company to issue any Purchase Order or to procure for the provision of any Product or Service from Supplier. Supplier agrees that the Contract is not intended to create an exclusive relationship between Company and Supplier in respect of the supply of any Product or Service.

1.8 Supplier shall at all times keep Company fully informed of any development which would affect the production of the Products.

1.9 Supplier shall comply with all applicable law, regulations and guidelines.

### 2. Term

2.1 The term of this Purchase Order shall commence on Effective Date and shall continue until such date as this Purchase Order is completed or terminated.

3. **Certification:** Supplier warrants that it has all of the certifications set out in the Purchase Order, and that it will maintain such certifications during the term of this Purchase Order.

4. **Insurance:** Supplier shall at its own costs, be insured in respect of potential liability, loss or damage arising at common law or under any statute in respect of claims

(including third party claims) for at least the following: (i) property damage, (ii) personal injury or death, (iii) product liability (where Supplier is an agent or distributor for a manufacturer, Supplier shall ensure that the manufacturer is made aware of and subject to these Terms and Conditions or Purchase Order relevant to the manufacturer’s part in the performance of these Terms and Conditions or Purchase Order, and that each contract between Supplier and a manufacturer: includes key provisions equivalent to or no less stringent than those in these Terms and Conditions or Purchase Order, (iv) public liability, (v) professional indemnity and (vi) Supplier’s liability as an employer in respect of claims by workman or employee, relevant to the performance of Supplier’s obligations.

4.1 Supplier shall produce evidence on demand, to the satisfaction of Company, of the insurance effected and maintained in accordance with this Paragraph 4. If Supplier shall fail to effect and keep in force such insurances, Company may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid (plus interest) by Company as aforesaid from any monies due or which may become due from Company to Supplier or recover the same as a debt due from Supplier.

4.2 The provisions of any insurance or the amount of cover will not relieve Supplier of any liabilities under this Purchase Order. Company may recover from Supplier on a full indemnity basis any shortfall in the amount of money not recovered by Company from the insurance policies taken out by Supplier.

### 5. Scope of Purchase Order

5.1 This Purchase Order governs the supply, provision and delivery of Products, Services and Deliverables by Supplier to Company.

5.2 **Representatives:** Each Party shall designate a Representative as the point of contact for the other Party, who shall be responsible for managing the performance of the first-mentioned Party’s obligations.

5.3 **Acknowledgement:** Supplier acknowledges that it has examined Specifications in the context of and with reference to Company’s requirements and has sufficient information to enable it to supply, provide and deliver Products, Services and Deliverables in accordance with the Specifications.

### 6. Delivery, Delay and Default

6.1 **Preparation of Delivery Location:** Supplier shall supply such information and assistance to enable Company to prepare the delivery location for the placement or storage of Products and Deliverables. Supplier agrees to render such assistance as may be required by Company.

6.2 **Labelling and Packaging:** Supplier shall, at its sole cost and expense, be responsible for packing, labelling and preparing delivery loads or release in accordance with instructions furnished by Company and applicable Legal Requirements, and shall ensure that Products and Deliverables shall be properly packed and secured so as to allow for efficient and convenient transportation thereof without any detriment to the condition of the same and to ensure safe arrival in good conditions.

6.3 **Delivery Plan and Terms of Delivery:** All deliveries of Products and Deliverables shall be made in

accordance with the delivery plan and terms of delivery. In case of any non-observance thereof:

**6.3.1 in the case of delivery or shipment of non-compliant Products or Deliverables:**

- (i) Company reserves the right to reject or return at Supplier's cost, risk and expense, any delivery or shipment of such Products or Deliverables upon which: Supplier shall within **two (2) working days** collect the non-compliant Products or Deliverables at no additional cost failing which Company may dispose of such rejected Products or Deliverables as it sees fit. If Company sells such rejected Products or Deliverables, Company shall account to Supplier for the net proceeds of such sale after deducting all expenses incurred in connection with the sale, subject to the right of Company to set-off any amounts owing by Supplier to Company; and
- (ii) Supplier shall at its own expense immediately take all necessary steps to ensure due compliance, including use of best endeavours to source for and/or procure substitute or alternative products for Company's consideration provided that Company has the sole discretion whether to accept (subject to any such conditions or restrictions as determined by Company) such substitute or alternative products; or

**6.3.2 in the case of failure of or late delivery of Products or Deliverables:** Company shall be entitled, without prejudice or limitation to its accrued rights or remedies against Supplier for such failure of or late delivery, to obtain similar products or Deliverables from other sources and in such event to reject any late delivery of Products or Deliverables in favour of delivery by such substitute source, and all additional costs in obtaining such products or Deliverables from alternative sources, including administrative costs and any positive price differential for such Products or Deliverables or such generic substitute or alternatives thereto accepted by Company, shall be borne by Supplier.

**6.4 Liquidated Damages for Products or Deliverables:** Failure by Supplier in delivering Products and Deliverables on or before delivery date shall entitle Company to claim from Supplier liquidated damages, the sum equivalent to **one per cent (1%)** of the Principal Costs for each day of delay (including Sundays and public holidays) or part thereof after the relevant deadline up to: (i) the date of actual delivery; or (ii) in case of non-delivery, the date of termination with respect to such Products or Deliverables, subject to a maximum of **ten per cent (10%)** of the Principal Costs, without prejudice to any other liability or obligation of Supplier. Supplier and Company accept and agree that the aforesaid is a genuine pre-estimate of the loss that would be suffered by Company resulting from or in connection with Supplier's late delivery, taking into account all relevant considerations. Such liquidated damages shall be paid to Company not later than **thirty (30) days** from the date of issuance of Company's written notification informing Supplier.

**6.5** Company may deduct a sum equivalent to the liquidated damages payable and/or any payment due to Company under Paragraph 6.4 above from any monies due or to become due to Supplier, failing which the liquidated damages and/or such payments will be a

debt due from Supplier to Company.

**6.6** The obligations of Supplier under this paragraph will survive the expiry or termination of the Contract.

**7. Inspections, Tests and Acceptance**

**7.1** Company shall be entitled to carry out inspections or tests as determined in its sole discretion to decide if Products, Services and Deliverables conforms to Specifications and is of satisfactory quality to Company ("**Company Inspections**").

**7.2** Company's failure to carry out Company Inspections shall neither relieve Supplier from responsibility for Products, Services and Deliverables, nor relieve Supplier from any responsibility regarding defects or other failures to comply with this Purchase Order.

**7.3 Acceptance:** Upon:

7.3.1 receipt by Company of the relevant Products, Services and Deliverables (or any part thereof); and

7.3.2 successful completion of Company Inspections of the foregoing,

Company shall issue to Supplier a notice indicating acceptance thereof ("**Acceptance Notice**").

**7.4 Risk:** Risk of loss or damage to Products and Deliverables or any part thereof shall remain with Supplier and shall only pass to Company on issuance of Acceptance Notice.

**7.5 Title:** Title in Products and Deliverables, or any part thereof, shall be deemed to pass to Company on the issuance of Acceptance Notice. Supplier shall assign to Company all rights and benefits offered by the manufacturers or suppliers of Products and Deliverables, and related services.

**7.6** Supplier shall ensure that all Products and Deliverables shall be capable of continuous, trouble-free and efficient use or operation when used or operated in accordance with Supplier's instructions and/or Documentation and Company's requirements.

**7.7** Should Supplier become aware of any quality issues, design or manufacturing defect, or other issues relating to any Products or Deliverables, Supplier shall promptly notify Company. Supplier shall comply at its sole cost and expense, with any measures reasonably required by Company in respect of any product recalls that affect or impact such Products or Deliverables.

**7.8 Documentation:** Supplier shall at no additional charge prepare, procure and supply the required number of copies of Documentation to Company, on or before delivery date.

**7.9 Reliance:** Supplier accepts that Company relies on, *inter alia*, the skill and judgement of Supplier in relation to the design, description, manufacturing, quality, reliability, function, safety, suitability and performance of Products, Services and Deliverables to be provided. None of the supply of samples, trials or demonstration thereof by Supplier, or the testing or inspection thereof by Company, shall in any way prejudice or affect such reliance placed on Supplier.

**8. Charges**

**8.1** In consideration of Supplier's obligations set out herein, Company undertakes to pay Charges in accordance with Payment Schedule.

**8.2 Charges are inclusive:** The Charges shall be deemed to include all costs and expenses of whatever nature relating to Products, Services and Deliverables and Supplier's performance of its obligations hereunder, and Applicable Taxes, which shall all be borne solely by Supplier. In the event it is subsequently established that GST or any part thereof is not chargeable and Company has paid such GST to Supplier, Supplier shall reimburse such GST to Company, whether or not

Supplier has paid such GST to the Comptroller of Goods and Services Tax.

- 8.3 Other Costs:** Other Costs incurred shall be payable only where the same has been pre-approved by Company in writing. Supplier shall submit supporting documents (such as receipts) and Company shall not be obliged to pay Other Costs unless Company is satisfied with the supporting documents.
- 8.4 Invoices:** Supplier shall submit an invoice within **ninety (90) days** from the date of Acceptance Notice to Company. Company shall make payment in accordance with Payment Schedule and correctly rendered undisputed commercial invoice(s). Supplier shall submit supporting documents as Company may require, **PROVIDED** that such payment shall not affect the right of Company to reject any of the Products, Services, Deliverables or Supplier's responsibility to replace defective or damaged Products or Deliverables.
- 8.5 Mode of payment:** Payments made by Company to Supplier may be effected by way of GIRO (or any other electronic means), cheque, banker's draft, cashier's order or such other means as Company may notify Supplier in writing.
- 8.6 Withholding taxes:** In the event that withholding taxes are imposed by the laws of any country on payments due from Company, Company shall deduct such withholding taxes from such payments and forward the balance to Supplier without any obligation to gross up such payment or pay Supplier any amount so withheld.
- 8.7 Rights of set-off:** Company shall be entitled to set-off against any payment due or payable to Supplier, any sums Supplier is obliged to pay or credit Company, and may by notice to Supplier reduce the fees payable under this Purchase Order by any such amounts.
- 8.8 Late Payment Interest:** Company shall be entitled to charge Late Payment Interest on any delayed payment by Supplier from the due date to the date of actual payment.

## 9. Supplier's obligations

### 9.1 General

- 9.1.1 Time shall be of the essence for the performance of Supplier's obligations.
- 9.1.2 Supplier shall at all times act in accordance with Legal Requirements and Company's guidelines, codes, policies, instructions and directions, including to ensure full compliance by Supplier Personnel and/or their agents, employees, subcontractor, subcontractor's personnel, as the case may be, to take all necessary steps as may be required by Company.
- 9.1.3 **Commitment to provide Resources**
- (i) Supplier shall be responsible for providing at its own costs and expense, all facilities, personnel, equipment, software and other resources necessary to perform and complete its obligations.
- (ii) **Out-of-pocket expenses:** Company shall not be liable for any costs incurred by Supplier for out-of-pocket expenses, or for any compensation or reimbursement thereof.
- 9.1.4 **Supplier Personnel:** Supplier Personnel shall be deemed employees of Supplier at all times and shall not be considered employees of Company. Supplier shall be liable for the acts, omissions, defaults and neglects of its Supplier Personnel.
- 9.1.5 **Compliance with laws:** Supplier shall, during the performance of its obligations, services

and duties under the relevant Contract, comply with all government regulations and Legal Requirements, in particular:

- (i) Supplier shall comply with applicable government regulations and Legal Requirements relating to the performance of Services provided under the relevant Contract, including the Healthcare Services Act (including Healthcare Services (General) Regulations 2021 and/or other prevailing Subsidiary Legislations from time to time), data privacy, data protection and/or outsourcing regulations or guidelines issued by any government, regulatory body, or competent authority in all applicable jurisdictions as well as those dealing with equal employment opportunities; and
- (ii) the Supply shall in the course of supplying any Products and Deliverables in all respects (including the design, manufacture, packaging, processing, storage and testing thereof) and at all times comply with the Misuse of Drugs Act 1973, the Poisons Act 1938, the Health Products Act 2007, the Workplace Safety and Health Act 2006 and all health and safety and other applicable Legal Requirements (including the Health Products (Medical Devices) Regulations 2010) and meet all safety requirements and relevant industry standards, best practices, in particular, the Guide to Good Manufacturing Practice for Therapeutic Products issued under the Pharmaceutical Inspection Co-operation Scheme, the Guidance Notes on Good Distribution Practice and all other directives, guides, guidelines, recommendations and requirements applicable to such Products or Deliverables supplied by Supplier, including any as issued by the World Health Organisation ("WHO"), the Ministry of Health ("MOH") and the Health Sciences Authority ("HSA") from time to time.
- (iii) In the event of a change in Legal Requirements during the course of the supply and delivery of the Products and/or Deliverables under any relevant Purchase Order, Supplier undertakes to take all necessary actions for complying with the same, at its own cost and expense.
- (iv) For the avoidance of doubt, where Supplier Personnel is/are required to access Company's premises, Supplier shall at its own cost and expense ensure and/or procure that such Supplier Personnel and/or individual is/are vaccinated against measles, diphtheria and such other diseases as may be specified under the relevant applicable law and/or by Company from time to time in accordance with Company's then prevailing policies.

Supplier shall produce evidence on demand, to the satisfaction of Company, of such vaccinations.

Manpower Act 1990 and any Regulations made under that Act.

- 9.1.6 **Customs and Trade:** Supplier shall be deemed to be the importer of Products and Deliverables into Singapore and shall be responsible for, at its sole cost and expense, obtaining any required export licence and/or complying with any import, customs or other laws or regulations in connection therewith.
- 9.1.7 **Compliance with policies and procedures:** Where Supplier's obligations under the relevant Purchase Order are required to be performed or provided at Company's premises, Supplier shall comply and shall ensure that all Supplier Personnel and Subcontractor(s) (if any) comply fully, at its own cost and expense, with:
- (i) Company's policies and procedures governing access to Company's premises, including any occupational health and safety standards (prevailing from time to time), security policies and delivery requirements that are applicable to the supply of Products, Deliverable and/or Services and requirements and guidelines in connection with such access to Company's premises that may be issued by Company from time to time (including the additional requirements and guidelines as set out in Appendix E). Supplier shall provide, at no cost to Company, all required personal protective equipment and other equipment required for the safe performance of its Services and/or delivery of the Product and Deliverables;
  - (ii) all applicable workplace safety laws, regulations and codes with respect to such Products, Deliverables or Services that it may supply from time to time to Company; and
  - (iii) such conditions, security regulations, policies, procedures or directions as may be notified to Supplier by Company in writing from time to time
- 9.1.8 **Employment of Foreign Worker:** Supplier shall ensure that all employees deployed by Supplier or Subcontractor (if any) to carry out works in Company's premises, including contract workers, supervisors etc. must obtain and display Company's security pass while in Company's premises. In the event that foreign workers are deployed, it shall be Supplier's responsibility to ensure that no illegal immigrants are employed by Supplier or any Subcontractor in the supply and delivery of any Products, Deliverables and/or Services, or otherwise in the performance on any of Supplier's obligations under the relevant Purchase Order. If any illegal immigrants are found to be so employed, Supplier shall fully indemnify, defend and hold Company harmless against any loss of monetary penalty, which Company shall suffer, or claims from any third party, arising from Supplier's breach, including payment of any monetary penalty, fines, penalties or sums imposed on Company by any Court or regulatory authorities arising out of any breach of this Paragraph 9.1.8 or any provision of the Employment of Foreign
- 10. Information, Reports and Audit**
- 10.1** Supplier shall notify Company of: (i) reasonable grounds to suspect corruption or bribery or violation of Legal Requirements with regard to the negotiation, conclusion or the performance of this Purchase Order; (ii) any instances where any Supplier Personnel has contravened or attempted to contravene Legal Requirements in connection with this Purchase Order, or not complying with this Purchase Order; and (iii) any other matters Supplier reasonably considers that Company should be aware of.
- 10.2 Whistle-Blower:** The Supplier shall implement a whistleblowing system that allows any person to report any of the matters set out in Clause 10.1 including the following reportable incidents or concerns:
- 10.2.1 fraud or suspected fraud and irregularities;
  - 10.2.2 wilful destruction of any Company's assets;
  - 10.2.3 instigations to engage in acts of subversion;
  - 10.2.4 conduct which is an offence or breach of law; and
  - 10.2.5 unethical or improper practices or non-compliance with regulatory requirements or the Company's policies.
- 10.3** Should the Supplier Personnel, Subcontractor and/or other service providers of the Supplier (as the case may be) come to have knowledge of any reportable incidents or concerns, such Supplier Personnel, Subcontractor and/or other service providers shall report such matter through the Supplier's whistleblowing system which may involve:
- 10.3.1 a whistle-blowing hotline managed by a third party service provider; or
  - 10.3.2 the head of department of its human resource or any other higher authority immediately.
- 10.4** In the event of any incident arising including cases where a Supplier Personnel's, Subcontractor's or the Supplier's other service provider's conduct may be found unacceptable, detrimental to the public interest, or in the opinion of the Company is potentially damaging to the Company's interests and reputation, the Supplier shall escalate this to the Company as soon as possible and work with the Company's management to address the incident or concern within a reasonable timeframe. In such situations, the Supplier may be required to replace such Supplier Personnel, Subcontractor or Supplier's other service providers performing services under this Purchase Order.
- 10.5** Supplier shall keep accurate records of its provision of Products, Services and Deliverables and provide details thereof to Company upon request.
- 10.6** Supplier shall promptly report all accidents, environmental incidents, injuries and safety incidents to government authorities, as required by applicable Legal Requirements, and to Company.
- 10.7** The Supplier shall submit to the Company its latest audited financial statements promptly upon request by the Company and in accordance with such request by the Company.
- 10.8** In respect of each Purchase Order, Supplier shall from time to time, upon request by the relevant Company, furnish written reports to that Company containing such information as such Company may require about the relevant Purchase Order, including but not limited to the value of Services and Deliverables purchased by such Company (for each line item).
- 10.9** Supplier shall permit any Company, its representatives

and auditors, and regulatory bodies, to conduct audits during the term of the relevant Purchase Order, and for a period of seven (7) years thereafter, for the purposes of:

- 10.9.1 determining Supplier's compliance with such Purchase Order;
- 10.9.2 evaluating and verifying of any invoices, payments or claims submitted by Supplier
- 10.9.3 verifying that the reports and information submitted to the Company are accurate, correct and not misleading; and
- 10.9.4 ensuring compliance with requirements of applicable laws, regulations and guidelines.

**10.10** Supplier shall provide the relevant Company with access to documents and information pertaining to transactions with such Company. Supplier shall ensure the accuracy and completeness of all information maintained for and furnished to such Company.

**10.11** Supplier shall:

- 10.11.1 respond in writing to any inquiry, demand or other observation made as a result of any audit, including any audit undertaken by the relevant Company, its representatives and auditors, and regulatory bodies, or Supplier's internal or external auditors (to the extent related to the provision of the services and deliverables under the relevant Purchase Order), within **thirty (30) days** of receipt of such observations;
- 10.11.2 correct any non-compliance with any provision of the relevant Purchase Order, or any applicable accounting principles, and will complete and communicate in writing to the relevant Company, a plan for resolution of the matters identified to be completed, at Supplier's cost within a reasonable time;
- 10.11.3 reimburse the relevant Company for the undisputed amount of any overcharges, or reissue any unpaid invoice containing an error identified in an audit report provided to Supplier by such Company;
- 10.11.4 ensure the accuracy and completeness of all information furnished; and
- 10.11.5 in the event whereby usage of Subcontractor is approved by such Company, Supplier must include a clause in their contract with Subcontractor allowing audit on the Subcontractor by such Company, its representatives and auditors, and regulatory bodies.

**10.12** The Company is entitled from time to time to conduct ad-hoc on-site audits with reasonable notice of at least thirty (30) days. The Supplier shall ensure that the Company, its representatives and auditors, and regulatory bodies are given full access to all accounts, records, documents, assets and premises in connection with the transactions with the Company, and shall provide the Company, its representatives and auditors, and regulatory bodies with all reasonable cooperation and assistance in connection with the audits.

**10.13** The parties shall bear their own respective costs and expenses incurred in respect of the audit(s), unless the audit(s) identifies/identify a material breach or default of the Purchase Order by the Supplier, in which case the Supplier shall reimburse the Company for all of the Company's reasonable costs incurred in connection with the audit(s).

**10.14** For the avoidance of any doubt, this Clause 10 does not impose any obligation on any Company to audit the Supplier and/or the Subcontractor. Should a Company

decide not to audit the Supplier and/or the Subcontractor, it shall not exonerate, vitiate, or lessen the Supplier's responsibilities or obligations under the Purchase Order and/or any applicable laws, regulations and guidelines, safety requirements and/or industry standards.

## **11. Warranties**

**11.1** Supplier warrants and represents that it shall not act in any way which may harm the goodwill, name or reputation of Company Group.

**11.2 Authority:** Each Party hereby warrants that it has the full power and authority to enter into this Purchase Order, and that this Purchase Order has been, and will be, duly executed and delivered by its authorised signatory.

## **11.3 Products and Deliverables**

11.3.1 Supplier undertakes and warrants that it has or will have good title to, and has or will have the right to offer to sell to Company, the Products and Deliverables.

11.3.2 Supplier warrants that Products and Deliverables shall:

- (i) conform to the Specifications;
- (ii) be of satisfactory and merchantable quality and fit for the purpose for which Products and Deliverables are being bought;
- (iii) be free from all defects, patent or latent, including defects in material, design and workmanship;
- (iv) are new, either from Supplier or the manufacturer, and contain no second-hand, reconditioned or used parts; and
- (v) have a shelf life period of a minimum of **twenty-four (24) months**, or such other period Company may require in respect of Products or Deliverables delivered to it, commencing from the date of delivery of the Products or Deliverables, as the case may be, under the Contract (the "**Shelf Life Period**"), during which if the Products or Deliverables do not have the Shelf Life Period, Supplier shall within **two (2) days** after notification by Company replace, free of charge, the Products or Deliverables.

11.3.3 Supplier warrants that Documentation will provide adequate instructions to enable Company to make full and proper use of Products and Deliverables without reference to any other person or document.

11.3.4 Supplier warrants that it has the requisite licences and regulatory approvals and certifications as required under Legal Requirements to manufacture (where applicable) and supply Products and Deliverables.

11.3.5 The Products and Deliverables shall, where relevant, be supplied by Supplier together with all ancillary cables, plugs, power adapters, operating and maintenance manuals and such other parts, components or items which are necessary for the normal and efficient use of such Products and Deliverables and all such parts, components or items shall be deemed part of such Products and Deliverables for the purposes of the relevant Purchase Order, and all warranties and provisions relating to delivery, title and risk under such Purchase Order shall accordingly be applicable thereto. The cost of providing all such parts,

components or items is deemed to be included in the Principal Costs.

- 11.4 Services:** Supplier warrants that it has the requisite manpower/personnel, equipment, materials, skill and expertise, for the satisfactory provision of all Services and that such Services shall be provided in a proper, professional and timely manner at all times and consistent with best industry and professional standards and practices normally practised by persons performing similar services.
- 11.5 Liquidated Damages for Services:** Failure by Supplier in performing the Services on or before the scheduled date shall entitle Company to claim from Supplier liquidated damages, the sum equivalent to **one per cent (1%)** of the Principal Costs for each day of delay (including Sundays and public holidays) or part thereof after the relevant deadline up to: (i) the date of actual performance of the Services; or (ii) in case of non-performance of the Services, the date of termination with respect to such Services, subject to a maximum of **ten per cent (10%)** of the Principal Costs, without prejudice to any other liability or obligation of Supplier. Supplier and Company accept and agree that the aforesaid is a genuine pre-estimate of the loss that would be suffered by Company resulting from or in connection with Supplier's late or non-performance of the Services, taking into account all relevant considerations. Such liquidated damages shall be paid to Company not later than **thirty (30) days** from the date of issuance of Company's written notification informing Supplier.
- 11.6** Company may deduct a sum equivalent to the liquidated damages payable and/or any payment due to Company under Paragraph 11.5 above from any monies due or to become due to Supplier, failing which the liquidated damages and/or such payments will be a debt due from Supplier to Company.
- 11.7** The obligations of Supplier under this paragraph will survive the expiry or termination of the Contract.
- 11.8** Where any Services, Products or Deliverables fails to conform to the applicable warranties, schedules, requirements, Company will notify Supplier in writing and may at its sole discretion:
- 11.8.1 require Supplier to, and Supplier shall unconditionally and at Supplier's own cost and expense, re-perform or re-supply all Services, Products and/or Deliverables necessary to correct any such non-conformity; or
- 11.8.2 require Supplier to, and Supplier shall unconditionally agree to, refund Company the fees paid for the non-conforming Services, Products and/or Deliverables and reimburse any related costs incurred by Company within the stipulated time and in the manner stated in such notice,
- as Company may elect in writing. Any replacement Services, Products and/or Deliverables shall be subject to the schedules, requirements and warranties applicable to the Services, Products and/or Deliverables in question. If Supplier does not re-perform or re-supply the Services, Products and/or Deliverables within a reasonable time of not more than **forty-eight (48) hours** after provision of such notice, Company may do so at Supplier's cost and expense.
- 11.9** Supplier warrants that Products, Services, Deliverables and Documentation, and/or the supply, use or receipt thereof, will not infringe any Intellectual Property Rights or other right of any third party. In the event of any such infringement, or any action being contemplated or instituted for alleged infringement, without prejudice to any right of action or remedy of Company against Supplier, Supplier shall at Supplier's own cost and

expense:

- 11.9.1 procure for Company the right to continue accepting, possessing, purchasing, using, receiving or distributing Products, Services, Deliverables and/or Documentation;
- 11.9.2 modify or amend or procure the modification of Products, Services, Deliverables and/or Documentation or infringing part thereof so that the same becomes non-infringing without affecting its capacity and performance; or
- 11.9.3 replace Products, Services, Deliverables and/or Documentation or infringing part thereof by other products, services, deliverables and/or documentation of identical capability and performance and of equivalent quality.

**11.10** Each Party hereby warrants that this Purchase Order does not conflict with any other agreement or obligation by which it is bound, and that there is no material suit, action, arbitration, legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations.

**11.11** Any rights or remedies of Company set forth in this Paragraph 11 are not exclusive and in particular Company also has all rights and remedies available under applicable law.

## **12. Indemnity**

**12.1** Without limiting the generality of any provision in this Purchase Order, Supplier shall fully indemnify, defend and hold harmless Company and its directors, employees, representatives, agents, subcontractors and advisers (collectively, "**Company Indemnitees**") from and against any and all Losses which Company Indemnitees may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against Company Indemnitees, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of one or more of the following:

- 12.1.1 any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct of Supplier;
- 12.1.2 Supplier's breach of or failure or delay in complying with this Purchase Order (including any Terms and Conditions herein) and any fines or penalties imposed on Company Indemnitees therefrom;
- 12.1.3 any death, personal injury or loss or damage to property, arising from any act or omission of Supplier;
- 12.1.4 any breach of or failure or delay in complying with Legal Requirements and Compliance with laws by Supplier;
- 12.1.5 any Claims by any workmen, employee or agent of Supplier for any personal injury and/or death suffered in connection with the performance of this Purchase Order but which is not limited to payment under the Work Injury Compensation Act 2019;
- 12.1.6 any Claim brought or threatened against Company Indemnitees that alleges or is based on a claim that Products, Services, Deliverables and Documentation, and/or the supply, use or receipt thereof, infringes any Intellectual Property Rights and/or any other rights of whatever nature of any third party, constitutes misappropriation or unlawful disclosure or use of any third party's trade secrets or confidential information, gives rise to any liability to pay royalty or other

- compensation, or violates any agreement to which Supplier is presently a party; or
- 12.1.7 any Claims brought or threatened by a third party against any Company Indemnitee arising from the circumstances specified in Paragraphs 12.1.1 to 12.1.6 or any Claims by such third parties arising out of or in connection with the performance of this Purchase Order.
- 12.2 Supplier shall not:**
- 12.2.1 settle or compromise any cause of action, suit or other proceeding if the settlement or compromise obliges Company to make any payment or bear any liability or be subject to any injunction or other interim measures by reason of such settlement or compromise;
- 12.2.2 assume any obligation or grant any rights or licences on behalf of Company; or
- 12.2.3 make any statement at any time admitting liability for or on behalf of Company.
- 13. Company Materials**
- 13.1** Materials furnished to Supplier by Company (“**Company Materials**”) shall remain the sole property of Company. Supplier shall not use Company Materials except for performance of its obligations.
- 13.2** Supplier acknowledges that Company has not made and does not make any representation, warranty or covenant, express or implied, with respect to the condition, quality, durability, or suitability of such Company Materials.
- 14. Intellectual Property Rights**
- 14.1** All rights (including Intellectual Property Rights), interests and title in and/or associated with Deliverables shall belong to and vest in Company exclusively. Supplier shall have a limited, non-exclusive, revocable licence to use Deliverables for the purposes of this Purchase Order. All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copyrights and trademarks used in respect of any Products or Deliverables, or any part thereof supplied under this Contract, and/or supply of Service, shall be deemed to be included in the Principal Costs.
- 14.2** Supplier hereby agrees and acknowledges that it shall not sell, assign, lease, make copies of, adapt, use or otherwise commercially exploit Company Materials and Deliverables in any form or manner.
- 14.3** To the extent that any rights, title, and interests in the Deliverables anywhere in the world may remain or become vested in a third party (including Supplier Personnel), Supplier shall and hereby agrees to, and/or undertakes to procure from such third party and shall, irrevocably assign, transfer and convey absolutely and unconditionally to Company the said rights, title and interests by way of deed in a form prescribed by Company.
- 14.4** Supplier hereby confirms and agrees that Company shall be entitled to market, promote, offer for sale, or resell any and all of Products and Deliverables to any third party in the exercise of its absolute discretion without restrictions of any kind, and Supplier hereby undertakes not to frustrate the ability of Company to fully exercise such rights. The obligations of Supplier under this Paragraph shall survive the expiry or termination of this Purchase Order.
- 14.5 Intellectual Property Infringement**
- 14.5.1 Without prejudice to Company’s right to defend a claim alleging that Products, Services, Deliverables or Documentation, and/or the supply, use, or receipt thereof, infringes any Intellectual Property Rights or other right of any third party, Supplier shall, if requested by Company and at the expense of Supplier, defend such claim or be joined in the defence of such claim. Supplier shall observe Company’s directions relating to the defence or negotiation for settlement of such claim.
- 14.5.2 Company will, if requested by Supplier and at Supplier’s expense, provide Supplier with reasonable assistance in the defence of such claim.
- 15. Confidentiality**
- 15.1** Supplier shall treat as confidential the Confidential Information and shall not divulge any Confidential Information to any person (except to Supplier Personnel and/or Subcontractors on a need-to-know basis) without prior written consent from Company. Supplier shall ensure that Supplier Personnel and Subcontractors are aware of and comply with the provisions of this Paragraph 15. Supplier shall take all reasonable precautions in dealing with any Confidential Information and shall establish and maintain sufficient security measures and procedures to provide for the safe custody of the Confidential Information and to prevent unauthorised access thereto or use thereof.
- 15.2** Supplier warrants and undertakes that it:
- 15.2.1 shall not license, publish, exploit or deal with the Confidential Information in any form; and
- 15.2.2 other than as expressly required by Company, shall not carry out any data mining, data compilation or data extraction for the purposes of statistical, trade or for other forms of analysis on any aspect of the business processes or practices of Company, based on or in connection with any Confidential Information.
- 15.3** Supplier acknowledges that money damages may not be a sufficient remedy for any breach of the terms of this Paragraph 15 and that in addition to any other remedy available at law or in equity, Company may seek injunctive and other legal or equitable relief against Supplier for its breach or threatened breach of the provisions of this Paragraph 15.
- 15.4** The obligations of Supplier under this Paragraph 15 shall survive the expiry or termination of this Purchase Order.
- 16. Termination**
- 16.1 For cause:** Company may terminate this Purchase Order immediately by notice in writing if:
- 16.1.1 Supplier commits any breach of these Terms and Conditions and such breach is not capable of being remedied, or in the case of a breach capable of being remedied, Supplier shall have failed, within **thirty (30) days** after the receipt of a request in writing from Company to remedy such breach. Supplier shall have no claims whatsoever against Company in respect of such termination; or
- 16.1.2 Supplier is unable, is deemed for the purposes of any applicable law to be unable, or admits its inability, to pay its debts as they fall due, or is considered by Company in its reasonable opinion to be in an adverse financial situation or is otherwise unable to fulfil its obligations under this Purchase Order; or
- 16.1.3 Supplier commits any breach of any applicable Legal Requirements; or
- 16.1.4 Supplier’s ability to carry out its obligations is prevented or substantially interfered with by any Legal Requirements; or

- 16.1.5 Supplier, being:
- (i) an individual, shall at any time become bankrupt, or shall have a receiving order or administration order made against him, 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 where Supplier 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, 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
  - (ii) 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 reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or shall propose to the company for a composition in satisfaction of its debts or a scheme of arrangement of its affairs or application to court for the appointment of a judicial manager, or if circumstances arise which entitle the court or a creditor appoint a receiver or manager or which entitle the Court to make a winding order; or
- 16.1.6 at any time during the term of this Purchase Order, any of the Products or Deliverables are subject to any product recall, withdrawn from supply (voluntarily or otherwise) and/or determined to be hazardous or potentially dangerous to health and/or brought under investigation in any jurisdiction, whether by the WHO, the MOH, the HSA or any health authority, Supplier or Company (such Products or Deliverables, "**Withdrawn Products**"), Supplier shall promptly notify Company of such determination, withdrawal and/or investigation (collectively "**Withdrawal**"), and Company may terminate this Purchase Order, without being thereby liable for any costs or compensation to Supplier and without prejudice or limitation to any other rights and/or remedies it has against Supplier, including the right of Company to attempt to source for and purchase similar products from any alternative source under Paragraph 11.8; or
- 16.1.7 Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Purchase Order or for showing or forbearing to show favour to any person in relation to this Purchase Order, or if the like acts shall have been done by any person employed by Supplier or acting on its behalf (whether with or without the knowledge of Supplier) or if in relation to the Purchase Order, Supplier or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code 1871 or under the Prevention of Corruption Act 1960 or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code or
- the Prevention of Corruption Act; or
- 16.1.8 Supplier is refused or has revoked any official or regulatory licence, authorisation or permission necessary for the performance of its obligations hereunder.
- 16.2 Without cause:** Company may terminate this Purchase Order (save where Acceptance Notice has been issued) without cause at any time, by giving at least **thirty (30) days** written notice to Supplier and Company shall not be liable for any Loss suffered or incurred by Supplier arising from any such termination, or to compensate Supplier for any period of the term of this Purchase Order.
- 17. Effects of Expiry or Termination**
- 17.1** Any expiry or termination of this Purchase Order (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.
- 17.2** In the event of termination of this Purchase Order under Paragraph 16.1, the following shall apply:
- 17.2.1 all payments that have been made to Supplier, less the value of all Products, Services and Deliverables accepted by Company in writing, shall be refunded by Supplier to Company forthwith; and
  - 17.2.2 Company shall be entitled to recover from Supplier any damages, losses, costs and expenses which Company may sustain or incur in consequence of such termination.
- 17.3** Upon any expiry or termination of this Purchase Order (howsoever occasioned):
- 17.3.1 Supplier shall immediately stop work as directed in the notice of termination;
  - 17.3.2 Supplier shall immediately refund to Company, on a pro-rata basis, all fees or payments made in advance or previously paid to Supplier for Products, Services and Deliverables not yet delivered or carried out or accepted by Company in writing; and
  - 17.3.3 **Company Materials and Confidential Information**
    - (i) within **fourteen (14) days** deliver up, at Supplier's own cost and expense, to Company all relevant Company Materials and shall certify to Company that no copies thereof have been retained; and
    - (ii) return to Company all documents and materials containing, reflecting, incorporating or based on the Confidential Information; erase all the Confidential Information from computer and communications systems and devices used by it, and confirm in writing to Company that it has complied with the requirements of Paragraph 15.
- 17.4** Supplier shall not under any circumstances be entitled to any charges, fees, consideration or other payment for any Products, Services and Deliverables on a *quantum meruit* basis. The Parties agree that, save as expressly provided, the exercise to terminate this Purchase Order shall not entitle the other Party to any damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such expiry or termination.
- 18. Force Majeure**
- 18.1** If Supplier or Company is prevented or delayed in the



performance of any of its obligations under the Purchase Order by a Force Majeure Event, and if such Party gives written notice thereof to the other Party specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue then the Party in question will be excused from the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay continues, provided always that whenever possible the affected Party will resume its obligations as soon as such Force Majeure Event ceases or abates. The affected Party shall minimise the effects of the Force Majeure Event on the other Party and on any deadlines.

**18.2** If the Force Majeure Event shall continue for more than **thirty (30) days** from the date of the notice of such Force Majeure Event under Paragraph 18.1 above, Company may at any time thereafter upon giving notice to Supplier to terminate the Purchase Order.

**18.3** Company and Supplier shall for the duration of the Force Majeure Event be relieved of any obligation under the Contract as is directly affected by the Force Majeure Event. All obligations under the Purchase Order which are not directly affected by the Force Majeure Event shall continue to be performed. Notwithstanding anything else in the Purchase Order, if the Force Majeure Event occurs to Supplier, Company is not required to pay any fees for obligations that Supplier fails to provide in accordance with the Purchase Order.

**18.4** Any outbreak, epidemic or pandemic (including any outbreak of avian flu, H1N1 flu, Covid-19) ("**Pandemic**") shall not be treated as a Force Majeure Event for the purpose of the performance of Supplier's obligations under the Purchase Order. Where a Pandemic impacts performance of Supplier's employees, subcontractors or agents ("**Staff**"), Supplier agrees to:

18.4.1 put into practice safeguards and measures to reduce the risk of its Staff transmitting an illness related to the Pandemic in the course of their performance of the Contract; and

18.4.2 observe any quarantine orders issued under any law or regulation or under the other Party's general corporate policy concerning such Pandemic.

**18.5** In the event Company shall in its sole opinion consider that delivery or performance of the Services under the provisions of the Contract requires adjustment during the Pandemic, the Parties shall upon the written notice thereof by Company enter into discussion to agree on the adjustments to be made to the provisions relating to the Delivery or Performance of the Services and such other provisions that may be affected by the occurrence of the Pandemic.

18.5.1 In the event that the Parties are unable to reach an agreement on such adjustments after **ninety (90) days** had lapsed from the date of such notice by Company, Company may terminate the Purchase Order with immediate effect by giving written notice to Supplier and Company shall not be liable for any Loss suffered or incurred by Supplier arising from any such termination, or to compensate Supplier for any period of the term of the Purchase Order;

18.5.2 Notwithstanding Paragraph 17.3.2 above, Supplier shall refund and repay to Company any advance payment received from Company.

## **19. Dispute Resolution**

### **19.1 Informal Resolution**

19.1.1 Subject always to Paragraph 19.1.2 below, in the event of any dispute, controversy or claim arising out of or in connection with this Purchase Order ("**Dispute**"):

(i) the aggrieved Party shall notify the other Party in writing ("**Resolution Notice**"), setting forth in detail the nature of its Dispute and requesting a meeting ("**Resolution Meeting**") to be held at a location selected by the aggrieved Party and on a date not less than **fifteen (15) days** nor more than **thirty (30) days** thereafter ("**Resolution Period**") for the purpose of resolving such Dispute;

(ii) each Party shall send two representatives to attend the Resolution Meeting, which representatives shall be fully empowered and authorised to compromise and/or resolve such Dispute;

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

(iv) if and to the extent that such dispute has not been settled by such mediation within **thirty (30) days** of the commencement of such mediation, it shall be referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of SIAC for the time being in force, which rules are deemed to be incorporated by reference to this Paragraph 19. The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC. All arbitration shall be in the English language.

19.1.2 The commencement of any discussions, mediation or arbitration under this paragraph shall in no way stop, delay or affect the performance of the obligations of Supplier under the Contract which shall continue without interruption except insofar as such obligations relate to the subject matter of such proceedings. This paragraph will not affect any Party's right to seek an immediate remedy of an injunction, specific performance or similar court order to enforce the defaulting Party's obligations.

19.1.3 The Parties agree to keep confidential to themselves and to their legal and professional

advisers the existence and details of any informal resolution, mediation and arbitration proceedings pursuant to this Paragraph 19 including the Parties' submissions and evidence and all and any settlements, awards or judgments save to the extent that such documents or information are in the public domain or their disclosure is required by law or the government of Singapore or is reasonably necessary to protect or pursue a legal right or remedy.

## **20. Miscellaneous**

### **20.1 Notice**

20.1.1 Notices may be delivered by hand, by registered mail, electronic mail or facsimile to the address or facsimile number as specified in the Purchase Order.

20.1.2 Notice will be deemed given: (i) in the case of hand delivery or registered mail upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party; (ii) in the case of electronic mail, immediately provided that no delivery failure in respect of such email is received; and (iii) in the case of facsimile upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission.

20.1.3 The address and numbers for notice may be changed by either Party by giving notice to the other Party as provided herein.

**20.2 Relationship of Parties:** The Parties are independent contractors and nothing in this Purchase Order shall constitute or be construed as creating any agency, joint venture, partnership or other form of business association between the Parties, nor to create any fiduciary relationship between the Parties.

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

20.3.1 Supplier agrees that it will not offer, or give, or agree to give, to any employee, representative or third party acting on behalf of Company, or accept, or agree to accept from any employee, representative or third party acting on behalf of Company, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of this Purchase Order.

20.3.2 Supplier warrants and represents that it is not owned, controlled or actively influenced by any employee, officer, director or consultant of Company, or their immediate families.

**20.4 Entire Agreement:** This Purchase Order constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior understandings, communications and agreements between the Parties, whether written or oral, with respect to such subject matter unless specified otherwise.

### **20.5 Delegation & Sub-Contracting**

20.5.1 Supplier shall not delegate, sub-contract or otherwise arrange for a third party (save for Subcontractors set out in this Purchase Order; ("**Approved Subcontractors**")) to perform any part of this Purchase Order, without prior written consent of Company.

20.5.2 Supplier shall be liable for the acts, defaults and neglects of any Subcontractor or any employee or agent of the Subcontractor and shall be responsible for ensuring the suitability of all Subcontractors and that work performed by Subcontractor meets requirements of this

Purchase Order.

20.5.3 Supplier shall ensure that each Subcontractor is made aware of and subject to all the terms of this Purchase Order relevant to the Subcontractor's part in the performance of this Purchase Order.

20.5.4 **Removal of Subcontractor:** Company may, by notice to Supplier, require Supplier to cease using any subcontractor where Company considers that:

(i) Subcontractor fails to comply in a material respect with any of its obligations; and

(ii) Company is not satisfied on reasonable grounds with Subcontractor's ability to render future performance.

**20.6 Cooperation:** Supplier shall do all things necessary or desirable to give effect to this Purchase Order, and cooperate with Company in the pursuit of Company's business objectives relevant to this Purchase Order. Supplier shall adopt best practices in the delivery of Products, Services and Deliverables, and consult with Company on any matter arising which may materially affect the performance by Supplier of its obligations.

**20.7 Use of Name:** Neither Party shall under any circumstances whatsoever use the other Party's name, trade names, trademarks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of either Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

### **20.8 Assignment**

20.8.1 This Purchase Order and all the rights and obligations of Supplier hereunder are personal to Supplier and Supplier shall not delegate, assign, novate, sub-license, sub-contract, mortgage or charge any of those rights and/or obligations to any third party without prior written consent of Company.

20.8.2 This Purchase Order and all the rights and obligations of Company hereunder may be assigned, transferred, novated or otherwise dealt with by Company to any other Company or Affiliates, and will inure to the benefit of such successors and assigns, and Supplier shall do all things necessary to facilitate such assignment, transfer, novation or dealing.

**20.9 Severability:** If any provision of these Terms and Conditions is agreed by the Parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Purchase Order shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the Parties may agree.

**20.10 Waiver:** A failure by Company to exercise or enforce any rights conferred upon it by this Purchase Order shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. Waiver of any right arising from a breach or non-performance of this Purchase Order, or arising upon default under this Purchase Order, shall be in writing and signed by the Party granting the waiver. Neither Party is not entitled to rely on a delay in the exercise or non-exercise of a right arising from a breach or non-performance of this Purchase Order or on a default under this Purchase Order, as constituting a waiver of that right.

**20.11 Rights of Third Parties:** The Parties agree that save for Company Indemnitees and Data Indemnified Persons or unless otherwise expressly provided in these Terms and Conditions, a person or entity who is not a Party to this Purchase Order shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Purchase Order. For the avoidance of doubt, nothing in this Paragraph shall affect the rights of any permitted assignee or transferee of this Purchase Order.

**20.12 Variation:** No variation, amendment or rescission of this Purchase Order shall bind either Party unless made in writing and signed by both Parties. For the avoidance of doubt, no endorsement on delivery orders, delivery notes and other documents provided by the Supplier for acknowledgment of receipt of the supply, delivery and/or otherwise provision of Deliverables or Services shall be construed to be acceptance of any term and condition thereon by the Company. Without prejudice to the generality of Paragraph 20.11, the Parties' rights to vary, amend or rescind this Purchase Order in the manner aforesaid may be exercised without the consent of any person or entity who is not a Party to this Purchase Order.

**20.13 Governing Law:** This Purchase Order shall be subject to, governed by and construed in accordance with the laws of Singapore and for the purpose of Paragraph 20.15 the Parties hereby submit to the jurisdiction of the Singapore Courts on the basis of exclusivity. The Parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Purchase Order or to their relationship.

**20.14 Cumulative rights and remedies:** Unless otherwise expressly agreed by the Parties, or provided under this Purchase Order, these Terms and Conditions, and the rights and remedies of the Parties are cumulative and are without prejudice and in addition to any rights or remedies a Party may have in law or in equity, and no exercise by a Party of any one right or remedy, or at law or in equity, shall (save to the extent, if any, provided expressly in this Purchase Order or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy of a Party as at law or in equity.

**20.15 Injunctive Relief:** Each Party may seek immediate injunctive relief if it makes a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.

**20.16 Survival of Obligations:** All Paragraphs of this Terms and Conditions (including the Appendices) so intended to survive after the expiry or termination of this Purchase Order shall survive such expiry or termination.

**20.17 Counterparts:** This Purchase Order may be executed in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same agreement, provided that this Purchase Order shall be of no effect until the counterparts are exchanged. Signatures may be exchanged by e-mail, with original signatures to follow. The Parties may execute this Purchase Order and any future agreements and/ or amendments thereof (collectively, "**Agreements and Amendments**") using wet ink or electronic signature that is compliant with the Electronic Transactions Act 2010. The exchange of copies of the Agreements and Amendments (including the signature page(s) thereto) signed by wet ink or such electronic signature shall constitute effective execution and delivery of such Agreements and Amendments.

**20.18 Personal Data:** Without prejudice to any other provision of this Purchase Order, Supplier accepts and

shall comply with Appendix C regarding personal data.

**20.19 IT Security Requirements:** Without prejudice to any other provision of this Purchase Order, Supplier accepts and shall comply with Appendix D (where applicable).

#### **20.20 Cybersecurity**

20.20.1 Except as disclosed in writing to Company,

(i) (a) to the knowledge of Supplier, there

has been no:

(1) security breach, or

(2) unauthorised use, access, misappropriation, modification, or other compromise,

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

(b) Supplier and its Affiliates have not received any written notice of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach, unauthorised use, access, misappropriation, modification, or other compromise to the IT Systems and Data;

(ii) Supplier and its Affiliates are presently in compliance with all applicable laws and regulations, internal policies and contractual obligations relating to the protection of IT Systems and Data from a security breach or unauthorised use, access, misappropriation, modification or other compromise; and

(iii) Supplier and its Affiliates have implemented backup and disaster recovery technology.

20.20.2 If Supplier becomes aware that a representation or warranty given by it under this Paragraph 20.20 has been breached, is untrue or is misleading, it shall immediately (i) notify Company of the relevant occurrence in sufficient detail to enable Company to make an accurate assessment of the situation; and (ii) provide to Company a plan to continue using the IT Systems and Data without being exposed to any security breach, unauthorised use, access, misappropriation, modification, or other compromise (the "**Plan**"). Company may accept, modify or reject the Plan. If Company accepts the Plan, Supplier shall immediately implement the Plan at its sole expense. If Company modifies the Plan, Supplier shall use best efforts to implement the modified Plan at its sole cost and expense.

20.20.3 If Supplier does not provide Company with the Plan, if Company rejects the proposed Plan, if Supplier does not implement the Plan or the modified Plan expeditiously, or if Supplier breaches any obligation in this Paragraph 20.20, Company may immediately terminate this Purchase Order for cause. Without prejudice or limitation to any rights or remedies of Company, Supplier shall also assist Company to obtain access to replacement IT

Systems and Data at Supplier's cost and expense.

20.20.4 Supplier shall indemnify, defend and hold harmless 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 Company Indemnitees arising out of or in connection with:

- (i) any breach of the obligations contained in this Paragraph 20.20; or
- (ii) any security breach or unauthorized use, access, misappropriation, modification or other compromise of the IT Systems and Data, to the extent the same arose from an act or omission of Supplier or its Affiliates.

20.20.5 The obligations of Supplier under this Paragraph 20.20 will survive the expiry or termination of this Purchase Order.

#### 20.21 Medico-Legal Complaints

20.21.1 In the event of any complaints received by any party (including but not limited to any and all hospital occurrence and/or adverse event reports) and such complaint is assessed to be 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 any of any Products, Deliverables and/or Services under this Purchase Order, the following procedure and guidelines shall apply:

- (i) each party shall promptly inform the other party on receipt of a Medico-Legal Complaint and shall provide copies of all relevant documents including but not limited to the written complaint, the reply (whether prepared or issued) and the patient's case notes;
- (ii) the parties shall adhere to Company's "**Clinical Complaints Management Framework**" (where applicable) when dealing with Medico-Legal Complaints; and
- (iii) the parties shall jointly investigate the Medico-Legal Complaint with a view to ensuring prompt and proper collating of adequate information to enable a proper review of the complaint, reporting to insurers, seeking of legal advice and effective handling of the complaint. If necessary, Company's appointed representatives in consultation with Supplier or his/her nominee shall convene and appoint a panel to review/investigate the complaint. The Panel will comprise Company's and Supplier's representatives (in equal numbers) who are not personally involved and not from the department(s)

involved with the complaint.

- (iv) in the case where potential proceedings, suits, demands, action or liability (collectively, "**Actions**") may arise from professional or medical negligence involving Company's doctors, facilities and staff, Parties shall work towards (i) a coordinated defence or settlement against such Actions and (ii) the apportionment of liability between themselves in respect of such Actions.

#### 20.22 Business Continuity

20.22.1 Supplier represents and warrants that it has and will maintain throughout the term of this Purchase Order a written business continuity plan ("**BCP**") to enable it to recover and resume its obligations to Company under the Purchase Order within **one (1) working day** in the event of any disruptive event.

20.22.2 Supplier represents and warrants that it has tested its BCP and will continue to conduct sufficient ongoing verification testing for the recovery and resumption of its obligations to Company under the Purchase Order and will update its BCP at least annually.

20.22.3 Supplier will notify Company within **thirty (30) days** of any alterations to its BCP that will impair its ability to recover and resume any interrupted obligations to Company.

20.22.4 Upon request by Company, Supplier will provide to Company a description of its BCP procedures for recovery and resumption of its obligations to Company, accompanied by a written confirmation that the BCP has undergone.

20.22.5 Supplier shall promptly notify Company of any actual, threatened, or anticipated event that does or may disrupt or impact its obligations to Company and shall cooperate fully with Company to minimize any such disruption and promptly perform its obligations in accordance with the Purchase Order.

20.22.6 Supplier acknowledges that the existence, content and adequacy of its BCP will be used by Company as part of initial and ongoing assessment criteria for review of Supplier's overall performance.

20.22.7 Supplier shall ensure that Company will be allowed to inspect Supplier's, Supplier's permitted assignee's, or any other relevant site, at any time upon reasonable notice and during normal business hours. Company may recommend to Supplier any appropriate improvements with regards to the BCP. Supplier shall review these recommendations and implement them or alternative solutions which are mutually agreed in writing between Parties.

## Appendix A Definitions

### 1. Definitions

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

- 1.1.1 **"Affiliates"** means with respect to an entity, any person directly or indirectly Controlled by, Controlling or under common Control with that entity.
- 1.1.2 **"Applicable Taxes"** means all or any taxes (excluding goods and services tax or other value added taxes whether payable in Singapore or elsewhere), duties and charges imposed or levied by the appropriate local or overseas governmental agencies in connection with obligations of Supplier in respect or in connection with Products, Services and Deliverables, or any right, licence or privilege granted by Supplier to Company.
- 1.1.3 **"Charges"** means all amounts, charges and fees payable by Company set out in the Purchase Order, including Principal Costs and Other Costs.
- 1.1.4 **"Claim"** means all claims, liabilities, losses, demands, damages, liens, causes of action of any kind, obligations, costs, judgments, interest and awards (including recoverable legal counsel fees and costs of litigation of the person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.
- 1.1.5 **"Company"** means the company issuing the Purchase Order(s), and **"Companies"** means all entities within Company Group.
- 1.1.6 **"Company Group"** shall refer to Company and all of its Affiliates.
- 1.1.7 **"Company Inspections"** means the inspections to be conducted on the Deliverables pursuant to Paragraph 7.1.
- 1.1.8 **"Company's Systems"** means hardware, software, systems, applications, equipment, networks, servers or other facilities that are owned, leased or under the control of the Company.
- 1.1.9 **"Confidential Information"** means:
- (i) all commercial, marketing and business information, strategic and development plans, intentions, any matter concerning the Company or ALPS, its affairs, business, operations, shareholders, directors, officers, business associates, clients or any other person or entity having dealings with any Party;
  - (ii) information relating to the financial condition of any Party, its accounts, audited or otherwise, notes, memoranda, documents and/or records;
  - (iii) scientific, technical, intellectual or other information relating to methods, processes, formulae, compositions, systems, techniques, product information, inventions, know-how, trade secrets, design rights, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory;
  - (iv) information which is generated as a result

of or in connection with the business transacted under this Agreement; and

- (v) all other information which may be disclosed by one Party to other Party or a Company to the Supplier, which is marked as "Confidential", "Proprietary Information" or with any other comparable legend to similar effect at the time of disclosure, or if disclosed orally, confirmed in writing as such within thirty (30) days after its disclosure, or is considered to be confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, in any form whatsoever, whether electronic or otherwise, and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of either Party or Company made or acquired by the other Party or Company or coming into its possession or control in any manner whatsoever.
- 1.1.10 **"Contract"** means the Purchase Order(s) and these Terms and Conditions.
- 1.1.11 **"Control"** means the right to exercise, directly or indirectly, more than **fifty per cent. (50%)** of the voting rights attributable to the management of that person and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, and **"Controlled"** shall be construed accordingly.
- 1.1.12 **"Deliverables"** means the deliverables to be supplied and delivered by Supplier to Company pursuant to this Purchase Order.
- 1.1.13 **"Documentation"** means the documentation to be supplied, prepared or procured by Supplier for or in respect of Products, Services and Deliverables.
- 1.1.14 **"Effective Date"** means the date of this Purchase Order.
- 1.1.15 **"Force Majeure Event"** means one (1) of the following events: acts of God, acts of civil or military authority, governmental restrictions, fires, wars, acts of foreign enemies, terrorist acts, riots, inclement weather, earthquakes, storms, typhoons, or floods (other than delays caused by Supplier, Supplier Personnel or Supplier's Subcontractors). **"Force Majeure Event"** excludes, amongst other things, pandemic, any lockout, labour dispute or shortage, strike, slow, obstructive or disruptive work by Supplier's Personnel or those of its agents, the Subcontractors or suppliers or any tariffs or import quotas.
- 1.1.16 **"GST"** means the goods and services tax chargeable under the Goods and Services Tax Act 1993.
- 1.1.17 **"Intellectual Property Rights"** means all copyright, patents, trademarks, service marks, layout design rights, registered designs, design rights, trade secrets, know-how, database rights, trade or business names, inventions, secret formulae or processes, lists of suppliers and customers and other confidential and proprietary knowledge and information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the

- world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- 1.1.18 **“Late Payment Interest”** means late payment interest at the rate of **eight per cent (8%) per annum** or the maximum rate of interest permitted by law, if lower.
- 1.1.19 **“Legal Requirements”** means all laws and regulatory requirements, judgements, injunctions, guidelines, codes of practice, local or international standards, conditions, directives, policies or measures of any kind on the part of any government, regulatory body, court, or competent authority in all applicable jurisdictions and any permits and licences, applicable or necessary for the performance of an activity or undertaking in any applicable jurisdictions from time to time.
- 1.1.20 **“Losses”** means all losses, liabilities, settlement sums, costs (including legal costs and costs of other professionals), charges, expenses, actions, proceedings, claims and demands, whether foreseeable or not.
- 1.1.21 **“Other Costs”** means all other fees payable by Company to Supplier for freight, delivery, storage where specified in this Purchase Order.
- 1.1.22 **“Pandemic”** means any outbreak, epidemic or pandemic (including any outbreak of Avian flu, H1N1 flu, Covid-19).
- 1.1.23 **“Party”** means either Company or Supplier, and **“Parties”** means both Company and Supplier.
- 1.1.24 **“Payment Schedule”** means the terms of payment set out in this Purchase Order or in the absence of such terms of payment, within **sixty (60) days** upon the presentation by Supplier of the correctly rendered undisputed commercial invoice(s), delivery note(s) and such other documents as may be required by Company and/or after the delivery of the Products or Deliverables or performance of the Services, whichever is later.
- 1.1.25 **“Principal Costs”** means the fees payable by Company to Supplier for Products, Services and Deliverables, set out in this Purchase Order.
- 1.1.26 **“Products”** means the products set out in the Purchase Order, to be supplied and delivered by Supplier to Company pursuant to this Purchase Order.
- 1.1.27 **“Representative”** means the person nominated by a Party to this Purchase Order pursuant to Paragraph 5.2.
- 1.1.28 **“Services”** means the services set out in the Purchase Order, to be provided by Supplier to Company pursuant to this Purchase Order.
- 1.1.29 **“Specifications”** means the detailed technical, functional, performance and other requirements and specifications for Products, Services and Deliverables as set out in the Purchase Order,, which shall include the specific requirements set out in Appendix B.
- 1.1.30 **“Subcontractor”** means any person, firm or company approved in writing by Company to furnish goods or services directly or indirectly to Supplier for purposes of this Purchase Order, which shall include all manufacturers of Products.
- 1.1.31 **“Supplier Personnel”** means employees, personnel, secondees, agents, principals, representatives and contractors of Supplier, who are individuals, and includes employees, personnel, secondees, agents, principals, representatives and contractors, who are individuals, of Subcontractors.

## **Appendix B Specific Requirements**

1. **Spare Parts:** Unless otherwise stated, Supplier shall guarantee that spare parts and consumables for the Products supplied will be available for a period of at least **five (5) years** from date of commissioning of the Products. If these become unavailable as a result of product obsolescence, Supplier shall undertake to provide economically viable alternatives.
2. **Electrical Products: Unless otherwise stated:**
  - 2.1 All electrically operable Products shall be directly operable from 230V (+ / ) 6%, 50 (+ / ) 2 Hz single phase AC supply.
  - 2.2 All configurations of modules with mainframes, mobile carts or consoles, and displays or recorders, intended to be used as single systems at bedsides, central stations, on mobile carts or consoles as indicated in the specifications, shall be so interconnected that the complete system may be energised via a single 13A, 3 pin mains power plug.
  - 2.3 All mains operated electrical Products shall be supplied complete with suitably insulated and sheathed three core (two core for IEC Class II Products) hospital grade flexible power cords of voltage and current rating appropriate to the Products. For operating theatre use, Products shall be supplied with flexible power cords each of not less than 3m length, although the exact length shall be negotiable later. The flexible power cord shall be fitted with a three pin high impact, unbreakable nylon body electrical plug meeting BS 1363/A. The plug shall be of good quality consistent with hospital safety and shall be equivalent in quality to "**Volet V. 1307W**", "**BICC 3583 07**", or "**MK Toughplug**" 13A nylon plugs. The plug shall be wired in conformance with Paragraph 6.5 of IEC 601 1.
3. **Software:** Unless otherwise stated, Supplier warrants that all software, tools, materials or other Deliverables are free of Viruses, and shall conduct a complete and thorough scan for Viruses and ensure that it installs and maintains the most up-to-date and comprehensive version of Virus shielding, detection, inoculation and repair software and its signature files. For the purposes of the foregoing, "**Virus(es)**" means: (a) any and all forms of malicious, surreptitious, destructive or corrupting code, agent, macro or any other program, including viruses, Trojan Horses, worms and logic bombs or any other software routine or hardware, which are designed to permit unauthorised access, to disable, erase, corrupt, shut down, disrupt the normal operation of or otherwise harm or damage any information system, software, hardware or data, or to perform any such actions; or (b) any device, method, or token whose apparent or intended purpose is to allow circumvention of the normal security of the system or any part thereof or other system containing the code. Where any Products or Deliverables include Software, the Supplier shall provide Updates to the Software as and when available, at no additional cost to the Company. For the purpose of the foregoing, the term "**Software**" means the computer programmes, applications and/or codes that the Supplier is required to supply under the Contract, together with the legitimate license granted by the owners of the proprietary rights; and the media in which the programmes/applications/codes are stored in; with the accompanying documentation relating to the installation and usage of the software and the term "**Updates**" means modifications or enhancements, including updates, fixes, changes or workarounds to the Software, or any part thereof, designed to improve the functionality, performance, accuracy and/or ease of use of the Software.
4. **Processing of dates:** Unless otherwise stated, the Services and/or Deliverables shall, to the extent to which it store, process or otherwise manipulate date or date-related data, where relevant: (i) distinguish properly (including when comparing or sequencing) between dates; (ii) calculate correctly the number of days between two dates; (iii) distinguish properly between leap years and non-leap years; and (iv) correctly process, provide and receive date data and properly exchange accurate date data for all dates.
5. **Installation and commissioning:**
  - 5.1 Unless otherwise stated, Supplier shall fully acquaint itself with the structural, electrical, plumbing and other provisions pertinent to the Products or Deliverables, and shall be responsible for and shall make good any damage to any building or any part thereof, inclusive of fixtures, fittings, furniture, and any other equipment of Company, and shall leave the same in as good a state of repair as it was when the work commenced. Supplier shall be suitably equipped with all necessary, calibrated test and measuring instruments and shall test and commission such Products and Deliverables in the presence and to the satisfaction of Company, where such testing and commissioning shall include:
    - 5.1.1 visual inspection of the installations of such Products and Deliverables for soundness, safety and neatness; and

- 5.1.2** thorough performance and safety checks in accordance with the relevant specifications, recommendations and guidelines of the manufacturer(s) of such Products and/or Deliverables so as to verify safe and satisfactory operation in conformance thereof.
- 5.2** Where any Product or Deliverable is required to be integrated, networked and/or connected with Company's Systems, Supplier shall be responsible for ensuring that such Product or Deliverable (as the case may be) is integrated with Company's Systems as a whole system and that such Product or Deliverable (as the case may be) when integrated, networked or connected with such Company's Systems as a whole and that such Product or Deliverable when integrated, networked or connected with such Company's Systems operate in accordance with, and fulfil the relevant specifications and do not adversely affect the performance or functionality of, the relevant Company's Systems. Supplier agrees to co-operate with and work alongside Company's third party vendors and each of their respective employees, vendors and agents (and such other equipment, applications, systems or other facilities as may be used) to ensure that such Product or Deliverable works correctly together with such other equipment, applications, systems or other facilities. Regardless of the cause of any fault or issues, Supplier shall, upon reasonable request by Company, co-operate with such other third party vendors as may be necessary to remedy any faults or issues with the proper performance of the Product or Deliverable (as the case may be) or any other equipment, applications, systems or other facilities that interface with such Product or Deliverable.
- 5.3** Supplier shall comply with Company's policies relating to Company's Systems and cybersecurity risks if such Product or Deliverable requires connection to or integration or networking with or connection to Company's Systems, Company's electronic medical records, and/or the Internet.
- 5.4** If Company's System or any part thereof is damaged and/or rendered unusable or its performance or functionality is adversely affected as a result of such integration, networking, connection of such Product or Deliverable by Supplier, without prejudice or limitation to any other rights and/or remedies of Company, Supplier shall be liable to compensate Company for any Losses it suffered and/or incurred including loss of use, costs of repair and/or replacement of such Company's System or any part thereof in connection thereto.



## Appendix C Personal Data

1. The Supplier acknowledges that the Contracting Company's Personal Data is the property of the Contracting Company and the Contracting Company retains all rights, title and interest (including all Intellectual Property Rights) which may, at any time, subsist in and to the Contracting Company's Personal Data. To the extent that any rights in any of the Contracting Company's Personal Data vest in the Supplier by operation of law, such rights are hereby assigned by the Supplier to the Contracting Company by operation of this clause immediately upon such vesting.
2. The Supplier agrees and undertakes, and shall procure that the Data Handlers agree and undertake, to the Contracting Company as follows:
  - 2.1 any collection or use of the Contracting Company's Personal Data shall be strictly for the performance of the Supplier's obligations under the relevant Contract to the Contracting Company and that no collection, use or disclosure of any Contracting Company's Personal Data shall be permitted without the consent of the Contracting Company, and in any event, must not exceed any consents provided by any person in connection therewith to whom the Contracting Company's Personal Data relates, unless otherwise permitted at law;
  - 2.2 to the extent that any of the Data Handlers collects, uses or discloses the Contracting Company's Personal Data where the consent therefor has not been obtained directly from the individuals to which the Contracting Company's Personal Data relates, such Data Handler agrees and acknowledges that it does so at its own risk, and such Data Handler shall at its own cost and expense ensure that all necessary consents in accordance with all applicable laws and regulations, including without limitation the PDPA, have been obtained from the relevant individuals;
  - 2.3 each Data Handler shall keep all the Contracting Company's Personal Data confidential and not disclose the Contracting Company's Personal Data to any person unless such Data Handler:
    - 2.3.1 shall have obtained the prior written consent of the Contracting Company, which consent may be subject to such reasonable conditions that the Contracting Company may impose but without derogating from the spirit and intent of the relevant Contract in permitting the use of the Contracting Company's Personal Data; or
    - 2.3.2 such disclosure is made in response to a valid court order, to the extent legally required in response to a request from a law enforcement agency or in order to comply with applicable laws, in which case such Data Handler shall immediately notify the Contracting Company when it becomes aware that a disclosure of the Contracting Company's Personal Data may be required in order to comply with applicable law and explain the necessity of such disclosure;
- 2.4 each Data Handler shall employ administrative, physical and technical safeguards (including safeguards against worms, Trojan horses, and other disabling or damaging codes) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of the Contracting Company's Personal Data, or other similar risks and ensure that the Contracting Company's Personal Data is afforded protection in accordance with the PDPA;
- 2.5 in the event of a Data Breach relating to the Contracting Company's Personal Data in the possession of or under the control of the Data Handlers, the Data Handlers shall:
  - 2.5.1 immediately notify the Contracting Company in writing, the full particulars of the Data Breach and take all necessary steps to contain and remedy the Data Breach, and prevent its reoccurrence;
  - 2.5.2 keep the Contracting Company fully informed of all steps taken in remedying the Data Breach by providing written reports to the Contracting Company or when such reports are requested by the Contracting Company; and
  - 2.5.3 provide all necessary assistance to the Contracting Company in the investigation and/or litigation with respect to the Data Breach, provide access to all information related to the Data Breach and take all necessary actions as required in managing the Data Breach;
- 2.6 each Data Handler shall, in respect of any Contracting Company's Personal Data collected, used, disclosed, accessed and/or processed by such Data Handler in connection with the relevant Contract, comply with any requests, directions or guidelines which the Contracting Company may provide such Data Handler from time to time;
- 2.7 each Data Handler shall appoint an officer to address all requirements of Section 11 of the PDPA and other

- applicable laws and regulations in relation to the Contracting Company's Personal Data, and ensure that all of the Data Handlers (where applicable) are fully trained to ensure compliance with the requirements herein and at law relating to the Contracting Company's Personal Data;
- 2.8** upon the expiry or termination of the relevant Contract, each Data Handler shall deliver to the Contracting Company in a form specified by the Contracting Company all records relating to any Contracting Company's Personal Data which it has collected, used or disclosed in connection with the relevant Contract, together with all documentation, books, records and evidence of any and all consents or agreements with third parties relating to such Contracting Company's Personal Data. Such Data Handler shall thereafter at its own cost and expense return, delete, expunge or destroy such Contracting Company's Personal Data and all records thereof and provide upon the Contracting Company's request such evidence of deletion or destruction as the Contracting Company may require;
- 2.9** each Data Handler agrees to fully defend, indemnify and hold harmless the Data Indemnified Persons from and against any claim, action, demand or complaint, as well as all liabilities, judgments, penalties, compounds, losses, costs, damages and expenses which the Data Indemnified Persons or its related corporations or associated companies may suffer in connection with any breach of the relevant Contract, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of any of the Data Handlers or otherwise howsoever. This clause shall survive the expiry or termination of the relevant Contract (howsoever caused); and
- 2.10** each Data Handler shall, at its own expense, procure all necessary consents in accordance with all applicable laws and regulations, including the PDPA, from Supplier Personnel, its directors, officers, representatives, agents, invitees and/or licensees, who are individuals, for the collection, use and disclosure of any of the personal data, as defined in the PDPA, of such individuals by the Contracting Company, its related corporations and/or its sub-contractors for the performance of the Contract. The handling of such personal data is subject to the relevant Contracting Company's data protection policy, where applicable.
- 3.** The Supplier shall, and shall procure each of the other Data Handlers to, keep complete and proper books, records and documentation relating to all collection, use and disclosure of the Contracting Company's Personal Data, all consents relating thereto, and shall upon reasonable notice by the Contracting Company provide unrestricted access to it or its agents or representatives to such books, records and documentation (including information stored in computerised form), and allow the Contracting Company or its agents or representatives to make copies thereof. The Supplier shall further, and shall procure each of other Data Handlers to, provide such information as the Contracting Company may from time to time require to verify compliance with its obligations under the relevant Contract or at law. Supplier shall permit the Contracting Company, upon the Contracting Company's request, to conduct audits on its premises and systems to ensure that the transfer, collection, use and disclosure of the Contracting Company's Personal Data is in compliance with the requirements of the PDPA and the obligations set out in this Schedule. Supplier shall render all necessary assistance to the Contracting Company for the purposes of such audits.
- 4.** The Supplier shall not transfer the Contracting Company's Personal Data to a place outside Singapore without the Contracting Company's prior written consent, which consent, if given, may be provided subject to the Supplier issuing such written undertakings or agreeing to further terms as the Contracting Company may require, including but not limited to, the following:
- 4.1** the review of the taking of such steps as the Contracting Company may deem reasonable for ensuring that a standard of protection comparable to the protection under the PDPA is achieved;
- 4.2** in connection with any Contracting Company's Personal Data received via or from Singapore, such Contracting Company's Personal Data may only be transferred to, collected, used and disclosed by the Data Handlers within the territories to which the Contracting Company has provided prior written consent; and
- 4.3** it shall ensure and procure that the overseas recipient of such Contracting Company's Personal Data shall provide a standard of protection in relation to the Contracting Company's Personal Data that is comparable to the protection applicable thereto under the PDPA as amended from time to time.
- 5.** For the purposes of this Schedule,
- 5.1** "Contracting Company's Personal Data" means any personal data, as defined in the PDPA, collected by the Contracting Company and/or its related corporations, their agents and representatives, and third party service providers and disclosed to the Supplier by any of the aforesaid persons for the purpose of the relevant Contract;
- 5.2** "Data Breach(es)" refers to any one or more of the following:
- 5.2.1** any unauthorised access, collection, use, disclosure, destruction, disposal, copying,

- modification, damage, corruption or loss of the Contracting Company Personal Data;
- 5.2.2** any access or use of the Contracting Company Personal Data for an unauthorised purpose;
- 5.2.3** any access or use of the Contracting Company Personal Data by an unauthorised person;
- 5.2.4** any use of unauthorised security tokens, codes or keys, which may compromise the security, confidentiality, or integrity of the Contracting Company's Personal Data;
- 5.2.5** misplacement of any secured storage device containing the Contracting Company Personal Data;
- 5.2.6** any breach of the PDPA in relation to the Contracting Company's Personal Data; or
- 5.2.7** any other act or omission that may cause or result in Company being in breach of the PDPA;
- 5.3** "**Data Handler**" means the Supplier, its directors, officers, advisers, Supplier Personnel and Subcontractors.
- 5.4** "**Data Indemnified Persons**" means the Contracting Company, and its directors, officers, employees, personnel, representatives and agents; and
- 5.5** any capitalised terms used in this Schedule which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.

**Appendix D**  
**IT Security Requirements**

(Please approach Synapxe for the customised policy before calling for an RFP/ITQ)

## Appendix E

### Requirements and Guidelines for (A) Supplier's Access to Operating Theatres and Perioperative Environment in Company's Premises (B) Management of Products and Surgical Instrument Sets

#### (A) Supplier Access to Operating Theatres and Perioperative Environment

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

#### (B) Management of Products, Deliverables and Surgical Instrument Sets

##### (i) Management of Products and/or Deliverables

3. Where Supplier is required to supply and maintain full stock quantity for any Products or Deliverables ("**Stock Quantity**") under the Purchase Order, during the term of the Purchase Order when there is:
  - (a) no outbreak of a Pandemic, Supplier shall additionally comply and work in accordance with Company's requests, directions, guidelines and management protocols in respect of Supplier's periodical inspection and maintenance of Stock Quantity.
  - (b) an outbreak of a Pandemic, Supplier shall comply and work in accordance with Company's requests, directions, guidelines and management protocols in respect of Supplier's maintenance of Stock Quantity when the Supplier's access to Company's premises or any part of it or Supplier's ability to conduct physical inspection of the Stock Quantity has otherwise been affected.

##### (ii) Management of Free-On-Loan Consignment Surgical Instrument Sets

4. Where free-on-loan surgical instrument sets are supplied by Supplier with/for any of the Products and/or Deliverables under the Purchase Order, Supplier shall ensure that:
  - (a) such surgical instrument sets shall be cleaned, sanitised, sterilised and lumens and shall be functional and in good working condition;
  - (b) a surgical instrument checklist with an accompanying picture of each surgical instrument shall be placed on every instrument tray;
  - (c) such instrument tray and container shall be free of sharp edges;
  - (d) the weight of each instrument set or tray shall not exceed 10 kg; and
  - (e) the size of each instrument tray or container shall be of the following dimension:
    - (i) Length – 600mm
    - (ii) Width – 280mm
    - (iii) Height – 152 mm