

Simple Supply Agreement

1. DEFINITIONS

'Background Intellectual Property' means Intellectual Property Rights which is created prior to or independent of the Contract by Customer, Supplier or a third party.

'Confidential Information' includes, but is not limited to all information of a confidential or proprietary nature relating to or supplied in connection with the Contract by the Customer and/or its Related Corporations including but not limited to Personal Data, trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary product or information, Intellectual Property Rights, business plans, operations or systems, financial and trading positions, details of or relating to customers, information supplied by or collected for customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of the Customer and/or its Related Corporations, marketing information, brochures, printed matter, rates and rate tables, contracts regardless of form, format or media including, without limitation, written (including electronic), verbal, or information reduced to tangible form and also includes information communicated, made accessible or obtained by the Supplier through systems access, through meetings, documents, correspondence or inspection of tangible items.

'Contract' means the contract between the Supplier and Customer containing these terms and conditions, including the Schedule (where relevant) and the Purchase Order to the Contract.

'Customer' means any Singtel Group Company that issues the Purchase Order to the Supplier.

'Documentation' means:

- (a) the Specifications;
- (b) all user documentation; and
- (c) any other documentation to be provided by the Supplier specified in the Contract.

'Due Date' means each date specified in the Contract (if any), by which the Supplier is obliged to deliver any Supplies or perform any other obligations under the Contract..

'Foreground Intellectual Property' means:

- (a) intellectual property rights which results from or is generated pursuant, to or for the purposes of or in connection with the Contract; and
- (b) intellectual property rights which results from or is generated pursuant, to or for the purposes of or in connection with any other prior contracts between the Supplier and Customer.

'GST' means the tax chargeable under the *Goods and Services Tax Act (Cap 117A)* on the supply of goods and services in Singapore and the importation of goods into Singapore.

'Incidental Costs' means all costs incurred by the Supplier (including, without limitation, costs for delivery, Taxes excluding any GST) connected with the supply of the Supplies by the Supplier.

'Intellectual Property Rights' or 'IPR' means all intellectual property rights at any time protected by statute or common law, including, but not limited to:

- (a) patents, copyright, rights in circuit layouts, registered designs, trademarks and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a).

'Insolvency Event' means one or more of the following:

- (a) a resolution is passed for the winding up of a party;
- (b) a liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator; or administrator of a deed of company arrangement is appointed to all or any part of the property of a party;
- (c) a mortgagee takes possession of, all or any part of the business or assets of a party;

- (d) a party makes any composition or arrangement or assignment with or for the benefit of its creditors;
- (e) a party or any creditor appoints a voluntary administrator or a resolution is passed for that party to execute a deed of company arrangement;
- (f) a party ceases, or threatens to cease to carry on its business; or
- (g) a party is or becomes unable to pay its debts when they are due.

'Laws' means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction and includes any industry codes of conduct.

'Losses' all direct and indirect liabilities, losses, damages, costs and expenses, fines and penalties including loss of profits, business or anticipated savings, or any other consequential loss, fees on a full indemnity basis and disbursements and costs of investigation, litigation, settlement, judgment and interest regardless of whether they arise in contract, tort (including negligence) or under any statute or otherwise including workers' compensation benefits payable under a statutory workers' compensation scheme.

'Personal Data' means information, data or opinion (including information or opinion forming part of a database) disclosed, furnished or made available directly or indirectly to the Supplier or any of its Related Corporations and/or its Personnel by or on behalf of the Customer or any Singtel Group Company (including where such information, data or opinion is collected, by the Supplier or any of its Related Corporations or its Personnel, from third parties on behalf of the Customer or any Singtel Group Company), whether true or not, and whether recorded in a material form or not, about an individual who can be identified from that information, data or opinion or from other information, data or opinion which was disclosed, furnished or made available directly or indirectly to any Supplier Group Company, its Personnel by or on behalf of the Customer or any Singtel Group Company.

'Personnel' of a party means the party's officers, employees, agents, suppliers, contractors, advisers, subcontractor, and representatives.

'Price' shall mean the price(s) for the Supplies specified in the Contract exclusive of any GST imposed in Singapore by reference to the supply but shall include Incidental Costs.

'Purchase Order' means the Customer generated form that authorizes the Supplier to commence delivery of the Supplies, which may or may not be issued at Customer's absolute discretion.

'Related Corporation' has the meaning given to that term in Section 6 of the Companies Act of Singapore (Chapter 50).

'Required Form' for a Security Deposit, means either in the form of a cashier's order or an unconditional banker's guarantee, from a bank established in Singapore or an unconditional performance bond from an insurance company established in Singapore, as the case may be and approved by Customer in its sole and absolute discretion.

'Security Deposit' means the deposit referred to in **Clause 11**, in the Required Form and for an amount representing five (5%) of the total Price or such other rate as may be specified by Customer, payable under the Contract, or such other percentage or amount as may be requested by Customer from time to time, which the Supplier shall provide to Customer in accordance with the requirements of **Clause 11**.

'Schedule' means the schedule that is attached to these terms and conditions which (if used) sets out, among others, the obligations of the Supplies. The Schedule must at a minimum specify the:

- (a) Supplies being ordered;
- (b) Price of the Supplies being ordered;
- (c) GST payable;
- (d) Schedule reference number.

The Schedule does not authorise the Supplier to commence delivery of the Supplies. Only a Purchase Order authorises the Supplier to commence delivery of the Supplies.

'**Singtel Group Company**' means Singapore Telecommunications Limited ("**Singtel**") and each Related Corporation of Singtel.

'**Specifications**' for the Supplies shall include but not limited to the bill of materials, design, schematics, drawings, assembly, process documentation, test specifications included or referred to in the Contract that specifies the quality, functionality, performance, interoperability, testing or other criteria/requirements, and to the extent not inconsistent with the foregoing, the Supplier's published specifications for the Supplies.

'**Software**' means any software to be provided by the Supplier as specified in the Contract and modifications of that Software as supplied to Customer as part of the Supplies.

'**Supplier**' means the party specified in the Contract.

'**Supplies**' means the goods and/or services to be provided by the Supplier from time to time as set out in the Contract and any ancillary related goods and services required to provide those agreed goods and services to Customer.

'**Tax**' includes any tax, withholding tax, charge, rate, duty or impost imposed by any authority at any time, but does not include any GST or taxes on income or capital gains.

'**Tax Invoice**' has the meaning given in the *Goods and Services Tax Act (Cap 117A)*.

'**Warranty Period**' has the meaning given to that term in **Clause 6.1(a)(i)**.

2. SUPPLIES

- 2.1 The Customer may purchase the Supplies by issuing a Purchase Order to the Supplier. The Purchase Order must include the Schedule reference number (where a Schedule is used) or a Purchase Order requisition number. The Supplier agrees that where the Schedule is not used, then the details relating to the Supplies will be set out in the Purchase Order.
- 2.2 The Supplier must upon Customer's issuance of a Purchase Order supply the Supplies in accordance with the Contract and, where applicable, by the Due Date.
- 2.3 Notwithstanding anything to the contrary in the Contract, the Supplier will provide such resources and utilise such employees and/or subcontractors (where those subcontractors have been approved in writing by Customer) as it deems necessary to provide the Supplies.
- 2.4 Subject to **Clause 2.5**, no confirmation, shipment or delivery docket, invoice or other similar document issued by or on behalf of the Supplier or Customer (including the terms on any pre-printed purchase order form, quote or shrink wrap licence) will vary, prevail over or form part of the Contract.
- 2.5 Where a quote is attached to a Purchase Order, only the Prices and the description of Supplies in that quote will form part of the Contract, provided that if there is any conflict or inconsistency with the Purchase Order, the Purchase Order will prevail.
- 2.6 If the Supplies include goods, title to, and risk in those goods passes to Customer upon acceptance of those goods by Customer where acceptance procedures are set out in the Schedule, or if no acceptance criteria are set out in the Schedule, the Supplier must satisfy the Customer that the goods delivered conform to the Specifications in order for the Customer to accept the goods.
- 2.7 The Customer shall reject any Supplies that, in the Customer's reasonable opinion, are defective or fail to meet the acceptance procedures set out in the Schedule or fail to conform to the Specification and/or the Contract in any manner. In such event the Supplier shall at its own cost re-perform, repair or replace, at the Customer's option, the defective Supplies without delay, and in the case of goods, return freight pre-paid. If the Supplier fails to perform the foregoing, the Customer may, without prejudice to the other rights and remedies of the Customer at law or in equity: (a) claim Losses for such failure; (b) terminate the Contract; (c) draw down on the whole or any part of the Security Deposit (if any); and/or (d) obtain the Supplies from other sources

and recover the Losses from the Supplier in respect of obtaining such supply from other sources.

3. PAYMENT

- 3.1 Unless expressly stated in the Schedule:
 - (a) the Price for Supplies is the maximum price that may be charged under the Contract and is inclusive of Incidental Costs (excluding GST); and
 - (b) all Prices stated in are in Singapore dollars and the price is fixed regardless of changes in exchange rates.
 - 3.2 The Supplier may invoice Customer the Price payable for the Supplies when those Supplies are accepted by Customer in accordance with the acceptance procedures set out in the Schedule.
 - 3.3 The Supplier must ensure that each invoice:
 - (a) clearly identifies the Supplies to which it relates;
 - (b) clearly identifies the number of the Purchase Order to which that invoice relates;
 - (c) itemises any GST payable on the provision of those Supplies; and
 - (d) is, where applicable, a valid Tax Invoice for GST purposes.
 - 3.4 Customer will pay each invoice of the Supplier within thirty (30) days after the end of the month in which the invoice was received by Customer unless:
 - (a) that invoice does not comply with **Clause 3.3**, in which case the Supplier must issue a complying invoice; or
 - (b) Customer disputes the amount of that invoice, in which case Customer will pay the undisputed amount, and the parties must resolve the dispute by amicable negotiation.
 - 3.5 If the Supplier or any of its Related Corporation owes any amount to Customer under the Contract or to any Singtel Group Company, Customer may:
 - (a) set off that amount against any amounts Customer owes to the Supplier under the Contract; or
 - (b) invoice the Supplier for that amount, in which case the Supplier must pay each invoice within thirty (30) days from the date that the invoice is received by the Supplier.
- ## 4. FAILURE OR DELAY IN DELIVERY
- 4.1 If a Contract includes any Due Dates, the Supplier acknowledges that time is of the essence in effecting the delivery of the Supplies.
 - 4.2 If the Supplier becomes aware of a potential or actual delay in delivery the Supplier must:
 - (a) immediately notify Customer in writing of that actual or potential delay;
 - (b) prepare and submit to Customer in writing the steps being undertaken to overcome the delay and, if applicable, a workaround plan; and
 - (c) comply with any workaround plans agreed in writing with Customer and all reasonable requests made by Customer to prevent or rectify the delay. Customer may, in its discretion, agree in writing to extend a Due Date.
 - 4.3 If the Supplier fails to meet a Due Date, without prejudice to the other rights and remedies of Customer, Customer may at its election by notice to the Supplier do any or all of the following:

- (a) impose liquidated damages at the rate of one percent (1%) of the Price per week or part thereof up to a maximum of ten percent (10%) of the Price;
- (b) claim Losses for such failure;
- (c) draw down on the whole or any part of the Security Deposit (if any);
- (d) negotiate a variation in accordance with **Clause 13.6**; and/or
- (e) terminate the Contract either in whole or in part.

5. TERM AND TERMINATION

- 5.1 The term of the Contract is specified in the Schedule unless:
- (a) it is extended by agreement between the parties in writing prior to expiry; or
 - (b) it is terminated pursuant to **Clauses 5.2** or **5.3**.
- 5.2 Customer may terminate the Contract in whole or part for convenience by giving the Supplier thirty (30) days' notice without being liable to the Supplier in Losses or otherwise.
- 5.3 Customer may terminate this Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier breaches any material provision of this Contract and that breach is not capable of remedy;
 - (b) the Supplier breaches any material provision of this Contract that is able to be remedied and fails to remedy the breach within thirty (30) days after receiving written notice requiring it to do so;
 - (c) the Supplier breaches any part of **Clause 12** (Confidentiality and Privacy) or **Clause 13.10** (Singtel Group Supplier Code of Conduct); or
 - (d) an Insolvency Event occurs in respect of the Supplier.
- 5.4 The Supplier may terminate this Contract with immediate effect by giving written notice to Customer if an Insolvency Event occurs in respect of Customer.
- 5.5 Termination of this Contract does not affect any accrued rights or remedies a party may have.
- 5.6 Regardless of termination of this Contract, **Clauses 4** (Failure or Delay in Delivery), **6** (Warranties), **7** (Indemnities), **8** (Insurance), **9** (Liability), **10** (Intellectual Property Rights), **12** (Confidentiality and Privacy) and **13.8** (Governing Law and jurisdiction) shall continue to have effect.

6. WARRANTIES

- 6.1 The Supplier warrants that:
- (a) all goods:
 - (i) are and will continue during a ninety (90) day period for Software and otherwise for a twelve (12) month warranty period commencing from the date of acceptance of the goods by Customer or such other period specified in the Schedule ("**Warranty Period**") to be in good working order;
 - (ii) are free from defects in design, materials, workmanship and installation;
 - (iii) are of acceptable quality and fit for any disclosed purpose and use;
 - (iv) match the description, sample or demonstration model; and

- (v) have clear title and with a right to undisturbed possession and do not have undisclosed securities;
- (b) all services will be provided in accordance with any relevant and applicable Specifications and with due care and skill, by competent and trained personnel;
- (c) Customer's reasonable and foreseeable use of the Supplies will not infringe any Intellectual Property Right or moral rights of any person; and
- (d) all of its obligations will be carried out in compliance with all Laws.

- 6.2 If at any time during the Warranty Period the Supplier becomes aware, or Customer notifies the Supplier of any failure of a supply to comply with any of the warranties given under clause 6.1, the Supplier, at its cost, will within the time specified by Customer, correct that failure at no cost to Customer.

- 6.3 This **Clause 6** applies notwithstanding anything to the contrary in any documentation accompanying, or provided by the Supplier in connection with the Supplies.

7. INDEMNITIES

- 7.1 To the extent permitted by Law, the Supplier indemnifies Customer, each other Singtel Group Company and their Personnel ("**Those Indemnified**") against all Losses or other damage suffered or incurred by any of Those Indemnified (including those suffered or incurred as a result of a claim by a third party against any of those indemnified) in connection with:

- (a) any breach of the terms of this Contract by the Supplier;
- (b) any injury to or death of:
 - (i) any of the Supplier's Personnel (other than injury or death suffered as a result of any act or omission of Customer); or
 - (ii) any other person, caused by, or contributed to by, an act or omission (including negligent acts, and omissions) of the Supplier or any of the Supplier's Personnel;
- (c) any Losses to any property caused by, or contributed to by, an act or omission (including negligent acts, and omissions) of the Supplier or any of the Supplier's Personnel;
- (d) any wilful, fraudulent, unlawful or negligent act or omission of the Supplier or any of the Supplier's Personnel;
- (e) any loss, misuse, unauthorised access, disclosure, alteration or destruction of any Personal Data collected by or stored with the Supplier or to which the Supplier has access, pursuant to the Contract;
- (f) any breach of any part of **Clause 12** (Confidentiality and Privacy); or
- (g) any breach of any part of **Clause 10** (Intellectual Property Rights).

- 7.2 Notwithstanding anything contained in this Contract, in the event the Infocomm Development Authority ("**IDA**"), Personal Data Protection Commission ("**PDPC**"), or other relevant governmental authorities or law enforcement agencies impose any fines, penalties or other pecuniary liabilities upon Customer by reason of the use or operation by Customer of the Supplies or for any other reason whatsoever, the Supplier shall fully indemnify and compensate Customer for the full amount of any fines, penalties or other pecuniary imposition imposed by IDA, PDPC or any governmental authorities or other law enforcement agencies on Customer if the same results directly from any breach of the Contract or any act, negligent, omission, default or fraud of the Supplier or its Personnel.

8. INSURANCE

8.1 Without prejudice to the Supplier's liability under the indemnity in **Clause 7**, the Supplier shall maintain or cause to be maintained during the term of each Contract and on a claims-occurrence basis, the following policies of insurance at its own cost and expense:

- (a) comprehensive general liability insurance against injury to persons and damage to property to the value equivalent to two (2) times of the total Price of the Contract or Singapore Dollars Ten Million (\$10,000,000) whichever is higher, per occurrence;
- (b) professional indemnity insurance to the value of the total Price of the Contract or Singapore Dollars Five Million (\$5,000,000) whichever is higher, per claim;
- (c) insurance against all workmen's compensation claims, whether pursuant to the Work Injury Compensation Act (Cap. 354) of Singapore at common law or otherwise;
- (d) insurance in respect of the transit of goods supplied under the Contract;
- (e) insurance against damage to the goods (including all Goods undergoing construction/installation and repair) up to the total Price of the Contract;
- (f) contractors' all risk insurance where construction works are carried out by the Supplier (i) in respect of material damage, equivalent to the total Price of the Contract; and (ii) in respect of third party liability, Singapore Dollars Ten Million (\$10,000,000) per occurrence; and
- (g) any other insurance that the Customer requires the Supplier to take out to cover such amount and in such manner as may be set out in the Contract.

8.2 Where required by Customer, each policy of insurance set forth in **Clause 8.1** shall:

- (a) expressly provide for the waiver of any and all rights of subrogation against Customer to which the insurer may otherwise be entitled; and
- (b) include an automatic reinstatement clause, such that if the amount of insurance coverage is reduced as a result of a claim, then the level of insurance coverage will automatically be restored to the amount that applied prior to the claim having been made, and the cost of any additional premium shall be met by the Supplier.

8.3 Where requested by the Customer, each policy of insurance set forth in **Clause 8.1** except **Clauses 8.1(c), 8.1(d)** and **8.1(e)** shall:

- (a) include the Customer as a co-insured party except for professional indemnity insurance where the Customer shall be endorsed as principal such that the Customer is indemnified for any claims which arise out of the Supplier's fulfillment of its obligations under the Contract; and
- (b) include a cross-liability provision such that the insurance shall apply to the Customer and the Supplier and/or any other insured party as separate insured parties.

8.4 With respect to professional indemnity insurance, the policy is to be maintained during the term of each Contract plus seven (7) years from the date of contract expiry.

8.5 Each policy of insurance set forth in **Clause 8.1** shall be maintained by the Supplier with a reputable insurer as reasonably assessed by the Customer.

8.6 A copy of the certificate of insurance issued in respect of each policy of insurance required by virtue of **Clause 8.1** shall be furnished to the Customer, together with any other reasonable evidence that the Supplier has complied with and continues to comply with its obligations under this **Clause 8** as the Customer may from time to time require.

8.7 In the event that the Supplier neglects or fails to maintain, or allows or causes any of its sub-contractors not to maintain, the policies of insurance in accordance with **Clause 8.1** or, if applicable, **Clauses 8.2 and 8.3**, the Customer shall have the right (but shall not be obliged) to arrange for such policies of insurance and the Supplier shall bear all costs and expenses (including the premiums) in connection therewith.

9. LIABILITY

9.1 Except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable, Customer and each of the Singtel Group Companies excludes liability for all anticipated savings, loss of revenue and loss of profits (direct and indirect), and all indirect losses.

9.2 Subject to **Clause 9.3**, except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable, the aggregate cumulative liability of Customer and/or all the Singtel Group Companies (other than liability to pay the Price of the Supplies already accepted by Customer), whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with the Contract, shall not exceed five percent (5%) of the Price paid or payable by Customer for the Supplies.

9.3 The limitation of liability of Customer and/or the Singtel Group Companies in **Clause 9.2** does not apply to liability:

- (a) for death or personal injury caused by the negligence of any Customer's Personnel acting in the course of employment;
- (b) for fraud by Customer or any of its Personnel.

9.4 Subject to **Clause 9.5**, except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable, the aggregate cumulative liability of the Supplier, whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with the Contract, shall not exceed the greater of two (2) times the Price or Singapore Dollars Five Million (\$5,000,000).

9.5 The limitation of liability of the Supplier in **Clause 9.4** does not apply to the Supplier's liability under **Clause 7** (Indemnities).

10. INTELLECTUAL PROPERTY RIGHTS

10.1 To the extent that the Supplies contain material that contains or is constituted by Background Intellectual Property of the Supplier, the Supplier's licensors or any third party at the commencement of the Contract:

- (a) the Supplier grants, with regard to all Background Intellectual Property which is vested in the Supplier, an irrevocable, royalty free, perpetual license to copy, use and modify such material to the extent required to enable the Customer to fully utilize the Supplies; and
- (b) the Supplier shall, with regard to all Background Intellectual Property which is vested in the Supplier's licensors or a third party, enter into the necessary arrangements such that the third party grants the Customer a licence to do the acts stated in **Clause 10.1(a)**.

10.2 All rights or title, or interest in, all Foreground Intellectual Property shall vest in and shall be the sole and exclusive property of Customer unless as otherwise agreed by the parties in writing.

11. SECURITY DEPOSIT

- 11.1 If required under the Schedule, within two (2) weeks of the date of Contract or at any other time required by Customer, the Supplier shall lodge a Security Deposit in the Required Form for the due, faithful and complete performance of the Contract and the observance by the Supplier of all stipulations, conditions and obligations on the part of the Supplier herein contained.
- 11.2 In the event of default by the Supplier in complying with the stipulations, conditions and obligations contained in the Contract, the Supplier shall forfeit to Customer the Security Deposit or any part thereof as may be necessary to remedy such defaults or compensate Customer, provided that within three (3) months from the date of acceptance of all Supplies by Customer, and provided further that the stipulations, conditions and obligations on the Supplier's part have in the opinion of Customer been duly and faithfully observed, Customer shall return the cashier's order or discharge the banker's guarantee or performance bond for the full value or the balance thereof without any interest payable thereon by Customer to the Supplier, as the case may be.
- 11.3 If the Security Deposit is forfeited under this **Clause 11**, in whole or part, or drawn down pursuant to the Contract, the Supplier shall, if requested by Customer, immediately lodge with Customer an additional Security Deposit so that the aggregate amounts of all Security Deposits equal the amount specified in the definition of Security Deposit.

12. CONFIDENTIALITY AND PRIVACY**12.1 The Supplier:**

- (a) must ensure that it and its Personnel who has the "need to know", keep confidential all Confidential Information of Customer and not use or disclose Confidential Information except to fulfill its obligations under the Contract;
- (b) must ensure that any collection, use, disclosure or transfer of Personal Data in the course of performing the Contract:
 - (i) is done only to the extent necessary to perform its obligations under the Contract and strictly for its purpose(s); and
 - (ii) complies with all Laws, including without limitation, the Personal Data Protection Act 2012 (No.26 of 2012);
- (c) without limiting the effect of any other provision of this Contract, must not transfer Personal Data provided to it in a particular country outside of that country without Customer's prior written consent, and where such consent is given, ensure that the recipient of the Personal Data in the country where the Personal Data is transferred has entered into a written agreement with the Supplier and Customer which imposes on the recipient confidentiality and other terms that are no less restrictive than those imposed on the Supplier in this Contract;
- (d) must, at its cost, promptly notify Customer of any actual, or suspected data breach relating to Personal Data;
- (e) must, at its cost, provide all reasonable assistance to Customer in relation to any investigations or requests made by individuals or Singapore government authorities relating to Personal Data; and
- (f) if requested by Customer, promptly return to Customer, or destroy, all copies of Personal Data that relates to this Contract.

- 12.2 The Supplier must protect the confidentiality, availability and integrity of all Confidential Information of Customer, including but not limited to by:

- (a) implementing appropriate security policies, procedures and practices to secure such Confidential Information and Personal Data against unauthorized access, use or disclosure;
- (b) complying with all applicable privacy, spam and cybercrime legislation;
- (c) allowing access to its Personnel strictly on a 'need to know' and confidential basis, and solely for the purpose(s) of the Contract; and
- (d) upon written request, providing to Customer a copy of the Supplier's information security policy, standards, operating procedures and related documentation. The Supplier authorises Customer to forward such documentation to any of Customer's customer who is supported by the Supplier.

- 12.3 Except as required by Law or the rules of any stock exchange a party may not make any public statement about this Contract unless it has first obtained written consent from the other party.

13. GENERAL PROVISIONS

- 13.1 Neither party shall be liable for any failure to perform its obligations under this Contract if the failure results from events beyond the reasonable control of either Party. For the purpose of this Agreement, such events shall include, without limitation, strikes, lockouts or other labour disputes, riots, civil disturbances, action or inaction of governmental authorities, epidemics, wars, acts of terrorism, embargoes, Acts of God or other catastrophes.
- 13.2 The Supplier must not assign or attempt to assign or otherwise transfer any right or obligation arising out of the Contract, without the written consent of Customer.
- 13.3 Customer may, in its discretion, assign any of its rights or transfer any of its obligations arising out of the Contract by giving notice to the Supplier.
- 13.4 Nothing in the Contract constitutes any relationship of employer and employee, principal and agent or partnership between any Singtel Group Company and the Supplier. Other than Singtel Group Companies which the Contract is intended to benefit, a person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B).
- 13.5 If any part of the Contract is illegal or unenforceable, the rest may be enforced to the extent possible.
- 13.6 Any variations to the Contract must be evidenced in writing signed by both parties. No failure on the part of a party to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 13.7 Notwithstanding anything in this Contract, Customer may, in its sole discretion, enter into any negotiations, arrangements or agreements with any person and entity (other than the Supplier) for the purchase or supply of the same or similar supplies contained or referred to in this Contract without being liable to Supplier in any way whatsoever.
- 13.8 This Contract is governed by the laws of Singapore and each party submits to the jurisdiction of the courts of Singapore.
- 13.9 This Contract constitutes the entire agreement between the parties as to its subject matter, and in relation to that subject matter, supersedes all previous agreements, arrangements and representations between the parties in relation to that subject matter.

- 13.10 The Supplier shall (and shall use its reasonable endeavors to procure that its Personnel shall) at all times comply with Singtel Group Supplier Code of Conduct (a copy of which is available at: <http://info.singtel.com/about-us/tenders>) ("**SCC**"), as may be updated or varied from time to time, which includes but not limited to the protection of the environment, employee health and safety, labour, and employment practice. The Customer may from time to time require the Supplier and/or its subcontract (if any) to perform a self-assessment, and/or engage a third party to conduct an on-site evaluation and/or inspection of Supplier's systems, processes, operations and/or facilities and/or of its subcontractors (if any) ("**Evaluation**") to ensure compliance of the SCC. The Evaluations shall be performed no more than once in any two (2) year period, and the cost of the Evaluation shall be borne by the Customer if the Evaluation reveals that the Supplier complies with the SCC. In the

event the Supplier and/or its Personnel breach the SCC, the Supplier shall promptly notify the Customer and give full details of such breach. Without prejudice to the other rights and remedies of the Customer hereunder, at law or in equity, if the Supplier breach the SCC, the Customer may terminate the Contract pursuant to Clause 5.3(c).

Singtel reserves the right to amend, modify or change any of the terms and conditions at any time and without prior notice.