

TERMS AND CONDITIONS
FOR THE SUPPLY OF GOODS AND SERVICES

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1. OBJECT

- 1.1. In consideration of the payment as hereinafter provided, the Contractor shall, upon the terms and conditions hereinafter set forth, supply and deliver the Deliverables to the Company.

2. DEFINITION

- 2.1. "Affiliate" means an organisation institution or entity that:

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

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

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

- 2.2. "Articles" mean all items that the Contractor is required to supply under this Contract.

- 2.3. "Company" means NHG and includes any officer or other person authorised by the Company to act on its behalf.

- 2.4. "Contractor" means the party who or which has undertaken to supply the Articles and/or perform the Services under this Contract.

- 2.5. "Contract" means this agreement (including the Requirement Specifications, Statements of Work, all schedules, annexes and appendices (if any) attached) between the Company and the Contractor, with any authorised variations or amendments which would govern the supply of the Deliverables and such other letters and documents as the Parties may expressly identify in writing and agree as forming part of this Contract.

- 2.6. "Contract Price" means the total price payable to the Contractor under this Contract for the supply, delivery, installation, testing and commissioning of the Articles and/or Services, and for the performance of the Services under this Contract.

- 2.7. "Deliverables" means the Articles and/or Services (as the case may be) that the Contractor is required to supply under this Contract.

- 2.8. "Documentation" means hard (printed) and soft (in computer readable format and permanently recorded onto storage media) copies of publicly available manuals, reports, applicable operational instructions, screen layouts, report formats, any additional specifications and program and system documentation relating to the Deliverables necessary for the use, maintenance and operation of the Deliverables and from time to time as such materials are developed or updated.

- 2.9. "Intellectual Property" or "IP" means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyright (including without limitation, rights in computer software whether in compiled or source form), design rights, trade and business names, domain names and any other similar protected rights or assets in any country.

- 2.10. "Intellectual Property Rights" or "IPR" means rights arising out of or in connection with Intellectual Property.

- 2.11. "Major Milestone" means any of the Contractor's obligations to deliver the Articles and/or perform the Services, as set out in the Statement of Work or time schedule in this Contract and which have been designated by the Company and the Contractor as such.
- 2.12. "NHG" means the National Healthcare Group Pte Ltd.
- 2.13. "PDPA" means the Personal Data Protection Act 2012.
- 2.14. "Parties" means the Company and the Contractor and "Party" means each of them individually.
- 2.15. "Personal Data" has the same meaning assigned to this phrase as in Section 2(1) of the Personal Data Protection Act 2012 of the Statutes of the Republic of Singapore.
- 2.16. "Premises" means the place of business of the Company as identified in the [RFP/RFQ/other] or any other location as may be specified by the Company.
- 2.17. "process" in relation to Personal Data, means:
- (a) to carry out any operation or set of operations in relation to the personal data, and includes recording, holding, organisation, adaptation/alteration, retrieval, combination, transmission or erasure/ destruction; and/or
 - (b) copy, use, access, display, run, store review, manage, modify, transform, translate, extract components into another work, integrate or incorporate as part of a derivative work; and/or
 - (c) to permit others to do (a) and (b);
- "processing" shall have the corresponding meaning as a verb for the same.
- 2.18. "Project Manager" means the Contractor designated personnel that shall be primarily responsible for directing and coordinating the supply, delivery, and installation of the Articles and/or all works and Services which are to be executed or provided by the Contractor under this Contract and all other matters including contract administration, monitoring of progress, installation and testing of equipment, technical personnel training, logistic support, Documentation preparation, and operation start-up. The Project Manager shall be deemed to be the Contractor's agent in all dealings with the Company, and all actions of the Project Manager shall be binding on the Contractor.
- 2.19. "Requirement Specifications" mean:
- (a) the specifications and descriptions stipulated in this Contract for the supply, delivery, installation, commissioning and/or performance of the Deliverables required to be supplied under this Contract; and
 - (b) such amendments or specifications as may be mutually agreed in writing between the Parties.
- 2.20. "Services" means the work that the Contractor is required to supply in accordance to the service levels or key performance indicators defined under this Contract.
- 2.21. "Statement of Work" means a specific agreed statement of requirements, tasks and deliverable products and/or services.
- 2.22. "Work" means and includes all ideas, concepts, know-how, techniques, inventions, discoveries, improvements, specifications, designs, methods, devices, systems, reports, studies, object or source code, computer software, programming and other documentation, flow charts, diagrams and all other information or tangible material of any nature whatsoever (in any medium and in any stage of development or completion) relating to the subject matter of this Contract or the Deliverables that are conceived, designed, practiced, prepared, produced or developed by the Contractor:
- (i) during the course of supplying the Deliverables;
 - (ii) based upon knowledge or information learned or gained from the Company; or
 - (iii) resulting from the use of the Company's facilities, personnel, or materials.
- 2.23. References in this Contract to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in this Contract to words

incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.

- 2.24. The clauses, paragraph or clause headings and marginal notes in this Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Contract.
- 2.25. References to clauses, schedules and addendums shall be references to Clauses of and the Schedules to this Contract. The Schedules are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Contract.
- 2.26. References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.
- 2.27. Any reference to "day" shall mean a calendar day.
- 2.28. If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. Where expressed by reference to a person in Singapore, business day means any day other than a Saturday, a Sunday or a day on which licenses banks are authorised or required to be closed in Singapore and, where expressed by reference to the jurisdiction of a person other than Singapore, means any day other than a Saturday, a Sunday or a day on which licensed banks are authorised or required to be closed in the jurisdiction of that person, then that time is deemed to only expire on the next business day.
- 2.29. References in this Contract to anything which any Party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect, on its own account, or for or through any other person and those which it permits or suffers to be done or not done by any other person.

In the event of a conflict between any of the terms of this Contract, including its Schedules, the conflict will be resolved in the following order of priority: (1) these terms and conditions for the supply of Goods and Services; (2) the Schedules and; (3) the Annexes and Appendixes and (4) Statement(s) of Work.

3. ARTICLES AND SERVICES

- 3.1. The Contractor shall carry out and complete the supply of all Deliverables and/or perform the Services in accordance with the Contract, including the Requirement Specifications and the Statement(s) of Work at the Contract Price agreed upon.
- 3.2. In the event a new, improved or upgraded model having substantially the same functions but with improvements or enhancements is introduced before delivery of the Articles, the Contractor shall notify the Company and the Company shall have the option to require that the Contractor supply the new, improved or upgraded model of the Articles to the Company at the same price or lower. Where the Company requires the Articles as specified in this Contract to be supplied and the price of the Articles has been lowered due to the introduction of the new, improved or upgraded model, the Contractor shall be obliged to supply the Articles to the Company at the lower price. In the event of any disagreement, the Company shall at its sole discretion determine whether a new, improved or upgraded model of the Articles has been introduced and such determination shall be final and binding.

4. SCOPE OF CONTRACT

- 4.1. This Contract shall be valid and in effect for a period set out in the Requirement Specifications, or upon successful completion and delivery of the agreed Services or expiry of the warranty period, whichever is later.
- 4.2. In the event of any discrepancy, error or omission on the part of the Company in this Contract, or in the tender conditions and/or specifications, the Company shall resolve the discrepancy, error or omission and such resolution shall be final and binding and there shall be no increase in the Contract Price payable to the Contractor.
- 4.3. In the event of any discrepancy, error or omission on the part of the Contractor in his tender, the Contractor shall resolve the discrepancy, error or omission to the satisfaction of the Company and there shall be no increase in the Contract Price payable to the Contractor.
- 4.4. The Contractor acknowledges and agrees that whilst the Company is the contracting Party to this Contract, the Deliverables may be delivered to or enjoyed by or performed for the benefit of the Company's Affiliates. Whilst the Company's Affiliates may place their request for the Deliverables directly with the Contractor and the Contractor shall supply the Deliverables in accordance with this Contract as though such

request was made directly by the Company, no Affiliate shall have the power or authority to modify or change any aspect of this Contract.

5. CONTRACT PRICE

5.1. The Contract Price quoted shall represent the total cost to the Company (excluding) Goods and Service Tax ("GST") for the Deliverables. This Contract Price shall include:

- (a) all transport, lifting, packing, freight, handling, delivery, insurance, taxes, royalties, duties, etc., where applicable;
- (b) the cost of the equipment inclusive of all accessories, whether explicitly or separately specified or not, and necessary:
 - (i) for providing the full capabilities asked for; and
 - (ii) for the immediate operation of the Articles;
- (c) all on-site / off-site labour for the preparation of site and installation;
- (d) all cabling, parts, hardware, wiring at site, etc., necessary for the complete installation;
- (e) making good and/or replacement of any damaged building structures, etc., damaged during the installation and any obvious work to which express reference has not been made;
- (f) the Documentation as specified at Clause 9;
- (g) training as specified at Clause 10;
- (h) testing and commissioning as specified at Clause 11; and
- (i) warranties as specified at Clause 22.

(Note: A GST-registered company is required to indicate the amount of GST payable separately.)

5.2 Where any Schedule(s) specify prices for the Deliverables, the said prices shall not be subject to any change during the term of each such Schedule unless expressly provided for in this Contract.

6. IMPORT QUOTA

6.1. Where an Article or any component of the Deliverables is subject to an import quota, the Contractor shall state whether or not it has obtained the quota and, if so, whether it is adequate to cover the quantity of such Article or component required by the Company under this Contract.

7. DELIVERY

7.1. Time of delivery, installation and/or implementation (as the case may be) is of the essence in this Contract. The Contractor shall deliver, install, commission, perform and/or complete (as the case may be) the Deliverables in accordance with a delivery schedule (the "Delivery Schedule") agreed upon by both Parties.

7.2. The Company reserves the right, at its discretion, to vary the delivery date and/or commissioning of Services at no cost to the Company if notification is given two (2) months in advance by the Company to the Contractor, provided that the delivery date and/or commissioning of Services may be brought forward ahead of schedule only upon the mutual agreement of both the Company and the Contractor.

7.3. Delivery of the Deliverables must be complete. Where an Article or any component of the Deliverables needs to be assembled, the Contractor must ensure that the Article or such component is assembled on the day of delivery, failing which, the Company reserves the right to reject the Article/component. The Contractor warrants that all Articles and any component of the Deliverables supplied to the Company shall be of new manufacture (i.e. not second-hand, re-conditioned, refurbished, or used items).

7.4. Should an Article or any component of the Deliverables be found incomplete during commissioning as set out at Clause 11, the Contractor must make good the delivery of the short supplied items within seven (7) days upon notification by the Company, failing which the Company may require the Contractor to remove the Article and/or component from the Company's premises and to re-deliver the Article and/or component at its own expense complete with the previously short-supplied items within such time periods as determined by the Company at its sole discretion.

- 7.5. The delivery of the Deliverables encompasses transporting the Articles and/or any component of the Deliverables from outside the Premises through various areas of the Premises (hereinafter called "the route") to the place where the Articles and/or such components are to be installed. The scope of work of delivery includes all other work necessary for delivery such as but not restricted to and without additional cost to the Company: -
- (a) Ensuring that the maximum structural loading limits of all floors along the route are not exceeded in the process of transporting the Articles or component of the Deliverables from outside the Premises to the place where the Articles or component of the Deliverables are to be installed;
 - (b) ensuring that the structural integrity of any buildings or structures within the Premises is not compromised, weakened or destroyed in the process;
 - (c) ensuring that no damage is done to any equipment, furniture, floors etc. within the Premises;
 - (d) ensuring safe and proper operation of any powered lifting devices necessary to raise the Articles or component of the Deliverables;
 - (e) widening of windows, doors, passages etc., along the route to create access for the Articles or component of the Deliverables and subsequent restoration subject to the previous consent of the Company, which consent may be withheld by the Company without assigning any reasons;
 - (f) other temporary modifications to the building and subsequent restoration subject to the previous consent of the Company, which consent may be withheld by the Company without assigning any reasons;
 - (g) levelling and touching up of floors at the Premises to conform with the Articles' or component of the Deliverables' manufacturer's specifications for levelness and flatness of floors;
 - (h) obtaining all required permits from the relevant and competent authorities;
 - (i) ensuring that all works are so carried out as to minimise disruption to the work of the Company;
 - (j) ensuring that the safety and security of the Premises, contents, staff, employees, patients and visitors are not compromised in the process; and
 - (k) restitution of all damage whatsoever arising from the delivery process. All damaged building structures, fittings, furniture, equipment etc. shall be restored to their original condition.

Failure to fulfil any of the obligations in this Clause shall be construed as non-delivery and appropriate action will be taken by the Company in accordance with Clause 7.6.

- 7.6. In the event the Contractor fails to deliver the Deliverables in accordance with the Delivery Schedule as specified in Clause 7.1 above or any re-delivery schedule as specified in Clause 7.4 (other than in the circumstances provided under Force Majeure), the Company shall, in addition to any other remedies which it may have under this Contract or otherwise, have the right:
- (a) to cancel all or any such items of Deliverables without being liable therefore in damages and obtain the same from other source(s) and all increased costs incurred thereby shall be deducted from the Security Deposit (if any) and/or any monies due to or become due to the Contractor under this Contract, or shall be recoverable as damages; or
 - (b) to require the Contractor to pay (or to deduct from the Security Deposit (if any) and/or any monies due to or which become due to the Contractor), as and for liquidated damages (and not as a penalty):
 - (i) in relation to any annually recurring Services to be provided under the Contract, a sum to be calculated at the rate of one-half per cent (1/2%) of the total price payable to the Contractor for all such Services currently provided by the Contractor under this Contract ("Total Managed Services Price"), for each day which may elapse between the date of delivery of the Deliverables specified in this Contract and the actual date of delivery, subject to a minimum of \$500 and a maximum of ten per cent (10%) of the Total Managed Services Price; or
 - (ii) in relation to any one-time Service to be performed under this Contract, a sum to be calculated at the rate of one-half per cent (1/2%) of the total price payable by the Company for such Service ("One-time Service Price"), for each day which may elapse between the date of delivery of the Deliverables specified in this Contract and the actual date of delivery, subject to a minimum of \$500 and a maximum of ten per cent (10%) of the One-time Service Price; or

- (iii) in relation to the Articles to be delivered under this Contract, a sum to be calculated at the rate of one-half per cent (1/2%) of the Contract Price payable to the Contractor, for each day which may elapse between the date of delivery of the Articles specified in this Contract and the actual date of delivery, subject to a minimum of \$500 and a maximum of ten per cent (10%) of the Contract Price.

Provided that the total liquidated damages that may be imposed by the Company under this Contract shall not exceed ten per cent (10%) of the Contract Price.

- 7.7. All liquidated damages shall be paid to the Company by way of cash, cheque or banker's order not later than FIFTEEN (15) calendar days from the date of the Company's written notification to the Contractor informing the Contractor that liquidated damages are payable. If the Contractor fails to pay the said liquidated damages, the Company is entitled to recover the liquidated damages as a debt due from the Contractor in any court of competent jurisdiction. The Company reserves the right to charge interest for any delayed payment at the rate of SIX percent (6%) per annum.
- 7.8. In the event that the Company for whatever reason shall not be entitled at law to recover liquidated damages, the Company shall remain entitled to recover such loss, expense, costs or damages as it would have been entitled under common law as if the provisions of Clause 7.6 had not formed part of this Contract. In such event, the Contractor's liability to pay the Company such loss, expense, costs or damages shall not be limited in any way whatsoever by the amount of liquidated damages for which it might otherwise have been liable.
- 7.9. Notwithstanding Clause 7.6 above, in the event the Contractor fails to comply with his obligations under Clause 7.5 herein and the failure remains unremedied for seven (7) days after being called to his attention by written notice from the Company, regardless of whether the maximum amount of total liquidated damages has been paid by the Contractor to the Company, the Company shall have the right to terminate this Contract forthwith without compensation and without being liable therefor to the Contractor in damages and the Contractor shall indemnify the Company for any loss, expense or damage suffered or incurred by the Company in accordance with Clause 15 herein.
- 7.10. The Contractor shall obtain a receipt from the Company for the delivery of the Articles PROVIDED that the issue of such receipt shall not be any representation on the part of the Company of complete delivery or of delivery in accordance with this Contract or delivery in good order and condition shall not relieve the Contractor from its responsibility to make good the delivery of short supplied items, to replace defective, discrepant or damaged Articles.

8. INSTALLATION

- 8.1. The Contractor guarantees, on completion of any installation for the Deliverables, that the installation is free from any defects and is completely safe for operation.
- 8.2. Where the installation may have direct or indirect impact on the structural integrity of the Premises and/or any building, such installation shall be approved by a Professional Engineer (Civil) engaged by the Contractor at its own cost and expense. In addition, the Contractor shall submit a certification from a Professional Engineer that:-
 - (a) the plans/or drawings of the proposed installation; and
 - (b) the actual installation on site,
 are safe, sound and operational.
- 8.3. The Contractor shall be responsible for and shall make good any damage to the Premises, any building or any part thereof, inclusive of fixtures, fittings and furniture, caused by its servants, workmen or agents and shall leave the same in as good a state of repair as it was when the work commenced.

9. DOCUMENTATION

- 9.1. The following Documentation, in the English Language, shall be supplied by the Contractor at no additional charge together with each Article to be supplied to the Company:
 - (a) two (2) original sets of the comprehensive operating instructions including photographs, layouts, drawings, etc., which explain the operation, applications and care of the equipment in detail;
 - (b) abbreviated operating instructions either on the Article or on a laminated card not larger than A4 size, attached directly to the Article;

- (c) two (2) original sets of the complete service manual published by the manufacturer inclusive of:
 - (i) detailed performance specifications, environmental requirements, power requirements, power consumption, dimensions and weight;
 - (ii) installation instructions;
 - (iii) detailed technical description / theory of operation with reference to block diagrams showing functional operation of the Article and circuit schematics;
 - (iv) detailed troubleshooting procedures including diagnostic software wherever applicable;
 - (v) recommended preventive maintenance schedules including parts replacement schedules;
 - (vi) calibration procedures and performance checkouts including specifications of suitable test and measuring equipment;
 - (vii) exploded-view, layout, wiring and inter-connection diagrams;
 - (viii) circuit schematics identifying components in the same terms as the parts list, wherever applicable; and
 - (ix) complete parts list including manufacturer's and original Equipment Manufacturer's (OEM's) part numbers and, if possible, a list of equivalent parts; and
 - (d) where applicable, two (2) sets of complete technical documentation in English pertaining to the installation inclusive of precise, dimensioned drawings of all wall, ceiling and floor mounts and detailed wiring and interconnection diagrams of the installation.
- 9.2. Failure to supply the above documentation shall be construed as incomplete delivery and appropriate action will be taken by the Company in accordance with Clause 7 of this Contract.
- 9.3. The Contractor shall supply at no additional charge update service manual information pertaining to every Article supplied for as long as the equipment manufacturer issues such updates.
- 10. TRAINING**
- 10.1. The Contractor shall provide training to the Company's nominated personnel. The details of the Training shall be specified in an Annex to this Contract or as may be agreed in writing by the Parties.
- 10.2. The training shall be conducted in the English Language by the Contractor's qualified instructor(s). The training to be provided shall be to such a level that the Company's nominated personnel shall be able to:
- (a) apply or handle; and
 - (b) install, repair, calibrate, maintain or overhaul;
- all models of the Articles purchased from the Contractor.
- 10.3. Upon the Company's request, the Contractor shall provide service/operator's training at no cost to the Company's nominated representative(s), regardless whether the Article is on a service contract or out of warranty.
- 11. TESTING AND COMMISSIONING**
- 11.1. It shall be the Contractor's responsibility to test the Articles in Singapore and satisfy himself that they are safe, functional and perform in accordance with the manufacturer's specifications before delivery of the Articles to the Company. Where applicable, such pre-delivery test results shall remain within relevant International Electro-technical Commission (IEC) standards and manufacturer's technical and safety specifications and shall be documented and submitted to the Company together with the delivery of the Articles, failing which it shall be construed as incomplete delivery and appropriate action shall be taken in accordance with Clause 7 of this Contract.
- 11.2. The Contractor shall be responsible for the testing and commissioning of the Articles. For this purpose, the Contractor shall be represented by competent staff, suitably equipped with all necessary calibrated test and measuring instruments, who shall test and commission the Articles in the presence of and to the satisfaction of the Company's authorised representatives. The Contractor shall perform any additional test(s) requested for by

the Company during commissioning of the Articles where the Contractor's recommended test(s) are, in the opinion of the Company, inadequate. The Contractor shall bear all costs associated with this Clause 11.

11.3. The testing and commissioning shall include:

- (a) visual inspection of the Article(s) for damage, corrosion, short supply, wrong supply etc.;
- (b) visual inspection of installations for soundness, safety and neatness;
- (c) complete and thorough performance and safety checks in accordance with the manufacturer's guidelines for acceptance testing and commissioning of the Article(s) so as to verify safe and satisfactory operation in conformance with the manufacturer's specifications for each item of the Article(s) and to the satisfaction of the Company; and
- (d) complete and thorough testing in accordance with all relevant codes of practice, regulations by relevant authorities for acceptance of the building, mechanical and electrical work, so as to verify safe and satisfactory operation.

11.4. For the purpose of this Clause, successful commissioning of the Article(s) encompasses:

- (a) complete delivery of the Article(s) including:
 - (i) two (2) original copies of service manual referred to in Clause 9.1(c);
 - (ii) two (2) original copies of operation manual referred to in Clause 9.1(a); and
 - (iii) parts list (as required under Clause 23) with prices valid for two (2) years after expiry of the warranty period as set out at Clause 23 of this Contract.
- (b) submission of:
 - (i) manufacturer's QA and performance tests results;
 - (ii) pre-delivery test results referred to in Clause 11.1; and
 - (iii) testing certificate(s) from internationally recognised testing body attesting to compliance with recognised standards and test results specific to the delivered Article(s).
- (c) commissioning certificate duly endorsed by the Company's authorised representative.

11.5. Notwithstanding the endorsement of the commissioning certificate by the Company's representative, the Contractor shall remain fully liable and responsible to ensure that the Article(s) fully complies with this Contract.

12. STANDARDS, CODES OF PRACTICE & CODE OF ETHICS

12.1. It shall be the responsibility of the Contractor to ensure and furnish evidence that all Articles and/or components of the Deliverables to be supplied by it conform to all relevant Singapore laws, International Standards and Code of Practice currently in force. Where applicable, the Contractor shall ensure that all Ionising and Non-ionising Radiation equipment and site comply with the Radiation Protection Inspectorate Regulation. The Contractor shall bear all costs associated with the testing of the Articles and/or components of the Deliverables for this purpose by the relevant authorities.

12.2. Without prejudice to the generality of the foregoing, the Contractor shall ensure that it has, in relation to all Personal Data obtained and/or collected by it under this Contract in connection with its obligations under said Contract, fully complied with all requirements of the PDPA.

12.3. The Contractor shall ensure that all of its employees, agents and sub-contractors (a) observe the Company's policies, procedures and values that relate to the Deliverables to be provided; and that these policies, procedures and values are clearly stated in the Supplier Code of Conduct annexed to this Contract as Annex 1; (b) are educated regarding the Company's standards, culture, compliance and other requirements.

12.4. The Contractor shall replace its personnel performing services under this Contract within fourteen (14) days from the date of written notice from the Company that the conduct of the said personnel is found to be unacceptable, detrimental to the public interest, or potentially damaging to the Company's interests and reputation. The issuance of such written notice shall be at the Company's sole discretion and shall be final and

binding on the Contractor. The Company shall not be obliged to provide further details and/or reasons for the issuance of such written notice.

- 12.5. In the event that any adverse publicity arises in respect of any product recall, the Contractor shall be responsible for co-fronting all or any such communications with the media (if needed) after obtaining approval of the Company on the draft media publicity statements with the Company.

13. STRUCTURAL CHANGES

- 13.1. The Contractor will inform the Company in writing of any Material Change of the Structure of the Contractor (as defined hereinafter), as soon as reasonably practicable after the relevant change occurs. For the purpose of this Clause 13, a "Material Change of the Structure of the Contractor" means:

- (a) Change in ownership/control: The Contractor or any person who Controls the Contractor has a change of Control. "Control" in this context means the direct or indirect ownership of more than 50% of the equity interest or voting rights in a corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity (e.g. by the appointment of a majority of the directors or management or otherwise); or
- (b) Change to membership of the executive body of the Contractor: there is a change to the membership of the executive body of the Contractor. For example, a change to the executive management of the Contractor (e.g. CEO).

14. PURCHASING ARTICLES ELSEWHERE WHEN QUANTITIES ARE NOT SPECIFIED

- 14.1. If the total quantities, frequency, or extent (as the case may be) of any of the Deliverables to be supplied by the Contractor during the period of this Contract are not specified in this Contract or stated to be estimates, the Company shall be under no obligation to purchase any such Deliverables. Any statement of the estimated quantities, frequency and/or extent of any of the Deliverables required during the period of this Contract which may have been given to the Contractor in the course of inviting tenders / quotations are not binding on the Company, and shall be deemed to be approximate only and merely for the information of the Contractor.

15. INDEMNITY

- 15.1. The Contractor shall indemnify, defend, and hold harmless the Company, its Affiliates and their respective directors, officers, departments, employees, servants, and agents, against all or any loss, damage, liability, claim, demands, fines, penalty, costs, and expenses (including court costs and fees of solicitors (on a full indemnity basis) and that of other professionals) in respect of:

- (a) damage to any property, loss of data, unavailability of data, corruption of data or personal injury to or death of any person due to the negligence or wilful default of the Contractor, its servants or agents arising out of or in the course of the performance of this Contract;
- (b) the Contractor's failure to comply with the provisions relating to Personal Data contained in this Contract and/or the Contractor's breach or infringement (in respect of the Personal Data) of any data protection or privacy laws in any relevant jurisdictions including without limitation any similar laws that may be enacted or in existence, from time to time, in Singapore;
- (c) any claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such subcontractor of the Contractor for any personal injury and/or death suffered in connection with the performance of this Contract including but not limited to payment under the Work Injury Compensation Act 2019 and for any costs, charges or expenses incurred in respect thereof; and
- (d) any claims by any person(s) whatsoever (including but not limited to any patient or visitor) arising out of or connected to or contributed to by the breach or non- performance of this Contract by the Contractor or by the malfunction of the Deliverables.

The Parties further agree that:

- (a) the Company shall immediately notify the Contractor in writing of any such claims;
- (b) the Contractor may not enter into any settlement, agreement, arrangement or compromise that would have a material or adverse effect on the Company without the Company's prior consent;
- (c) the Company shall co-operate with the Contractor, at the Contractor's expense, in defending or settling such claims; and

- (d) the Company may join in defence with counsel of its own choice at its own cost or expense.
- 15.2. The Parties further agree that any unauthorised processing of Personal Data by the Contractor may cause immediate and irreparable harm to the Company for which money damages may not constitute an adequate remedy. In such event, the Parties agree that the Company may seek injunctive relief as appropriate.
- 16. INSURANCE**
- 16.1. Where required by the Company as a condition precedent to the commencement of any work under this Contract, the Contractor shall take out at his own expense with an insurance company to be approved by the Company, a policy or policies of insurance in terms to be approved by the Company, indemnifying the Contractor and the Company from all liabilities arising out of claims by any and every workman or employee whether such liability arises from the Workmen's Compensation Act or otherwise and from all costs and expenses incidental or consequential thereto.
- 16.2. Where required by the Company as a condition precedent to the commencement of any work under this Contract, the Contractor shall take out at his own expense with an insurance company to be approved by the Company, a policy or policies of insurance in terms to be approved by the Company, indemnifying the Contractor and the Company for their liability in respect of personal injury or death or loss or damage to property and against loss or damage suffered or incurred by the Company by fire and such other perils as the Company may require.
- 16.3. (a) Any policy or policies taken out by the Contractor in compliance with Clauses 16.1 or 16.2 hereof shall be deposited with the Company or with such department as the Company shall determine and the Contractor shall maintain such policy or policies in full force and effect by the payment of all premiums from time to time on the first day on which the same ought to be paid until completion of this Contract and shall, if the Company so directs, deposit with the Company the receipts in respect of the payment of such premiums.
- (b) If any default is made by the Contractor in complying with the terms of this Clause, the Company may, without prejudice to any other remedy available to the Company for breach of any terms of this Contract:
- (i) withhold all payments which would otherwise be due to the Contractor under this Contract and out of such money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance, and/or
- (ii) pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from the Security Deposit and/or any payment due or becoming due to the Contractor.
- (c) Nothing in this Clause shall be construed to take away or to waive or in any manner to modify the right of the Company to be indemnified by the Contractor in respect of all claims, costs and other expenses whatsoever which, by reason of the Contractor's default or otherwise, may become payable by the Company.
- 17. SECURITY PASS AND WORK PERMIT**
- 17.1. All personnel deployed by the Contractor to carry out works in the Premises including contract workers, supervisors etc. must obtain and display the Company's security pass while in the Premises. In the event foreign workers are deployed, it shall be the Contractor's responsibility to ensure that such foreign workers have valid work permits and the Contractor is to provide the Company with a comprehensive list of these workers and copies of their recent photographs and valid work permits. This list shall be forthwith updated in the event of changes in the deployment of foreign workers.
- 17.2. The Contractor shall indemnify the Company, its servants, agents, employees, officers and departments against any monetary penalty, claim, costs, charges and expenses incurred or imposed by any Court or relevant authority arising out of any breach of Clause 17.1 above or any contravention of the provisions of the Employment of Foreign Workers Act and any regulations made thereunder or any applicable law, regulations or guidelines.
- 18. CONTRACTOR'S RELATIONSHIP WITH ITS EMPLOYEES**
- 18.1. The Contractor is required to adopt the Tripartite Guidelines on Fair Employment Practices as advised by Tripartite Alliance for Fair Employment Practices and to ensure workers are accorded the terms and conditions as stipulated under the Employment Act. In addition, workers are to be given a set of their employment contract stating clearly the working hours, the remuneration, the benefits and etc as recommended by the Tripartite Guide on Responsible Outsourcing.

19. ADEQUACY OF DESIGN

- 19.1. Notwithstanding any approval (whether verbally or in writing) given by the Company to any of the Contractor's proposals, designs and technical specifications relating to the performance and construction of the Deliverables, the Contractor agrees and declares that it shall remain solely responsible for the adequacy of the design, performance function, reliability and construction of the Deliverables and for compliance with the Requirement Specifications.
- 19.2. The Contractor shall utilise optimum and cost effective methods in the design and supply of the Deliverables.
- 19.3. In the event of any inadequacy in the design of the Deliverables, the Contractor shall, whenever it occurs, notify the Company and rectify immediately such inadequacy at the Contractor's own expense.
- 19.4. In the event the Contractor's design of the Deliverables is inadequate and, in the Company's opinion, cannot be rectified, the Company shall, in addition to any other remedies which it may have under this Contract or otherwise, have the right to cancel all or any such items of Deliverables without being liable therefor in damages and obtain the same from other source(s) and all increased costs incurred thereby and/or any other consequential losses suffered by the Company shall be deducted from the Security Deposit and/or any monies due to or become due to the Contractor under this Contract and/or shall be recoverable as a debt. A certificate by an officer of the Company as to amounts of damages caused and consequential losses suffered by the Company shall, save for manifest error, be final and conclusive.

20. DESIGN RIGHTS

- 20.1. Where as a result of carrying out its obligations under this Contract in respect of work designed by the Contractor for which the Contractor is to be paid by the Company, the Contractor generates proprietary technical data, then such data, know-how and other information shall become the property of the Company as and when such is generated.
- 20.2. The Contractor shall not use any such proprietary data, know-how and other information compiled during such program for a third (3rd) party without the authorisation of the Company even in the event of termination of the Contract pursuant to the Company's right to suspend or terminate this Contract.

21. REMEDIES FOR INFRINGEMENT OF PATENT RIGHTS, INTELLECTUAL PROPERTY RIGHTS AND ROYALTIES

- 21.1. All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any invention or patent or patent rights, copyrights and trade marks used or required to be used in respect of the Deliverables or any part or unit thereof supplied under this Contract shall deemed to be included in the Contract Price.
- 21.2. In the event of any claim against the Company (including for this purpose, every staff of the Company thereof), or the Company being held liable for damages arising out of any claim at the time on account of patent rights and/or intellectual property rights which may be payable by virtue of the Company's acceptance, possession, purchase, use or distribution of the Deliverables or any part or unit thereof under this Contract, the Contractor shall indemnify the Company and its staff against all such claims and costs, charges and expenses in respect thereof.
- 21.3. In the event that any such infringement occurs or may occur, the Contractor shall at his own expense:
 - (a) procure for the Company the right to continue accepting, possessing, purchasing, distributing or using the Deliverables, or
 - (b) modify or amend the Deliverables or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Deliverables, or
 - (c) replace the Deliverables or infringing part thereof with other non-infringing Deliverables or part thereof of identical capability and performance, or
 - (d) if none of the options listed above can be accomplished within a reasonable time or are otherwise not commercially reasonable, refund to the Company any payment made by the Company for the Deliverables as applicable which gives rise to the infringement, without prejudice to any other rights of the Company.

22. WARRANTY

- 22.1. The Contractor represents and warrants to the Company (which representations and warranties shall continue to be valid and enforceable notwithstanding early termination or expiry of this Contract) that:
 - (a) the Contractor's employees, agents or subcontractors assigned to perform the Services have the

necessary skill, expertise and experience;

- (b) all installation, technical support, maintenance, training and other Services will be performed in a timely and professional manner by qualified personnel trained and skilled in the performance of the specific Services involved, in accordance with the Delivery Schedule and the Requirement Specifications;
- (c) the Services will conform to the quality standards generally observed in the industry for similar services (including any standard prescribed in the relevant sections of the Requirement Specifications and the relevant sections of the ISO Document) and will be provided with all reasonable skill and care;
- (d) while the Contractor's employees, sub-contractors or agents are on the premises of the Company or the Affiliates, they will conform to such health regulations, confidentiality regulations, security regulations and other policies and procedures generally applicable to the Company's or Affiliates' own employees;
- (e) the Contractor's employees, agents or subcontractors assigned to perform the Services will exercise at least reasonable care in the use, safety and storage of the Company's property and shall leave the Premises in a clean, tidy and safe condition and will not unnecessarily interfere with the Company's and/or the Affiliates facilities or the Company's regular activities;
- (f) that the Contractor shall observe and comply with, and shall procure that its employees, agents and subcontractors observe and comply with, all statutory and other relevant rules and regulations relating to health, safety and security, applicable at the premises of the Company and Affiliates;
- (g) at the date of commencement of this Contract the Contractor has obtained and will maintain for the duration of this Contract all permits, licences and consents necessary for the Contractor to perform the Services;
- (h) that in the event it fails to conform to the terms of this Contract and in particular the warranties given in this Contract, the Contractor shall, without request, take immediate action to remedy the same without any cost to the Company;
- (i) the Company shall acquire good and clear title to the Articles, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;
- (j) all material used in the provision of the Services and any other materials or Services provided hereunder do not infringe upon any Intellectual Property Right or other proprietary right (including, but not limited to, misappropriation of trade secrets) of any third party;
- (k) the Documentation provided by the Contractor hereunder will faithfully and accurately reflect the functionality of the applicable Article and will allow the Company or a reasonably skilled person to understand how the Article functions and/or to maintain the Article;
- (l) the Articles provided pursuant to this Contract will be in good working order when installed, ready for use and free from any defects in material, workmanship or otherwise, and the Contractor will make all adjustments, repairs and replacements necessary to correct such defects;
- (m) the Articles provided pursuant to this Contract shall be fit for the ordinary purposes for which such components are used and shall perform in accordance with the Documentation;
- (n) the Articles provided hereunder shall be designed, produced, installed, furnished and in all respects provided, certified and maintained in conformance with all applicable codes, ordinances, regulations and laws;
- (o) the use or operation of any part of the Article shall not at anytime be restricted or interfered with in any manner whatsoever by any means or devices which would require the services of the Contractor or a third party to restore the Article to full use and operation;
- (p) any modification, enhancement or adaptation of the Article supplied by the Contractor shall not require as a condition precedent, the acceptance by the Company of licence terms that derogate from the provisions of this Contract; and
- (q) all installation, technical support, maintenance, training and other Services provided by the Contractor hereunder will be performed in a professional manner by qualified personnel trained and skilled in the

performance of the specific Services involved.

22.2. The Contractor acknowledges that the Company is reliant on the Contractor's skill, expertise and professional judgment in the specification, sizing, selection, procurement, installation, configuration and customisation of the Deliverables.

22.3. The Parties each represents and warrants that the following facts and circumstances are and at all times shall be, true and correct:-

- (a) it has the requisite corporate power and authority to enter into this Contract and that this Contract does not conflict with any other agreement or obligation by which the respective Party is bound;
- (c) that there is no material suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under this Contract; and
- (c) that the signatories for an on behalf of that Party are authorised and fully empowered to execute this Contract on that Party's behalf.

23. WARRANTY PERIOD FOR ARTICLES

23.1. The Contractor shall provide a twenty-four (24)-month warranty period, commencing from the date of delivery and/or the commissioning certificate issued where applicable in accordance with Clause 11 of this Contract, during which period the Contractor shall, unless otherwise stipulated in this Contract or specified by the Company, within forty-eight (48) hours after notification, replace with original parts and/or repair free of charge the Article or any part(s) thereof (including accessories) found defective by reason of design, materials and/or workmanship.

23.2. The Contractor shall submit detailed service reports on all Articles repaired or modified in any fashion during the warranty period.

23.3. The Contractor shall also provide regular preventive maintenance as specified in the manufacturer's latest technical manuals during the warranty period at no cost to the Company.

23.4. The warranty period shall be extended accordingly by the period during which the Article is out of service, such extended period to be computed from the date the Company notifies the Contractor that the Article is out of service. The Article shall not be treated as out of service if the whole or part of the Article is replaced with original parts or if the Contractor provides a back-up Article while the Article is undergoing repair.

24. AVAILABILITY FOR USE

24.1. The Contractor guarantees that the Articles shall be available for use during the warranty period in accordance with the service levels as set out in this Contract.

24.2. The Contractor shall be subject to liquidated damages calculated in accordance with Clause 7.6 in the event of any breach of Clause 24.1 above.

24.3. Notwithstanding the Contractor paying liquidated damages to the Company under this Clause, the Company shall have, without prejudice to any other rights of the Company, the right to terminate this Contract forthwith without compensation and without being liable therefor in damages.

25. SPARES AND CONSUMABLES

25.1. The Contractor guarantees that the spare parts and consumables for the Articles will be available for a period of at least seven (7) years from the date of discontinuation of the Article and shall further undertake to locally supply or make available these parts/consumables for the said period.

25.2. The unit prices of the spare parts and consumables listed in an Annex to this Contract shall be firm and fixed for a period of two (2) years after expiry of the warranty period referred to in Clause 23.

26. ELECTRICAL OPERATING REQUIREMENTS

26.1. Unless otherwise stated, all electrically operated equipment shall be directly operable from 415/230V (\pm 6%, 50 (\pm) 2 Hz three/single phase AC supply.

26.2. All Articles shall be assumed to be able to operate directly from the Company's power outlets. Should the Articles to be supplied require special power conditions, such conditions shall be clearly specified by the Contractor. All work/installation necessary to achieve such conditions shall be the responsibility of the Contractor and all costs involved shall be included in the Contract Price.

26.3. All configurations of modules with mainframes, mobile carts or consoles, and displays or recorders, intended or to be used as a single system at the bedside, central station, on mobile carts or consoles as indicated in these specifications, shall be so interconnected that the complete system may be energised via a single 13A, 3-pin mains power plug.

26.4. All electrically operated Articles shall fully comply with IEC 601-1 / BS 5724: Part 1 and preferably ISO 9001 / BS 5750: Part 1.

27. POWER CORDS

27.1. All mains operated electrical Articles shall be supplied complete with suitably insulated and sheathed three-core (two-core for IEC Class II equipment) hospital-grade flexible power cords of voltage and current ratings appropriate to the Articles. Articles for operating theatre use shall be supplied with flexible power cords, each of not less than 5.5m in length, unless otherwise specified by the Company. The flexible power cord shall be fitted with a three-pin, high impact, unbreakable nylon body electrical plug meeting BS 1363/A requirement. The plug shall be of good quality consistent with hospital safety and shall be equivalent in quality to "Volex V.1370W" or "BICC 3583-07", 13A nylon plugs.

27.2. The plug shall be wired to conform to sub-clause 6.5 of IEC 601-1.

28. ENVIRONMENT REQUIREMENTS

28.1. All Articles shall be acclimatised and capable of continuous, trouble-free operating in the local ambient non-air-conditioned environment.

28.2. Should the Articles to be supplied require special environmental conditions, such conditions shall be clearly specified by the Contractor. All work/installation necessary to achieve such environmental conditions shall be the responsibility of the Contractor and all costs involved shall be included in the Contract Price.

28.3. The Contractor shall ensure that the operation of the Articles shall not cause any electro-magnetic interference with the Company's other equipment and/or be affected by any electro-magnetic emissions by other equipment. In the event of any damage caused to any of the Company's equipment due to the operation of the Articles, the Contractor shall, at his own cost and expense, undertake to rectify such damage incurred.

29. QUALITY

29.1. The Deliverables supplied shall conform in all respects to the Requirement Specifications, plans, drawings, pattern or samples, as appropriate, forming part of this Contract. The Deliverables supplied shall be in good condition and fit for their purpose. The Contractor hereby acknowledges that he/she knows the purpose the Deliverables are intended for.

30. INSPECTION OF ARTICLES IF REQUIRED BY THE COMPANY

30.1. Where inspection of any of the Articles, whether completed or in the course of production, is required by the Company, the Contractor shall give the Company full and free access to his works as and when required for that purpose and shall provide the use of reasonable facilities as may be required therefor.

31. TITLE AND RISK

31.1. Subject to Clause 57.1, title in all components and materials for the Deliverables and tools to be used exclusively in connection with the Deliverables shall pass to the Company as soon as they are allocated by the Contractor to this Contract and in all documents of any kind including drawings, designs, test certificates of quality, parts lists and manuals as soon as they are prepared or obtained by the Contractor. The Contractor shall clearly mark and store all such items so that they can be identified as the property of the Company, make them available for inspection by the Company at any time and comply with all instructions of the Company with regard to them.

31.2. Notwithstanding the earlier passing of title, risk in the Deliverables shall not pass to the Company until the Deliverables are delivered and successfully commissioned in accordance with Clauses 7 and 11 of this Contract, and the Contractor shall be responsible for any loss or damage to the Deliverables howsoever arising prior to risk passing.

32. PAYMENT

32.1. The Company shall pay the Contractor the Contract Price in accordance with the provisions of this Contract. The Contract Price for the Deliverables shall not be subject to change during the term of this Contract unless expressly provided for in this Contract. Invoices shall be submitted by the Contractor on a monthly basis upon the delivery, acceptance and/or successful commissioning of the Articles or the performance of the Services; and shall be due and payable by the Company within sixty (60) days from receipt of the invoice by the Company.

PROVIDED that such payment shall not be considered as evidence of the quality of the Deliverables in respect of which the payment is made, or of the Deliverables' compliance with the Requirement Specifications, nor shall such payment be regarded as a waiver of the Company's rights and/or relieving the Contractor from its obligations, including the Company's right to reject any of the Deliverables or the Contractor's responsibility to replace defective or damaged Deliverables.

- 32.2. The Contractor agrees that if any invoice is not submitted to the Company within six (6) months upon delivery, acceptance and/or successful commissioning of the Articles or performance of the Services, the Company shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.
- 32.3. The Contractor shall submit such invoices or other documents as the Company may require for the purpose of making payment.
- 32.4. The Company shall not pay for expenses or cost of whatever nature other than those expressly set forth in this Contract.
- 32.5. The Contractor shall not impose any late payment interest or service charge of any kind. The Company may, upon notice to the Contractor, withhold and/or refuse to make payment for Articles and/or Services that fail to meet the minimum performance standards set forth in this Contract and/or question any items invoiced to the Company. Such non-payment shall not constitute a default or breach of this Contract. In the event of any dispute between the Company and the Contractor with respect to the invoiced Articles and/or Services and/or other related matters, the Company shall pay the undisputed amount and the Company and the Contractor shall promptly seek to resolve the disputed matters in accordance with Clause 44 of this Contract.

33. SECURITY DEPOSIT OR BANKER'S GUARANTEE

- 33.1. The Company shall have the option to require the Contractor, upon signing of this Contract and for the due and faithful performance of this Contract and the fulfilment of the Contractor's obligations hereunder, to lodge with the Company a security deposit in the form of cash or an on demand Banker's Guarantee in the form attached here to as Schedule 1 equivalent to ten percent (10%) of the Contract Price (the "Security Deposit").
- 33.2. The Company shall be entitled, but shall not be required, to utilise and make payments out of or deductions from the Security Deposit to satisfy any liquidated or other damages, or such other amounts which may become due to from the Contractor to the Company pursuant to the provisions of this Contract. .
- 33.3. In the event that the Company exercises its rights to utilise, make payments out of or deductions from the Security Deposit, and the Security Deposit provided for in Clause 33.1 is inadequate to fully indemnify or compensate the Company for any loss, liability, cost, expenses or damage incurred or suffered by the Company arising out of or in relation to the Contractor's performance of this Contract and its obligations thereunder, the Contractor shall, forthwith on demand by or on behalf of the Company, pay to the Company all losses, liabilities, costs, expenses (including without limitation, legal fees on a solicitor and own client basis) and/or damages as may be incurred or suffered by the Company to the extent to which the Security Deposit proves inadequate.
- 33.4. If, at any time, by virtue of the deduction by the Company in accordance with Clause 33.2, the Security Deposit falls below the amount stipulated in Clause 33.1, the Contractor shall, forthwith on demand by or on behalf of the Company, top up the Security Deposit by paying the amount of the shortfall or furnishing an on demand Banker's Guarantee on terms acceptable to the Company for the same.
- 33.5. Where the Contractor provides Security Deposit in the form of a Banker's Guarantee, the Contractor shall maintain the validity of the Banker's Guarantee at all times for the duration of this Contract. If a Banker's Guarantee furnished under this Clause 33 shall for any reason expire or be cancelled prior to the date of expiry or termination of this Contract, the Contractor shall, within ONE (1) month of the expiry date or cancellation thereof, procure at its own expense and furnish to the Company a fresh on demand Banker's Guarantee on terms identical or substantially similar to that of the earlier Banker's Guarantee. The fresh Banker's Guarantee shall be binding and effective from the date of expiry of earlier Banker's Guarantee and shall be for the sum stipulated in Clause 33.1 above. The provisions of Clause 33 shall apply to all Banker's Guarantees procured pursuant to this Clause 33.5.
- 33.6. The Banker's Guarantee shall be refunded to the Contractor with the remaining value as provided in Clause 33.2, and only upon the Contractor's compliance with Clauses 9 to 11, 22, and 24, and after the Contract has been terminated.

34. ALTERATION OF SPECIFICATIONS, PLANS, DRAWINGS, PATTERNS AND SAMPLES

- 34.1. The Contractor shall not alter any part of the Requirement Specifications or other specifications, plans, drawings, patterns and samples relating to the Deliverables unless directed by the Company but the Company

reserves the right to alter the same from time to time and as from the date of such alteration, the Deliverables shall be in accordance with the altered specifications, plans, drawings, patterns and samples specified. In the event that such alteration results in a change in the cost of the Deliverables and/or in the period required for delivery, such change in the cost of the Deliverables and/or in the period required for delivery as shall be agreed to in writing between the duly authorised representatives of the Parties to this Contract, shall be made in relation to the Deliverables which are subject to the alteration. In all other respects this Contract shall remain unaltered.

35. DAMAGED, DEFECTIVE AND REJECTED ARTICLES

35.1. The Contractor shall, when so required by the Company, remove and replace within seven (7) days and at his own expense, any of the Articles which are found on delivery or at the point of use, to be damaged, defective or in any way inferior to approved samples or not in accordance with this Contract, failing which the Company shall have the right to purchase replacements elsewhere or make good any damage in any manner it deems fit and all costs incurred thereby shall be deducted from the Security Deposit and/or any monies due or which may become due to the Contractor under this Contract or shall be recoverable as a debt. A certificate by an officer of the Company as to the amount of damages caused and consequential losses suffered by the Company shall, save for manifest error, be final and conclusive.

35.2. The condition as specified under Clause 8.3 shall apply in the removal and/or replacement of the Articles.

36. SERVICE CONTRACT OPTION

36.1. The Company shall have the right to exercise the option for maintenance services (if any) after the expiry of the warranty period as specified at Clause 23, in accordance with the terms set out in this Contract.

37. SUSPENSION OR TERMINATION

37.1. The Company may, without prejudice to any other rights it may have, by written notice terminate this Contract or suspend the Contractor's performance of all or any of its obligations under it immediately and without liability of the Company for compensation or damages if:

- (a) the Contractor, its servants, employees or agents, fail to comply with its express obligation of confidentiality under Clause 39 of this Contract;
- (b) the Contractor delivers any Deliverable which is defective or does not conform with the Requirement Specifications or which design is inadequate and fails to rectify such defect, non-conformity or inadequacy within thirty (30) days after being given notice by the Company to do so;
- (c) any Deliverable or part thereof supplied or to be supplied by the Contractor is declared or advised to be unsafe for use by any competent authority or by any notice, regulation or requirement of any competent authority;
- (d) the Contractor fails to comply in any material respects with this Contract and shall fail to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the Company so to do;
- (e) the Contractor fails to meet all elements of the Code of Conduct of the Public Healthcare Family and the Supplier Code of Conduct annexed to this Contract;
- (f) any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations under this Contract;
- (g) the Contractor, its servants, employees or agents, fail to comply with its express obligation under Clause 7.6 of this Contract.

37.2. The Company may, without prejudice to any other rights it may have, by written notice terminate this Contract or suspend the Contractor's performance of all or any of its obligations under it without cause by giving two (2) months' notice in writing of such intention. The Contractor shall not be entitled to any other remedy, compensation or damages against the Company by reason of such termination.

37.3. In the event of termination under Clause 37.1 above, the Contractor shall refund and repay to the Company any advance payment received from the Company without prejudice to the Company's right to claim compensation for increased costs in obtaining the Deliverables from other sources, and for any loss, expense or damage suffered or incurred by the Company.

37.4. During the notice period referred to in Clause 37.2, the Contractor shall only provide Articles and/or Services, and the Company will only pay for Articles and/or Services, in accordance with the unrevoked instructions of the Company pursuant to this Contract. The Contractor shall, at the Company's discretion, provide any Articles

and/or Services ordered during the notice period in accordance with the terms and conditions of this Contract. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Contract.

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

38. FORCE MAJEURE

- 38.1. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under this Contract if the delay or failure results from events beyond the reasonable control of either Party (a "Force Majeure Event").
- 38.2. For the purposes of this Contract, Force Majeure Events shall include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, epidemics, outbreaks, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of this Contract.
- 38.3. For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a force majeure event and the provisions of this clause shall not apply to such an event.
- 38.4. The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.
- 38.5. If any force majeure event shall continue for a period exceeding sixty (60) days, then either Party may at any time thereafter, upon giving notice to the other, elect to terminate this Contract.
- 38.6. In any of the events mentioned in Clause 38.2, the Parties shall for the duration of such event be relieved of any obligation under this Contract as is affected by the event except that the provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by the event.
- 38.7. Notwithstanding any of the foregoing provisions in this Clause 38, the Parties acknowledge and agree any outbreak of pandemic illness (including any outbreak of avian flu or other forms of communicable illness at the community level) ("Pandemic" and each a "Pandemic Illness") is not a Force Majeure Event. However, the Parties acknowledge that any Pandemic may impact on the performance of each Party's employees, subcontractors or agents assigned to this Contract ("Staff") and solely for this purpose the Parties agree to the following:
- (a) each Party will extend safeguards and measures adopted to reduce the risk of its Staff transmitting any Pandemic Illness to the other Party's Staff in the course of their performance of this Contract;
 - (b) each Party agrees that if it would not reasonably require its Staff to attend at any premises due to risk of contracting a Pandemic Illness, it would not require the other Party's Staff to attend at such premises as well;
 - (c) each Party agrees to respect any quarantine orders issued to the other Party's Staff under the Infectious Disease Act or under the other Party's general corporate policy concerning such Pandemics;
 - (d) each Party will bear its own costs or expenses of adopting its own safeguards and measures under its general corporate policy concerning Pandemic Illnesses;
 - (e) the Parties agree to consider and implement workarounds to reduce the risk of their Staff contracting any Pandemic Illnesses, including the use of telephone conferencing and where the Services to be performed are non-location specific, to perform such Services at alternative locations; where the Services are required to be performed on-site, the Company shall supply, at no charge to the Contractor, agreed facilities for the Contractor's Staff to perform the Services;
 - (f) the Parties may mutually agree to reasonable adjustments in the Contract Price, Delivery Schedule

and other relevant obligations of the Parties under this Contract;

- (g) if the Pandemic situation in Singapore worsens materially after the commencement of this Contract, to the extent that the Pandemic situation directly causes the unavailability of either Party's Staff so as to materially delay the completion of a major milestone ("Project Delay"), each Party shall be entitled to make justifiable adjustments to the Delivery Schedule strictly to compensate for Project Delay only, provided always that (i) any postponement of any events in the Delivery Schedule cannot exceed FORTY-FIVE (45) days in aggregate; (ii) the written notice must be given the other Party promptly and in any case within THIRTY (30) days of such Project Delay occurring; and (iii) the written notice must identify the Party's Staff who were unavailable and specify the time period in which such Staff were unavailable; and
- (h) the Contractor may replace its Staff who are performing the Services with staff of equivalent or better competence and qualification if and only if the Contractor certifies to the Company in writing that such Staff has on his own accord refused to continue participation in the performance of Services due to his concerns of contracting a Pandemic Illness and not for other reasons and FURTHER PROVIDED that the replacement shall have undergone, prior to assuming his duties, a suitable period of familiarisation with his or her predecessor and there shall be no disruption to the provision of any services by the Contractor prior, during and after the handing over between the outgoing and incoming staff member.

39. CONFIDENTIALITY

- 39.1. The Contractor agrees to treat as confidential all information received from the Company which the Company has indicated in writing or labelled to be "Confidential", "Proprietary Information" or with any other comparable legend to similar effect, at the time of disclosure, or any information (including information disclosed orally) which by the circumstances, nature, or context of disclosure, should reasonably be regarded as confidential or proprietary information, or that the Contractor should have known it to be confidential or proprietary, which the Contractor may acquire in relation to the Company, including but without any limitation whatsoever, all business information, strategic and development plans, medical records, Personal Data, any matter concerning the Company, its affairs, business, shareholders, directors, officers, business associates, clients or any other person or entity having dealings with the Company; information relating to the financial condition of the Company, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of the Company; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by the Company to the Contractor which the Contractor may be provided access by the Company whether stored electronically or otherwise; all information which is deemed by the Company to be Confidential Information or which is generated as a result of or in connection with the business of the Company and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part ("Confidential Information"). For the avoidance of doubt, any Confidential Information of the Company's Affiliates shall be deemed to be Confidential Information of the Company.
- 39.2. The Contractor shall ensure that, where applicable, none of the patients of the Company or its Affiliates can be identified in any reports, submissions and publications of the Contractor.
- 39.3. The Contractor shall use all reasonable steps to ensure that any information marked as confidential or proprietary to the Company shall not be disclosed to third (3rd) parties.
- 39.4. Neither of the Parties hereto shall, without the prior written consent of the other Party, disclose any Confidential Information or any information relating to this Contract or any of the contents hereof whether directly or indirectly to any third (3rd) party.
- 39.5. The restrictions on disclosure of Confidential Information described in this Clause 39 do not extend to any information that:
 - (a) at the time of its disclosure the information already exists in the public domain otherwise than by disclosure in breach of the terms of this Contract;
 - (b) at the time of disclosure is already in the Contractors' possession;

- (c) is independently developed by the Contractor outside the scope of this Contract;
- (d) is rightfully obtained from third (3rd) parties not connected with the Company; and
- (e) is required to be disclosed by law or order of court, tribunal, government or regulatory body of competent jurisdiction, save that (i) the extent and manner of such disclosure shall be strictly limited to the demanded disclosure, (ii) where permitted, the Contractor notifies the Company as soon as reasonably practicable, and (iii) the Contractor makes all reasonable efforts to obtain protection of the confidential nature of the Confidential Information.

39.6. The Contractor hereby agrees that it shall:

- (a) take all reasonably necessary steps to limit access to Confidential Information of the Company to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by this Contract and are made aware of its confidential status, to the extent reasonably required for the performance of this Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of this Contract;
- (b) not use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of this Contract; and
- (c) upon the Company's request, procure the Contractor's employees, servants or agents or any employee, servant or agent of the Contractor's sub-contractor, to sign individual Non-Disclosure agreements with the Company on such form that the Company may dictate.

39.7. Each Party must promptly inform the other Party about any unauthorised disclosure of such other Party's Confidential Information.

39.8. The Company's Confidential Information is and shall remain the sole property of the Company, and shall be returned to the Company, or destroyed if the Company so directs, forthwith on demand at any time or without demand upon the expiry or termination of this Contract, except when required by law, regulation or order issued by any judicial or government authority, the Contractor may retain such Confidential Information to the extent required and the Contractor shall afford the same protection over the Confidential Information as required under this Contract.

39.9. The Contractor shall, in relation to Personal Data, also:-

- (a) ensure that it has, in relation to all Personal Data obtained and/or collected by it under this Contract in connection with its obligations under the said Contract, fully complied with all requirements of the Personal Data Protection Act 2012;
- (b) process Personal Data only in accordance with the written instructions given by the Company and to such extent necessary and appropriate for the purposes of this Contract or such other purposes approved by the Company in writing;
- (c) promptly deal with any enquiry from the Company relating to the Contractor's processing of Personal Data;
- (d) not transfer or allow the Personal Data to be transferred, outside of Singapore, unless expressly instructed or authorised by the Company; and
- (e) provide all necessary co-operation and assistance (whether to the Company or otherwise) to allow access and/or correction of Personal Data in accordance with the Personal Data Protection Act 2012.

39.10. The Contractor shall comply with the additional terms and conditions set out in the Appendix (attached hereto if applicable), for the protection of Classified Information as defined therein.

39.11. Subject to the foregoing, each Party's confidentiality obligations under this clause shall survive the expiry or termination of this Contract.

40. PERSONAL DATA

40.1. Without prejudice to Clause 39 of this Contract, the Contractor shall take all reasonable measures to ensure:

- (a) that any Personal Data belonging to the Company which is held by the Contractor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse and that only authorised personnel have access to that Personal Data;
 - (b) that, to the extent that the Personal Data is no longer required by the Contractor for legal or business purposes, that Personal Data is destroyed or re-delivered to the Company in accordance with this Contract;
 - (c) that the Company is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause and the Contractor undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 40 (including providing the Company with such reports or information concerning such steps as and when requested by the Company); and
 - (d) it keeps itself apprised of any and all notices and circulars which the Company may from time to time notify to the Contractor, including without limitation any policies, guidelines, circulars or notices relating to personal data ("**PDPA Documentation**"), and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with the PDPA Documentation, and will not cause the Company to be in breach of the same.
- 40.2. For the purposes of Clause 40.1(d) above, the Contractor hereby expressly acknowledges and agrees that it has read the PDPA Documentation and is aware of and will compensate the Company for any and all potential loss and damage caused to the Company arising from or in connection with any breach of the above. The Contractor will indemnify and hold the Company harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation. The Contractor further agrees that any unauthorised processing of Personal Data by the Contractor may cause immediate and irreparable harm to the Company for which money damages may not constitute an adequate remedy. In such event, the Contractor agrees that the Company may seek injunctive relief as appropriate.
- 40.3. Notwithstanding and further to anything stated elsewhere in this Contract, the Company reserves the right and the Contractor agrees that the Company may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Contractor with the obligations under this Clause 40.
- 40.4. To the extent that the Contractor sub-contracts its obligations under this Contract to a sub-contractor, the Contractor agrees and acknowledges that it shall ensure that this Clause 40 is incorporated into the sub-contractor's contract.
- 40.5. Subject to the foregoing, the Contractor's obligations under this Clause shall survive the expiry or termination of this Contract.
- 40.6. A reference to the Company in this Clause includes a reference to the Company's Affiliates.

41. MEDICO-LEGAL COMPLAINTS

- 41.1. In the event of any complaints received by either Party (including but not limited to any and all hospital occurrence and/or adverse event reports) and such complaint is assessed to be of concern in relation to any matter of medical or professional management and/or potential malpractice liability ("Medico-Legal Complaint") attributable to the supply of all Deliverables in this Contract, the following procedure and guidelines shall apply:
- (a) 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 casenotes.
 - (b) the Parties shall adhere to the Company's "Clinical Complaints Management Framework" (where applicable) when dealing with Medico-Legal Complaints.
 - (c) the Parties shall jointly investigate the Medico-Legal Complaint with a view to ensuring prompt and proper collating of adequate information to enable a proper review of the complaint, reporting to insurers, seeking of legal advice and effective handling of the complaint. If necessary, the Company's appointed representative in consultation with the Contractor or his/her nominee shall convene and appoint a panel to review/investigate the complaint. The Panel will comprise the Company's and the Contractor's representatives (in equal numbers) who are not personally involved and not from the department/s involved with the complaint.

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

42. CYBERSECURITY

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

- (a) (i) to the knowledge of the Contractor, there has been no:
 - (A) security breach, or
 - (B) 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 the Contractor or its affiliates, or sold, loaned, licensed, or otherwise made available to the Company by the Contractor or its affiliates (collectively, "**IT Systems and Data**"), and
- (ii) the Contractor and its affiliates have not received any written notice of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach, unauthorised use, access, misappropriation, modification, or other compromise to the IT Systems and Data;
- (b) the Contractor and its affiliates are presently in compliance with all applicable laws and regulations, internal policies and contractual obligations relating to the protection of IT Systems and Data from a security breach or unauthorised use, access, misappropriation, modification or other compromise; and
- (c) the Contractor and its affiliates have implemented backup and disaster recovery technology.

42.2. The Contractor shall provide modifications or enhancements, including updates, fixes, changes or workarounds to the IT Systems and Data, or any part thereof, as and when available, at no additional cost to the Company.

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

42.4. The Plan may require the Contractor or its affiliates to:

- (a) modify the IT Systems and Data (or part thereof) without affecting the capacity and performance of the IT Systems and Data; or
- (b) replace the IT Systems and Data (or part thereof) with other IT Systems and Data of identical capability and performance.

42.5. If the Contractor does not provide the Company with the Plan, if the Company rejects the Plan, if the Contractor does not implement the Plan or the modified Plan expeditiously, or if the Contractor breaches any obligation in this Clause, the Company may immediately terminate this Contract (or part thereof), and the Contractor shall promptly refund to the Company the fees for the IT Systems and Data, without prejudice to any other rights of the Company. The Contractor shall also assist the Company to obtain replacement IT Systems and Data at the Contractor's expense.

42.6. The Contractor shall indemnify the Company and its affiliates, and their respective employees, directors, personnel, contractors and agents against all liabilities, costs, expenses, damages and losses (including but not limited to penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the above arising out of or in connection with:

- (a) any breach of the obligations contained in this Clause; or

- (b) any security breach or unauthorised use, access, misappropriation, modification or other compromise of the IT Systems and Data, to the extent the same arose from an act or omission of the Contractor or its affiliates.

43. VARIATION OF CONTRACT

- 43.1. The provisions of this Contract shall not be varied, except by agreement in writing signed by the duly authorised representatives of both Parties. The Parties agree to dispense with the doctrine of consideration in relation to any such variation of this Contract.
- 43.2. If either Party wishes to vary this Contract, the proposing Party shall submit a copy of the proposed variations to the other Party ("the Receiving Party"), specifying a reasonable period in which the Receiving Party is to provide written notice of acceptance or rejection of the proposal.

44. DISPUTE RESOLUTION

- 44.1. In the event of any dispute or difference arising out of or in connection with or in relation to this Contract, including any question regarding the existence, validity, termination, application or interpretation of this Contract or any of its provisions, both Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties. Both Parties shall always act in good faith and co-operate with each other to resolve any disputes.
- 44.2. Notwithstanding anything in this Contract, if the dispute is not settled in accordance with Clause 44.1 above, no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this clause. Failure to comply with this clause shall be deemed to be a breach of this Contract.
- 44.3. In the event that mediation is unsuccessful, the dispute shall be resolved either by reference to arbitration or by court proceedings as elected by the Company by way of a written notice to the Contractor, which shall state the specific dispute to be resolved and the nature of such dispute.
- 44.4. Any reference to arbitration in Singapore shall be a submission to arbitration within the meaning of the Arbitration Act 2001 for the time being in force in Singapore. Such arbitration shall be conducted in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this clause, except in so far as such Rules conflict with the provisions of this clause, in which event the provisions of this clause will prevail.
- 44.5. The arbitration tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Either Party may propose to the other the name or names of one (1) or more persons, one (1) of whom would serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) Party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority.
- 44.6. The Appointing Authority shall be the Chairman of the SIAC.
- 44.7. The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, either Party or any related corporation (as defined in Section 6 of the Companies Act 1967) of either Party.
- 44.8. Any decision or award of an arbitration tribunal appointed pursuant to this clause will be final and binding on the Parties.
- 44.9. Interest at the annual rate of six per cent (6%) per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitration tribunal may decide until the date of payment to such Party.
- 44.10. The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- 44.11. The application of Part II of the International Arbitration Act 1994, and the Model Law referred to therein, to this Contract is hereby excluded.
- 44.12. For the avoidance of doubt, it is agreed that nothing in this clause shall prevent a Party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties' obligations under this Contract.

45. ASSIGNMENT AND SUBCONTRACTING

45.1. Subject to the other provisions of this Contract, all the terms and conditions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, permitted assigns and successors-in-title except that:-

- (a) the Contractor shall not transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any third party without the prior written consent of the Company, which consent shall not be unreasonably withheld;
- (b) notwithstanding the above, the Company shall have the right to transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any of its Affiliates or to its parent company upon written notice to the Contractor. In the event that such transfer is by way of a novation, the Contractor shall execute any such novation agreement prepared by the Company and presented to the Contractor so as to give effect to the provisions of this Clause 45;
- (c) any permitted assignee or transferee shall agree in writing to comply with all terms and conditions of this Contract; and
- (d) any assignment shall not exceed the existing scope of this Contract.

45.2. In particular, the Contractor may not subcontract the performance of any Services hereunder, without the prior written consent of the Company. In connection with such consent, the Company may require the execution by such subcontractor(s) of an agreement to be prepared by the Company. The Contractor shall remain fully responsible for any its obligations subcontracted, as permitted hereunder, and the Contractor shall be solely responsible for payment due to such subcontractors.

45.3. Approval of any subcontractor by the Company shall not constitute a superseding event or waiver of any right of the Company to reject work that is not in conformance with the standards set forth in this Contract, and does not constitute nor imply authorisation of expenses in excess of the Contract Price.

46. WAIVER

46.1. No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in this Contract shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision of this Contract.

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

47. RELIANCE CLAUSE

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

48. INSOLVENCY

48.1. Save where prohibited by Section 440 of the Insolvency, Restructuring and Dissolution Act 2018 or any applicable law, the Company may at any time by notice in writing summarily determine this Contract or any unperformed balance or this Contract without compensation to the Contractor in any of the following events:

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


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

- 48.2. Any termination under Clause 48.1 above shall discharge the Parties from any liability for further performance of this Contract and the Company shall have the right to be repaid forthwith any sums previously paid under this Contract (whether paid by way of a deposit or otherwise) and to recover from the Contractor the amount of any loss or damage sustained or incurred by the Company as a consequence of such termination.

49. NOTICES

- 49.1. Except as otherwise provided in this Contract, notices which are required to be given in or under this Contract shall be in writing (unless expressly stated otherwise) and sent to the address of the recipient set out in this Contract. All notices may be sent by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the Parties as specified in this Contract or to such other address as the Party may later specify.
- 49.2. Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address and if sent by AR Registered post, two (2) days after posting if posted to an address within Singapore and eight (8) days after posting, if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the Post Office undelivered.

National Healthcare Group Pte Ltd

3 Fusionopolis Link
#03-08, Nexus@one-north
Singapore 138543
Telephone : 6496-6000
Fax : 6496-6870
Email : 

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

50. ENTIRE AGREEMENT

- 50.1. The Parties expressly acknowledge that they have read this Contract and understood its provisions. The Parties agree that this Contract and all Schedules and Annexes annexed to the same constitute the entire agreement between them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to this Contract in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in this Contract has been made to or by the Parties.

- 50.2. There are no assumptions, dependencies, conditions or constraints which would affect the Contractor's performance or compliance with this Contract or otherwise negate any of the provisions in this Contract, unless such assumptions, dependencies, conditions or constraints are specifically set out in this Contract.

51. SEVERABILITY

- 51.1. In the event that any term, condition or provision of this Contract or the application of any such term, condition or provision shall, to any extent, be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this Contract and shall be of no force and effect; whereas the remaining terms and provisions of this Contract shall remain in full force and effect as if such term, condition and provision had not originally been contained in this Contract, unless the severed provisions render the continuing performance of this Contract impossible, or materially change either Party's rights or obligations under this Contract; in which event, such Party may give written notice of its intent to terminate this Contract to the other Party.
- 51.2. Notwithstanding the aforesaid, in the event of such deletion, the Parties hereto shall negotiate in good faith in order to agree to terms of mutually acceptable and satisfactory alternative provisions in place of the provision(s) so deleted.

52. REASONABLENESS

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

53. LANGUAGE

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

54. SURVIVAL CLAUSE

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

55. INDEPENDENT CONTRACTOR / NO PARTNERSHIP

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

56. NO THIRD (3RD) PARTY BENEFICIARIES

- 56.1. Nothing contained in this Contract is intended to confer upon any person (other than the Parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of this Contract under the Contracts (Rights of Third Parties) Act 2001, and no person shall be deemed to be a third (3rd) party beneficiary under or by reason of this Contract.

57. INTELLECTUAL PROPERTY RIGHTS

- 57.1. As between the Company and the Contractor, the Contractor is and shall remain the sole owner of all right, title, and interest in and to the Licensed Software (as defined below), including all upgrades, updates, and error corrections, and to all intellectual property rights embodied therein or related thereto. No rights thereto are granted (whether by implied license or otherwise), to the Company. If the Company or its personnel acquire any right, title, or interest therein, the Company hereby assigns all such right, title and interest to the Contractor. The Contractor hereby reserves any and all rights in and to the Licensed Software that are not expressly granted or otherwise transferred to the Company in this Contract. For the purpose of this Contract, "Licensed Software" refers to any software pre-existing at the date of the commencement of works under this Contract or created other than through performance of this Contract and shall include third (3rd) party software licensed to the Company under this Contract.

- 57.2. Except as otherwise specifically provided in Clause 57.1 above, to the fullest extent permitted under law, all Work shall be the property of the Company. The Contractor hereby irrevocably and exclusively assigns, transfers and conveys to the Company all rights, title and interest of any kind, in and to any and all Work; and the Contractor acknowledges that it shall not retain any proprietary right or interest in the Work.

- 57.3. The Contractor acknowledges that all or part of the Work (except Licensed Software) may be copyrighted, trademarked, or patented solely by the Company. The Contractor shall execute any documents reasonably requested by the Company for the registration of patent and/or copyrights or any other statutory protection in such Work.

58. USE OF NAME

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

59. GOVERNING LAW

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

60. EXECUTION IN COUNTERPARTS

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

61. ELECTRONIC EXECUTION

- 61.1. This Contract and any counterparts may be executed electronically and such electronic version shall be treated as an original.

ANNEX 1 - SUPPLIER CODE OF CONDUCT

NHG expects all its Suppliers to adhere to the highest ethical standards when conducting business with NHG. In this regard, the following words and phrases have the following meanings:

- (a) NHG will include any of its subsidiaries, associated or affiliated companies, corporations, joint ventures and partnerships and any entity directly or indirectly controlling or controlled by or under common control with NHG.
- (b) "Affiliates" means any individual, corporation, association or other business entity which directly or indirectly controls, is controlled by, or is under common control with the Party in question [as used in this definition of "Affiliate", the term "control" means the direct or indirect ownership of more than fifty percent (>50%) of the stock having the right to vote for directors thereof or the ability to otherwise control the management of the corporation or other business entity whether through the ownership of voting securities, by contract, resolution, regulation or otherwise];
- (c) a "Supplier" means any individual or entity including all persons employed (whether full time or part time or in any other way) ("**Employees**") by that supplier as well as their sub-contractors and/or agents and/or service providers appointed by that supplier which supplies/provides goods and services to any member of the NHG. For the avoidance of doubt, "Supplier" includes but is not limited to any contractor as may be engaged from time to time by any member of NHG to supply equipment, labour and/or works, as well as any supplier as may be engaged from time to time by any member of NHG to supply food, amenities and/or other services.

This Code of Conduct ("**Code**") sets out the standards expected of the Supplier. A failure by any Supplier to comply with the Code can result in action taken by the relevant entity in NHG which includes the termination of the contract with the Supplier, disclosure of any legal violation to the appropriate government/regulatory authority and/or the pursuit of any remedy available to that member of NHG.

The Code does not create any binding obligation on NHG and NHG reserves the right to amend the Code from time to time.

1. Compliance with Laws and Policies

NHG expects that its Supplier fully complies with all applicable laws and regulations relevant to the performance of this Contract, including but not limited to the countries (a) where the Supplier's operations are based; and (b) where the goods and/or services are provided to the relevant NHG entity. The Supplier shall also ensure that it shall not cause NHG, its Affiliates and their respective directors, officers, departments, employees, servants and agents to be in breach of any laws, regulations, promulgations, terms and legal obligations for the time being in force.

This includes but is not limited to laws relating to competition, labour and employment, health and safety, environmental, intellectual property, personal data protection, and anti-corruption laws. In addition, the Supplier should accurately maintain its financial and business records in accordance with the applicable laws, as well as generally accepted accounting principles.

Fair competition is to be practiced in accordance with applicable laws and all business activities and commercial decisions that restrict competition or may be deemed to be uncompetitive are to be avoided.

The Supplier shall also comply with any and all policies, guidelines, circulars or notices issued by NHG and the relevant authorities (including but not limited to the Ministry of Health of the Government of Singapore), and to perform its duties or discharge its liabilities in a manner which is consistent with such policies, guidelines, circulars and notices, which may be updated by NHG and the relevant authorities from time to time.

The Supplier agrees to indemnify NHG, its Affiliates and their respective directors, officers, departments, employees, servants and agents, against all penalties and liabilities of every kind for the Supplier's failure to comply with paragraph 1 of this Code.

2. Labour Laws/Regulations

The Supplier shall ensure that all its Employees: -

- (a) meet the minimum legal age for working in Singapore governed by the Employment Act and the Employment Regulations enforced by the Ministry of Manpower;
- (b) are provided with a safe working environment and the Supplier is to take measures to prevent workplace hazards and accidents;

- (c) are not subject to discrimination based on race, political or religious beliefs, gender, age, sexual orientation, disability or for any other reason;
- (d) have salaries, working hours and benefits which are in accordance with the applicable laws; and
- (e) are paid without undue delay.

3. Environmental Protection

NHG is committed to protecting and preserving the environment. The Supplier must ensure compliance with local environmental laws, including but not limited to those pertaining to waste disposal (proper handling of toxic and hazardous waste), air emissions and pollution, and is encouraged to observe best environmental practices in the relevant industry. Suppliers who adopt sustainable business practices would be preferred.

4. Anti-Corruption Practices

The Supplier shall not, and shall ensure that its directors, officers, Employees, servants and agents do not, directly or indirectly offer or give or agree to give to any person any gifts, inducement or reward that may influence business decisions or create the appearance of influencing any business decision whether or not such action shall comprise an offence under the applicable laws including the Penal Code 1871 or the Prevention of Corruption Act 1960.

5. Anti-Retaliation

Employees who reports allegations of harassment/violence or is a witness in the investigation of such allegations shall be protected against any form of reprisal.

6. Compliance with Intellectual Property Rights Law

The Supplier shall not engage in any activities which infringe the intellectual property rights of NHG or any third party. The use of any intellectual property belonging to NHG including trademarks and/or any copyright materials, is strictly prohibited unless written consent/authorisation has been obtained from the authorised representative(s) of NHG. The Supplier is to consult NHG if in doubt as to whether the intellectual property is owned by the NHG.

7. Adherence to NHG Values and Corporate Governance

Where applicable, depending on the type of goods and/or services to be provided by the Supplier to a NHG entity, the Supplier shall ensure that it complies with NHG's values and corporate governance as may be amended from time to time.

The Supplier shall put in place its own policies and management systems to ensure compliance with the Code of Conduct of the Public Healthcare Family which is available at the NHG Human Resource Department. The safety of the Supplier's operations must be ensured through appropriate policies and management systems, implementation and monitoring.

8. Personal Data Protection

If in the course of its contract with the relevant NHG entity, the Supplier has access to and/or collect, use disclose or process personal data of any individuals, the Supplier shall ensure that it complies with the requirements of all applicable personal data protection laws.

9. Mutual Obligations

Both Parties agree to comply with the relevant data protection legislation in respect of all personal data and processing covered by this Contract. In particular:

- a) if a request from an individual exercising any of his/her rights under relevant data protection legislation is received by a Party (i.e. NHG or the Supplier), that Party is responsible for responding to it, and for passing on to the other Party any requirements for future processing of the relevant personal information;
- b) if a Party receives personal information from the other, the Party receiving the personal information shall incorporate it into its own systems promptly and accurately, keep it updated regularly and secure, and process it only for the purposes outlined in this Contract or the regulations of the applicable regulatory authority;
- c) neither Party shall retain the personal information once its purposes are no longer valid;

- d) neither Party shall release personal data of staff to a third (3rd) party without prior approval from the other Party;
- e) any third (3rd) party granted access to personal data, as permitted in paragraph 9(d) above, shall be subject to the terms and conditions of this Contract. Acceptance of these terms must be provided in writing by the third (3rd) party before such personal data will be released.
- f) all electronic data (whether provided by or made by the Receiving Party and each of its Representatives) containing any personal data shall be deleted or removed from the databases of the Receiving Party or each of its Representatives, provided that the Receiving Party shall only be required to use commercially reasonable efforts to delete or remove such personal data stored electronically. The Receiving Party shall then warrant that such undertaking has been unreservedly executed.

10. Society Obligations

In recognising that NHG will likely provide a key set of the personal information of its members and/or staff, the Supplier in turn shall:

- a) provide a data protection statement to its staff;
- b) agree not to disclose or transfer the personal information to a third (3rd) party without the consent of NHG: where any disclosure or transfer is requested outside of Singapore, the Supplier agrees to undertake additional measures as advised by NHG in each individual case;
- c) notify its staff of the personal information it collects or creates that it passes back to NHG for its own purposes;
- d) notify NHG of any complaints or security breaches and subsequently assist NHG as necessary.

11. Confidentiality

Any information of NHG received by the Supplier in the course of providing goods and services that is non-public and proprietary must be protected against loss and infringement. Any form of disclosure or use other than for the permitted purposes must first be authorised by NHG.

12. Disclosure of Conflict of Interest

The Supplier and those acting on their behalf shall remain free from conflict of interests that may adversely influence their business relationship with NHG. Any form of relationship that the Supplier may have with a competitor, distributor, supplier or any other entity with which any NHG entity may have a business relationship must not interfere with the provision of the goods and services to such NHG company.

The Supplier shall disclose any actual, perceived, or potential conflicts of interest promptly to the NHG, and in any event prior to the signing of any agreement with NHG.

13. Misconduct

In general, misconduct may be described as falling into either of 5 broad categories:

- a) Breach of Duty
- b) Breach of Data
- c) Breach of Discipline
- d) Moral Delinquency
- e) Disgrace or Disrepute

Please refer to Annex A for examples of misconduct under each category.

In the event of any incident arising including cases where a supplier staff's conduct may be found unacceptable, detrimental to the public interest, or potentially damaging to the Company's interests and reputation, the supplier shall escalate this to the NHG as soon as possible and work with NHG Management to address the incident within a reasonable timeframe. In such situations, the supplier may be required to replace the staff personnel performing services under the contract.

14. Whistle Blowing Policy

Guiding Principles

NHG is committed to a high standard of compliance with accounting, financial reporting, internal controls, corporate governance and auditing requirements and any legislation relating thereto. NHG is entitled from time to time, through such auditor as may be appointed by NHG ("Audit Agents"), to conduct ad-hoc on-site audits with reasonable notice of at least thirty (30) days, to ensure that the terms of this Code of Conduct are being, or were met and that reports and all information submitted to NHG are accurate, correct and not misleading.

The Supplier shall ensure that the Audit Agents are given full access to all accounts, records, documents, assets and premises in connection with the provision of the goods and services by the Supplier to NHG, and shall provide the Audit Agents with all reasonable cooperation and assistance in connection with the audits.

The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Code of Conduct, unless the audit identifies a material breach or default of this Code of Conduct by the Supplier, in which case the Supplier shall reimburse NHG for all of NHG's reasonable costs incurred in connection with the audit.

In line with this commitment, we aim to provide an avenue for staff and external parties to raise concerns and offer reassurance that they will be protected from reprisals or victimisation for whistle-blowing in good faith.

Operating Guidelines

Whistle-Blower

Some examples of reportable incidents/concerns include the following:

- (a) Fraud/suspect fraud & irregularities;
- (b) Wilful destruction of NHG assets;
- (c) Instigations to engage in acts of subversion;
- (d) Conduct which is an offence or breach of law; and
- (e) Unethical/improper practices or non-compliances in regulatory requirements or NHG's policies.

Should the Supplier's employees, subcontractors and other service providers come to have knowledge of any reportable incidents/concerns, the Supplier's employees, subcontractors and other service providers should report such matter through:

- (a) A whistle-blowing hotline managed by a 3rd party service provider; or
- (b) Organisation HR Head or any other higher authority immediately.

In the event of any incident arising including cases where a Supplier's employee, subcontractor and 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 within a reasonable timeframe. In such situations, the Supplier may be required to replace the staff personnel performing services under this Contract.

15. Staff Grievance Procedure Policy

Guiding Principles

NHG believes that staff who surfaces a grievance or appeal must be accorded access to the proper channels for his/her grievance or appeal to be heard and addressed.

Staff who surfaces a grievance or appeal without malice and follows the proper Staff Grievance Procedure shall be protected against any form of reprisal.

16. Employees, subcontractors and other service providers

The Supplier's employees, subcontractors and other service providers must adhere to the requirements of this Code.

The Supplier shall also ensure that its subcontractors and other service providers are paid properly and promptly to avoid any disruption in the provision of the goods and services by the Supplier to NHG.

SCHEDULE 1
BANKER'S GUARANTEE FORM

ANNEX A

EXAMPLES OF MISCONDUCT

The list is only illustrative and shall not be taken as exhaustive.

Category	Examples of Misconduct
Breach of Duty	<p>1. Non-performance of Job Duties</p> <ul style="list-style-type: none"> • Failure to perform duty • Failure to report on work matters • Failure to follow orders/instructions • Failure to exercise due care (Negligence) • Failure to deliver results, poor work performance (Incompetence) <p>2. Performance of Non-permitted Activities</p> <ul style="list-style-type: none"> • Performing non-job related tasks or personal activities during company time • Unauthorised recording / removal of NHG / institutions' meeting proceedings / minutes • Unauthorised downloading, uploading or publishing of NHG / institutions or patients' information (e.g. downloading of clinical pictures, or publishing patients' photos on Facebook/Twitter/Blog)
Breach of Data	<p>A data breach generally refers to the unauthorised access and retrieval of information that may include corporate and personal data. Possible ways in which a data breach may occur are:</p> <ul style="list-style-type: none"> • Loss of computer notebooks, data storage devices or paper records containing corporate/personal data • Sending corporate/personal data to a wrong e-mail or physical address, or disclosing data to a wrong recipient • Unauthorised access or disclosure of corporate/personal data by employees • Improper disposal of corporate/personal data (e.g. hard disk, storage media or paper documents containing corporate/personal data sold or discarded before data is properly deleted)
Breach of Discipline	<p>1. Absence without Leave</p> <ul style="list-style-type: none"> • Failure to report to work • Absence from workplace • Late coming <p>2. Subversion of Duty</p> <ul style="list-style-type: none"> • Refusal to obey orders/instructions (Insubordination) • Obstruction to others in carrying out work (including work carry out to investigate on discipline / whistle-blowing cases) • Creation of disturbance <p>3. Defiance of Authority</p> <ul style="list-style-type: none"> • Disrespect to superiors (abusive language, insolence, etc) • Defamation or personal attacks or threats

	<p>4. Disruptive/Unprofessional Conduct towards superiors/co-workers/customers</p> <ul style="list-style-type: none"> • Assault, fighting, violence, physical abuse • Quarrelling, rudeness • Non-cooperation with superiors/co-workers • Horse-play at the workplace <p>5. Offensive Behaviour</p> <ul style="list-style-type: none"> • Physical acts that are offensive in nature • Verbal or Written statements that are offensive nature, made in all types of media (in print or electronic medium). "Offensive" includes, but is not limited to racist, sexual, harassing, indecent, intimidating, hateful, etc. <p>6. Participation in Collective Actions</p> <ul style="list-style-type: none"> • Riot, picketing • Concerted disobedience (eg. taking medical leave en-masse, boycott of overtime work, etc)
Moral Delinquency	<p>1. Falsehood</p> <ul style="list-style-type: none"> • Lying or misrepresentation • Non-disclosure of material information • Falsification of records • Fraudulent claims of money/reimbursements • Forgery <p>2. Theft</p> <ul style="list-style-type: none"> • Misappropriation of funds/company assets • Stealing, pilfering from company <p>3. Corruption</p> <ul style="list-style-type: none"> • Bribery • Extortion or solicitation of money for personal gain • Embezzlement of money/assets <p>4. Disloyalty</p> <ul style="list-style-type: none"> • Sabotage • Divulge of confidential information or trade secrets of company • Wilful destruction of company property • Wilful damage of company's reputation or goodwill
Disgrace or Disrepute	<p>1. Disgrace or disrepute of oneself outside work</p> <ul style="list-style-type: none"> • Violation of government laws (criminal offences) • Drug abuse, drunkenness • Loss of credibility
Professional Misconduct	<p>1. Disgrace or disrepute to the professional</p> <ul style="list-style-type: none"> • Bring disrepute to the profession • Intention of advancing own self-interest or professional interest • Wilful intention to smear the reputation of the patient or publicise the medical records

APPENDIX – PROTECTION OF CLASSIFIED INFORMATION

1. **[Name of NHG Institution]** (the “**Company**”) is governed by the regulations, notices, orders, circulars, directives of the Ministry of Health (“**MOH Regulations**”), including such circulars applicable to Classified Information. Without prejudice to and without affecting the generality of any clauses in this Contract that relates to the protection of confidential information and/or personal data, the Contractor agrees to comply with the requirements in this Appendix in relation to the protection of the Classified Information belonging to the Company and/or its Affiliates.

2. For the purpose of this Appendix,
 - a. “**Affiliate(s)**” means any individual, corporation, association or other business entity which directly or indirectly controls, is controlled by, or is under common control with the Company; and the term “control” means the direct or indirect ownership of more than fifty percent (>50%) of the stock having the right to vote for directors thereof or the ability to otherwise control the management of the corporation or other business entity whether through the ownership of voting securities, by contract, resolution, regulation or otherwise;

 - b. “**Classified Information**” means any information belonging to the Company and/or its Affiliates, which is not disclosed to the public domain, received by the Contractor or collected by the Contractor on behalf of the Company and/or its Affiliates pursuant to this Contract. To avoid doubt, “Classified Information” includes confidential information, personal data, and includes without limitation any information/document labelled as “**Confidential**”, “**Restricted**”, “**Non-Sensitive**”, “**Restricted, Sensitive-Normal**”, and/or “**Restricted, Sensitive-High**”.

 - c. “**Contract**” means this agreement or contract entered between the Company and the Contractor.

3. The Contractor shall ensure:
 - a. that the Contractor protects all Classified Information in their possession, under its control or when disclosing to a third party, against loss, unauthorised access, use, modification, disclosure, disposal, misuse or similar risks, whether accidental or intentional, and maintain the privacy, confidentiality, integrity and availability of such Classified Information;

 - b. that upon the completion or termination of this Contract, return to the Company or destroy all Classified Information, including both hard copy and electronic materials, as directed by the Company; and when destroying the Classified Information as directed by the Company, to implement processes to destroy the Classified Information securely;

 - c. that it reports any security weakness or incident that may involve any loss, compromise or suspected compromise of Classified Information;

 - d. that it does not transfer any Classified Information outside Singapore, except when the prior written agreement of the Company is obtained;

 - e. that the following conditions are met when making accessible or disclosing any Classified Information to any of its personnel:
 - i. Such personnel shall have a genuine and legitimate need for access to the Classified Information in order to carry out his-/her job function in support of a legitimate business function in relation to the Contract;

 - ii. Such personnel must be educated on the requirements and the Contractor’s obligations herein this Appendix and NHG Documentation (as defined below) and the importance of maintaining the confidentiality, integrity and availability of data, including briefing on the commensurate data protection requires for handling and safeguarding data;

 - iii. Such personnel must acknowledge the Company’s policy on data protection and data security, and sign a relevant undertaking as may be required by the Company, in a template provided in this Appendix, and the Contractor shall provide the undertakings signed by such personnel, upon request by the Company and during audit as required in this Appendix;

 - iv. Such personnel are security-risk assessed where appropriate or otherwise required by the Company;

- f. that such personnel obtaining or accessing the Classified Information shall:
 - i. safeguard the Company's Classified Information in his/her possession against unauthorised disclosure, and ensure safe custody of the Classified Information under his/her charge and take reasonable precautions in the processing of the Classified Information;
 - ii. having obtained Classified Information from a data source for a particular purpose, use the Classified Information solely for that purpose, and shall not disclose the Classified Information to any third party for any other purpose, without explicit consent from the Company;
 - g. that the Company shall be immediately alerted in writing (with full particulars) of:
 - iii. any unauthorised access, disclosure, data breach, or other breach of any provision in this Appendix and the Contractor undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of these provisions (including providing the Company with such reports or information concerning such steps as and when requested by the Company);
 - iv. any direction, warning, statutory penalty or fine issued by a regulatory authority against the Contractor arising from or in connection with the Contractor's breach of data protection or confidentiality obligations under any applicable law, regulation or guidelines, whether under this Contract or otherwise; and
 - h. it complies with all directives, notices and circulars which the Company may from time to time notify to the Contractor, including without limitation any policies, guidelines, circulars or notices relating to Classified Information ("**NHG Documentation**"), which may be amended, supplemented or updated from time to time in the sole discretion of the Company, and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with the NHG Documentation, and will not cause the Company to be in breach of PDPA and/or the relevant MOH Regulations.
4. For the purposes of this Appendix, the Contractor hereby expressly acknowledges and agrees that:
 - a. it has read the NHG Documentation issued by the Company, and shall read the same as and when issued to the Contractor, and is aware of and will compensate the Company for any and all potential loss and damage caused to the Company arising from or in connection with any breach of the above.
 - b. any unauthorised processing of Classified Information by the Contractor may cause immediate and irreparable harm to the Company for which money damages may not constitute an adequate remedy. In such event, the Contractor agrees that the Company may seek injunctive relief as appropriate.
5. Notwithstanding and further to anything stated elsewhere in this Contract, the Company reserves the right and the Contractor agrees that the Company may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Contractor with the obligations in this Appendix. The Contractor shall, at its own costs, render all reasonable assistance to the Company for the purposes of such audits.
6. To the extent that the Contractor sub-contracts its obligations under this Contract to a sub-contractor, the Contractor agrees and acknowledges that it shall ensure that the sub-contractor comply with the same. Notwithstanding any sub-contracting to a sub-contractor, the Contractor remains fully responsible for compliance of the obligations herein this Appendix.
7. The Contractor shall indemnify the Company and its Affiliates, and their respective employees, directors, personnel, contractors and agents against all liabilities, costs, expenses, damages, claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority and losses (including but not limited to penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the above arising out of or in connection with any breach of the obligations contained in this Appendix.
8. Notwithstanding any provision in this Contract, the Contractor agrees that the Company may amend, update, supplement the provisions in this Appendix, as and when necessary for compliance with the requirements in the MOH Regulations or applicable laws in relation to the Classified Information, by providing the Contractor with written notice and issuing the Contractor with an amended or updated Appendix.
9. In the event of inconsistency or contradiction between the provisions of the main Contract and this Appendix, the provisions in this Appendix shall take precedence.

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

PERSONAL UNDERTAKING: MOHH Group Policy on Data Protection and Data Security

Patient confidentiality is a core value of the MOHH Group of companies (“**the Group**”), which includes [institution name]. Group Information (as defined below) may be disclosed to [name of vendor company] (the “Vendor”) for the purpose of the Vendor rendering services to [institution name]. As an employee, agent or representative of the Vendor who may receive such Group Information, you play an important role in safeguarding the confidentiality of such information which you encounter in the course of your work.

It is important for you to note the following:

WHAT YOU MUST DO & WHAT YOU CANNOT DO

1. You must comply with all applicable laws, statutes, subsidiary legislation, rules, guidelines regarding legal and regulatory compliance from any relevant authority and any contractual obligations that protect the confidentiality of information owned by the Group, information which the Group handles on behalf of another party as an agent, data intermediary or collaborator, personal data (as defined in the Personal Data Protection Act 2012) and de-identified individualised datasets (“**Group Information**”). Group information may include the Group’s internal circulars or policies, MOH’s or other regulatory authorities’ circulars or policies as may be applicable, and legal and financial documents such as contracts and financial statements, research findings, etc. Personal data typically refers to records of patients, staff, contractors and other individuals, such as name, NRIC, health records, income data, etc.. De-identified records of individuals may form part of Group Information under non-disclosure obligations and may also be re-identifiable.
2. You must abide by all governing policies, practices and guidelines issued, amended and supplemented from time to time, by the MOH, MOHH and the MOHH Group entity which you are employed under, appointed, attached or seconded to, or render services to, which include: (i) data and IT security policies set out in the HealthTech Instruction Manual and other directives and circulars; and NHG policies on data protection and data security that may be issued or communicated to you or the Vendor.
3. At any time **during and/or after** your engagement (“**Engagement**”) with us and/or any other entity within the Group (the “**Company**”):--
 - a) you must ensure that the confidentiality of the Group Information is strictly maintained at all times and use the Group Information only for authorised purposes and do not divulge any Group Information to any unauthorised person;
 - b) you must understand that Group Information is made available to you purely to enable you to perform all duties assigned to you by us or the Company (“**Assigned Duties**”);
 - c) you must not access, copy, reproduce or use any Group Information for any unauthorised purpose;
 - d) unless it is in the proper course of the performance of your Assigned Duties and you have proper authorisation to do so, you must not at any time:
 - (i) remove any documents or any other items containing Group Information from any of the Group’s premises;
 - (ii) capture or publish on social media or any public electronic platform, the image or audio of any persons, documents, materials, events, incidents or equipment constituting or containing Group Information or on matters concerning any Group Information (whether conveyed formally or otherwise);
 - (iii) communicate to any external parties and/or organisations (including but not limited to business contacts, media, competitors, external authorities, etc.) on matters concerning any Group Information (whether conveyed formally or otherwise); or
 - (iv) attempt to re-identify, or disclose the method to re-identify the information or material, if you process or are given access to de-identified individualised data.
 - e) at all times, you must be vigilant in the disclosure of Group Information and ensure that the disclosures are authorised and compliant with security safeguards;

- f) you must promptly return all Group Information and ensure no part or copies remain in your possession upon termination or expiration of your Engagement, and/or abide by any direction we may give for its proper disposition;
- g) you must only access IT systems which you have been authorised to access and use to discharge your duties and for no other purpose, and you must not attempt to exceed the access levels given to you;
- h) you must observe and abide by all terms and conditions that relate to the use of our IT systems that you are authorised to use;
- i) after accessing these IT systems and after use, you must log off from your account;
- j) you must not share or reveal any log-in identification or password assigned to you with anyone or allow it to be accessible to anyone;
- k) if you inadvertently receive access to any information not normally received during the course of your Assigned Duties, you must notify your supervisor immediately and comply with their directions; and
- l) you must notify your supervisors immediately if you become aware of any potential or actual breach of confidentiality of Group Information.

WHAT YOU SHOULD KNOW

- 4. A failure to observe the confidentiality of Group Information is a breach of the terms and conditions of the contract between the Vendor and the Company, for which the Vendor may be liable to compensate the Company for the losses incurred.
- 5. A failure to comply with the Group's policies, terms and conditions for the use and access of IT systems, contractual obligations and/or applicable laws, may also render you liable to legal action in the event of a data breach, and termination of access to Group Information.
- 6. In addition, some breaches of confidentiality may also render you liable to criminal prosecution under the applicable laws, statutes and relevant subsidiary legislation.

RESPONSE SLIP

I have read and fully understood the MOHH Group Policy on Data Protection and Data Security. I undertake to ensure full compliance with this Undertaking.

Name:

Signature¹:

NRIC:

Date:

¹ Electronic authentication of person's identity and acceptance of Undertaking is permissible.

DATA BREACH INCIDENT MANAGEMENT AND REPORTING PROCEDURE FOR EXTERNAL PARTIES (NON-MOHH ENTITIES)

This Data Breach Incident Management and Reporting Procedure applies to each contractor/vendor/service provider (the “**Contractor**”) providing goods/services to any entity within the National Healthcare Group (each an “**NHG Entity**”), and will receive or access classified materials belonging to the NHG Entity.

Introduction

1. The Contractor shall report any data breach incident that may involve any loss, compromise, or suspected compromise of the NHG Entity’s classified materials. The Contractor shall ensure that its affiliated companies and contractors/sub-contractors who receives and/or has access to such classified materials comply with the same.
2. The Contractor should ensure that there is a channel of communication and escalation established within their organisation to report any data breach incident to the NHG Entity in a timely and consistent manner. A copy of this data breach incident reporting and escalation procedure including the Data Protection Officer contact details should be provided to the NHG Entity.

Timeline and Reporting Requirements

3. The Contractor shall report to the corresponding representatives of the NHG Entity (as per below table) via email on any data breach incident **immediately** upon knowledge of known or suspected data breach incident.

Data Protection Officer and Procurement Representatives

Institution	DPO	Procurement Representatives
NHG	Mr Darion Chong pdpa@nhg.com.sg	Ms Susanti susanti@alpshealthcare.com.sg Ms Agnes Tiong agnes.tiong.m.m@alpshealthcare.com.sg
TTSH	Dr Jamie Mervyn Lim dps@ttsh.com.sg	Mr Andy Gan andy.gan.k.w@alpshealthcare.com.sg
YH	Ms Yen Tan ktph.pdpa@ktph.com.sg	Ms Jennifer Chan jennifer.chan.c.p@alpshealthcare.com.sg
IMH	Ms Samantha Ong pdpa@imh.com.sg	Ms Janice Chik janice.chik.s.t@alpshealthcare.com.sg
NHGP	Dr Simon Lee feedback@nhgp.com.sg	Ms Luwen Wong luwen.wong.m.c@alpshealthcare.com.sg
WHC	Dr Wong Kirk Chuan whc_pdpa@whc.sg	Ms Ng Choo Choo ng.choo.choo@alpshealthcare.com.sg
NSC	Ms Loo Swee Cheng pr@nsc.com.sg	Mr Koh Tse How koh.tse.how@alpshealthcare.com.sg
GERI	Ms Stephanie Fong geri.pdpa@geri.com.sg	Ms Jennifer Chan jennifer.chan.c.p@alpshealthcare.com.sg

4. The Contractor should ensure strict adherence to the following timeline of reporting the incident to the NHG Entity:

Initial Report	Follow-on and Progress Reports	Full Data Breach Incident Report
Immediately upon knowledge of the incident by email	Every day until closure of incident	Within 10 calendar days from the Initial Report

5. If criminal activity (e.g. hacking, theft or unauthorised system access by an employee) is suspected, a police report should be made and the Contractor has to furnish a copy of the police report to the NHG Entity within 1 week from the Initial Report.
6. The Parties to this Contract should provide a Data Breach Incident Report (Refer to YYMMDD Incident Report Template v1_0 appended) to the NHG Entity, which minimally contains the following information:

- (a) Nature and Location of incident
- (b) Date/Time of the incident reported
- (c) Description of the incident
 - Extent of the damage (i.e. the potential or actual number of records loss, full descriptions of each field in the records, the number of individuals affected)
 - Consequences and adverse impact / effects of the data breach
 - Cause of the incident
 - Actions taken immediately upon notification of incident
 - All corrective and preventive actions taken or to be taken upon completion of the investigation to prevent similar breaches from occurring



YYMMDD Incident
Report Template

Incident Report Template:

- 7. In the event if the NHG Entity assessed that the corrective and preventive actions taken or to be taken by the Contractor are insufficient, the NHG Entity reserves the right to request the Contractor to implement additional controls or actions to mitigate the risks and to prevent similar breaches from occurring.
- 8. The NHG Entity (or its appointed auditor) reserves the right to conduct investigations and audits on the Contractor regarding the corrective and preventive actions taken as stated in the Data Breach Incident Report.