

Dated [●]

**ALPS Pte. Ltd.**

and

***[insert name of the Supplier]***

**MASTER AGREEMENT  
FOR EQUIPMENT LOAN, CONSIGNMENT AND  
SUPPLY OF PRODUCTS**

## TABLE OF CONTENTS

Contents	Page
<b>PART 1 – INTRODUCTION .....</b>	<b>1</b>
1. Definitions & Interpretation .....	1
<b>PART 2 – TERMS OF MASTER AGREEMENT .....</b>	<b>3</b>
2. Term of Master Agreement & Commencement .....	3
3. Contract Structure.....	3
4. Project Managers for the Master Agreement.....	7
5. Certification .....	8
6. Security Deposit .....	8
7. Insurance .....	9
8. Termination of Master Agreement.....	10
9. Effects of Expiry or Termination of Master Agreement .....	12
10. Dispute Resolution.....	13
<b>PART 3 – TERMS OF STATEMENT OF WORK .....</b>	<b>16</b>
11. Interpretation of “ <i>Contracting Company</i> ” references.....	16
12. Terms & Conditions of Clauses 13 through 25 of this Part 3 .....	16
13. Scope of Statement of Work.....	16
14. Supplier’s General Obligations in relation to Statement of Work .....	17
15. Consignment of Products.....	22
16. Use and Purchase of Products.....	29
17. Loan of Equipment.....	31
18. Charges.....	38
19. Taxes .....	39
20. Rights of set-off.....	39
21. Warranties applicable to Statements of Work .....	39
22. Indemnity with respect to Statements of Work .....	43
23. Termination of Statements of Work .....	44
24. Effects of Expiry or Termination of Statement of Work.....	46
25. Force Majeure .....	48

<b>PART 4 – COMMON TERMS .....</b>	<b>50</b>
<b>26. Application of these common terms .....</b>	<b>50</b>
<b>27. Prime Contractor .....</b>	<b>50</b>
<b>28. Supplier’s obligations under each relevant Contract .....</b>	<b>50</b>
<b>29. Warranties applicable under each relevant Contract.....</b>	<b>54</b>
<b>30. Indemnity applicable under each relevant Contract .....</b>	<b>55</b>
<b>31. Losses recoverable from the Supplier.....</b>	<b>57</b>
<b>32. Company Materials.....</b>	<b>57</b>
<b>33. Intellectual Property Rights .....</b>	<b>57</b>
<b>34. Confidentiality .....</b>	<b>58</b>
<b>35. Miscellaneous.....</b>	<b>59</b>
<b>36. Medico-Legal Complaints .....</b>	<b>66</b>
<b>Schedule 1 Definitions and Key Definitions.....</b>	<b>68</b>
<b>Schedule 2 Statements of Work.....</b>	<b>76</b>
<b>Schedule 3 Master Products and Master Equipment .....</b>	<b>77</b>
<b>Schedule 4 Companies .....</b>	<b>79</b>
<b>Schedule 5 Company-Specific Terms.....</b>	<b>82</b>
<b>Schedule 6 Form of Statement of Work.....</b>	<b>83</b>
<b>Schedule 7 Personal Data .....</b>	<b>87</b>
<b>Schedule 8 HIM-ICT (Security Document).....</b>	<b>90</b>
<b>Schedule 9 Form of Banker’s Bond.....</b>	<b>91</b>

**This Master Agreement is made on [●] between:**

- (1) **ALPS Pte. Ltd.** (Company Registration No: 201805065E), a corporation incorporated in Singapore and having its registered address at 10 Hospital Boulevard #19-01 Outram Community Hospital Singapore 168582 ("**ALPS**"); and
- (2) **[insert name of the Supplier]** (Company Registration No: [insert]), a corporation incorporated in Singapore and having its registered address at [insert address] ("**the Supplier**").

**Whereas:**

- (A) The Supplier is in the business of supply and delivery of the Master Products and Master Equipment (defined below) and the provision of related services.
- (B) ALPS has appointed the Supplier to consign, sell, supply and deliver, and the Supplier has agreed to consign, sell, supply and deliver, the requisite Master Products to the relevant Companies (defined below) on the terms and conditions set out in the Master Agreement and the relevant Statements of Work (defined below).
- (C) ALPS has appointed the Supplier to loan the Master Equipment [for the purposes of testing Products or otherwise for use in connection with consigned or purchased Products], and the Supplier agrees to loan, supply and deliver, the Master Equipment to the relevant Companies (defined below) on the terms and conditions set out in the Master Agreement and the relevant Statements of Work (defined below).

**It is agreed** as follows:

## **PART 1 – INTRODUCTION**

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### **1. Definitions & Interpretation**

- 1.1 Definitions:** Defined terms used in (i) the Master Agreement and the Schedules; and (ii) the Statements of Work, have the meanings referenced in Part 1 of Schedule 1 unless otherwise defined.
- 1.2 Interpretation & References:** In each relevant Contract: (i) references to a Clause or Schedule, or any other agreement or document in such relevant Contract shall be deemed to refer to the clause or schedule of such relevant Contract, or such other agreement or document, as may be amended, modified or supplemented from time to time, and will include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms, unless otherwise expressly provided; (ii) references to Parts and Sections shall be deemed to refer to the parts and sections of the relevant Schedule; (iii) clause headings are inserted for convenience of reference only and shall not be deemed to be part of such relevant Contract or be taken in consideration in the interpretation or construction of such relevant Contract; (iv) words importing the singular only shall also include the plural and *vice versa* where the context requires; (v) whenever the words "*include*", "*includes*" or "*including*" are used in such relevant

Contract, they will be deemed to be followed by the words “*without limitation*”; (vi) unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “*month*” or “*monthly*” as well as all references to a number of months means calendar months; (vii) an expression importing a natural person shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental body (notwithstanding that “*person*” may be sometimes used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, as the case may be, and pronouns shall have a similarly extended meaning. References to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established; (viii) any reference to any party will be construed as a reference to such party’s successors and permitted assigns. Any reference to the Ministry of Health or the Health Sciences Authority is a reference respectively to the Ministry of Health and the Health Sciences Authority of Singapore or their successors or assigns; (ix) “*may*” means has the right, but not the obligation to do something and “*may not*” means does not have the right to do something; (x) “*will*” and “*shall*” are expressions of command, not merely expressions of future intent or expectation; (xi) “*written*” or “*in writing*” is used for emphasis in certain circumstances, but that will not derogate from the general application of the notice requirements set forth in Clause 35.1 in those and other circumstances; (xii) any pronoun shall include the corresponding masculine, feminine and neuter forms; (xiii) unless the context otherwise requires, any definition or reference to any instrument, statute or statutory provision shall be construed as referring to such instrument, statute or statutory provision as from time to time amended, supplemented, extended, consolidated or replaced and subject to any restrictions on such amendments, supplements, extensions, consolidations or replacements and any orders, regulations, instruments or other subordinate legislation made thereunder except to the extent that such amendment would otherwise create or increase any liability of any party; (xiv) the words “*herein*”, “*hereof*” and “*hereunder*” and words of similar import shall be construed to refer to such relevant Contract in its entirety and not to any particular provision hereof; (xv) dates and times are to Singapore time; (xvi) in relation to a Product: the words “*to be consigned*” means such Product has neither been delivered to the Contracting Company pursuant to Clause 15 nor has been the subject of a Purchase Event, the word “*consigned*” means such Product has been delivered to the Contracting Company pursuant to Clause 15 and forms part of Stock Quantity, but has not been the subject of a Purchase Event, the word “*purchased*” means such Product has been delivered to the Contracting Company pursuant to Clause 15, has been the subject of a Purchase Event and no longer forms part of Stock Quantity, and (xvii) for the avoidance of doubt, terms in Schedule 1 which are defined with respect to such relevant Contract shall all refer to the same contract, unless otherwise indicated.

- 1.3** Except as otherwise set forth in the body of the relevant Contract or in any Schedules, Attachments, or Appendices, in the event of a conflict or inconsistency in or between any provisions of such relevant Contract set out below, the provisions will be applied in the following order of precedence with the provisions higher in the order of precedence prevailing over the provisions in the lower order of precedence:

- 1.3.1 the provisions in the body of such relevant Contract;
  - 1.3.2 the provisions in the Schedules of such relevant Contract;
  - 1.3.3 the provisions in any Appendices to the Schedules of such relevant Contract; and
  - 1.3.4 the provisions in any other document referred to in such relevant Contract.
- 1.4 In the event of any inconsistency between the Master Agreement and a Statement of Work, the Master Agreement shall prevail unless and to the extent that the Statement of Work specifically provides that it is to take precedence over the Master Agreement and/or Schedules or Appendices thereto, and cross references the affected provisions of the Master Agreement.
- 1.5 No provision of the relevant Contract will be construed adversely to a party solely on the ground that the party was responsible for the preparation of such relevant Contract or that provision.

## **PART 2 – TERMS OF MASTER AGREEMENT**

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### **2. Term of Master Agreement & Commencement**

- 2.1 Unless sooner terminated in accordance with the terms of this Master Agreement, this Master Agreement shall take effect from Effective Date and continue for the Initial Term. Prior to the expiry of the Initial Term, ALPS shall have the option to extend the term of this Master Agreement on the prevailing terms and conditions for an additional Extended Term from the expiry of the Initial Term.
- 2.2 **Conditions Precedent:** All and any of ALPS' agreement, obligations and undertakings under this Master Agreement are conditional upon the satisfaction of the conditions set out in Part 2b of Schedule 1. This Master Agreement may be rescinded at the option of ALPS should the Supplier not fulfil any of such conditions to ALPS' satisfaction.

### **3. Contract Structure**

- 3.1 This Master Agreement sets out the following:
- 3.1.1 the framework terms and conditions which govern the Supplier's consignment, sale or loan (as the case may be), supply and delivery of Deliverables to the relevant Contracting Company under a Statement of Work;
  - 3.1.2 The Supplier's undertakings, warranties and representations to the Company Group in respect of:
    - (i) the consignment, sale or loan (as the case may be), supply and delivery of Deliverables by the Supplier; and

- (ii) general duties, obligations and responsibilities that the Supplier has assumed in relation to the Company Group; and
- 3.1.3 terms and conditions common to both sets of contracting parties (where the first (1<sup>st</sup>) set of contracting parties is ALPS and the Supplier, and the second (2<sup>nd</sup>) set of contracting parties is the Contracting Company and the Supplier).

## 3.2 Implementation of Master Agreement

- 3.2.1 Any of the Companies may at any time and from time to time during the term of this Master Agreement, require the Supplier to consign, sell or loan (as the case may be), manufacture (where applicable), supply and deliver selected products and quantities of the Master Products and/or Master Equipment by issuing a Statement of Work in the form set out in Schedule 6 ("**Form of Statement of Work**") which:
  - (i) sets out the particulars of such products or equipment and quantities to be consigned, sold or loaned (as the case may be), manufactured (where applicable), supplied and delivered and such other relevant particulars envisaged in the Form of Statement of Work;
  - (ii) the pricing for the selected products and quantities of the Master Products shall be based on unit prices, subject to any applicable discounts, as set out in Part 1 of Schedule 3; and
  - (iii) the loan pricing for the selected products and quantities of the Master Equipment shall be based on unit prices, subject to any applicable discounts, as set out in Part 2 of Schedule 3;
  - (iv) pricing for Other Costs shall be subject to the terms, requirements or guidelines set out in Schedule 5 for the relevant Company.
- 3.2.2 the Supplier acknowledges that this Master Agreement does not oblige any Company to issue any statement of work, enter into a Statement of Work with the Supplier, or to purchase any Master Products or loan any Master Equipment or obtain any services from the Supplier.
- 3.2.3 **All Statements of Work issued by Company must be accepted by the Supplier:**  
The Supplier must accept all Statements of Work issued by such Company to the Supplier in accordance with Clause 3.2.1 above and the Supplier hereby agrees that it shall be bound to the terms of each of such statements of work. Each such statements of work shall be deemed to be a separate agreement between the Supplier and such Company in terms described under Clause 3.3.2 below, that comes into effect and is valid and enforceable as of the "*Statement of Work Date*" (as defined in such statement of work). Strictly as an administrative matter, the Supplier undertakes to sign and return such issued Statement of Work promptly upon receipt of such statement of work. Any changes, variations or other amendments made by

the Supplier to the terms listed in such issued statement of work shall be subject to such Company's written acceptance.

- 3.2.4 ALPS may issue Statements of Work on behalf of Company:** References to statements of work issued by any Company under this Clause 3.2 shall be deemed to include references to statements of work issued by ALPS on behalf of such Company.

**3.3** Each Statement of Work:

- 3.3.1** sets forth the Deliverables which the Supplier shall consign, sell or loan (as the case may be), supply and deliver to the Contracting Company in consideration of the undertaking by the Contracting Company to pay Charges;
- 3.3.2** is a separate agreement between the Supplier and the Contracting Company, incorporating the terms of the Master Agreement (as may be amended from time to time), and pursuant to which the relevant Contracting Company and the Supplier shall agree to and be bound by the terms of the Master Agreement, subject to the following:
- (i) references to "*the Contracting Company*" in the Master Agreement, shall be read, for the purposes of each Statement of Work, as references to the applicable Contracting Company that had entered into the Statement of Work in question;
  - (ii) such modifications or additions to the terms of the Master Agreement as may be specified in Schedule 5 for the relevant Company, and Part (13) of such Statement of Work, that reflect the unique requirements of such Company with respect to the consignment, sale or loan (as the case may be), supply and delivery of Deliverables under the relevant Statement of Work; and
  - (iii) all amendments to the Master Agreement, when executed by the Parties, shall be deemed to be immediately incorporated into each Statement of Work.

- 3.4** The first (1<sup>st</sup>) Statement of Work issued under the Master Agreement shall be attached as Schedule 2-1 of the Master Agreement and as additional Statement of Work are issued, these will be added to the Master Agreement as additional Statement of Work, each to be attached as Schedule 2-X, where "X" is a numerical designator added (for example, Schedule 2-2, Schedule 2-3 and etc.).

- 3.5** Each Statement of Work constitutes a separate binding contract between the Supplier and such Company (and no other party), for the consignment, sale or loan (as the case may be), supply and delivery of Deliverables and provision of services identified under such Statement of Work and all other subject matter set out in such Statement of Work, in accordance with the terms of the Master Agreement and the relevant Statement of Work. For the avoidance of doubt, a Company will not incur any liability for any Statement of Work entered into between any other Company and the Supplier.



### 3.6 Variations to the Master Products, Master Equipment and Companies

**3.6.1 ALPS' Request or Notice to Amend:** From time to time, ALPS may by notice in writing to the Supplier:

- (i) **Notice to amend Companies:** amend the list of Companies, in which case such entity shall be deemed amended, inserted or removed from "*Companies*" from the date of such notice; and/or
- (ii) **Request to add or amend the Master Products or Master Equipment (including pricing):** request to expand the list of the Master Products or Master Equipment with certain new products, equipment or product or equipment categories, or amend the Master Products or Master Equipment or the pricing and other particulars of the Master Products or Master Equipment set out in Schedule 3, in which case the Supplier shall submit to ALPS a proposal for the supply and delivery of such new products, equipment or product or equipment categories or for the requisite amendments, and the relevant products, equipment or product or equipment categories shall be deemed part of "*Master Products*" or "*Master Equipment*" (as the case may be) or amended accordingly from the date of ALPS' written acceptance of such proposal.

**3.6.2 The Supplier's Request to Amend the Master Products or Master Equipment:** From time to time, the Supplier may by notice in writing to ALPS, request to amend the Master Products or Master Equipment, in which case such product or equipment shall only be deemed amended, inserted or removed from "*Master Products*" or "*Master Equipment*" (as the case may be) from the date of ALPS' written approval. In the event where approved amendments would affect any Statements of Works then in place, ALPS shall have the right (but not the obligation) to terminate on behalf of the Contracting Company in whole, by notice to the Supplier, the relevant Statement(s) of Works then in place pursuant to this Master Agreement.

**3.6.3 Improvements of the Master Products and Master Equipment**

- (i) The Supplier shall from time to time provide ALPS with information (whether on the market or from the Supplier) on relevant research and development, technological or other medical advancements or breakthroughs and/or upgraded or improved products or equipment which are relevant or related to the Master Products, Master Equipment, or their uses or intended uses.
- (ii) In the event that upgraded or improved versions of the Master Products or Master Equipment become available on the market, the specifications of such Master Products or Master Equipment in Schedule 3 (as the case may be) shall be replaced with the specifications of such upgraded or improved versions upon written notice by ALPS and Schedule 3 shall be deemed accordingly modified. The requirements of the modified Schedule 3 will apply to such Master Products and Master Equipment to be delivered after the date

of such written notice [or such other date as may be specified in the written notice] in accordance with the terms of this Master Agreement. For the avoidance of doubt, pricing for such Master Products or Master Equipment (as the case may be) shall not be affected by modifications pursuant to this Clause (ii).

#### **3.6.4 Changes affecting production of the Master Products or Master Equipment**

- (i) The Supplier shall keep ALPS fully informed of any development which would affect the production of any of the Master Products or Master Equipment.
- (ii) The Supplier shall seek approval from ALPS in writing before any proposed change to the Master Products or Master Equipment, or any materials, processes or location of manufacture that may affect the quality, performance or reliability of the Master Products or Master Equipment to be consigned, sold or loaned (as the case may be), supplied or delivered under this Master Agreement, or that requires any modification to the design and functional specifications for the Master Products or Master Equipment. At ALPS' request, the Supplier shall provide samples of such products or equipment with the proposed change(s).
- (iii) If the Supplier fails to obtain approval from ALPS for any change proposed pursuant to this Clause 3.6.4, ALPS may in its sole discretion and/or remove such Master Products or Master Equipment from Schedule 3 forthwith upon written notice to the Supplier. Such proposed change(s) shall only be deemed to apply to the Master Products or Master Equipment from the date of ALPS' written approval.
- (iv) In the event of any changes to the Master Products or Master Equipment pursuant to Clause 3.6.4(iii), ALPS shall have the right (but not the obligation), to terminate on behalf of the Contracting Company, the relevant Statement(s) of Work then in place pursuant to this Master Agreement in whole, by notice to the Supplier, where such Statement(s) of Work are affected by such changes.
- (v) The Supplier shall be liable for all Losses and damages that the Company Group may suffer if the Supplier does not comply with the requirements of this Clause 3.6.4.

**3.7 Each Company to take benefit under Clause 3:** The Parties agree that: (i) the terms and conditions of this Clause 3 of the Master Agreement confer rights on each Company in respect of the Supplier and are for the benefit of each Company; (ii) all rights, benefits, and interests granted or promised to "ALPS" under this Clause 3 are for the benefit of each Company; and (iii) ALPS and each Company shall be entitled to enforce the terms and conditions of this Clause 3 of the Master Agreement against the Supplier.

#### **4. Project Managers for the Master Agreement**

**4.1** ALPS and the Supplier will each appoint a Project Manager to manage this Master Agreement. ALPS will have the opportunity to consider and approve, in its absolute discretion, the relevant individual nominated by the Supplier and any proposed replacement thereafter from time to time.

**4.2** The Project Managers will participate in a conference call or meeting (as determined by ALPS) held at least on a **[quarterly]** basis (or on a more frequent basis if required by ALPS) to discuss matters relating to this Master Agreement, the consignment, sale or loan (as the case may be), supply and delivery of Deliverables under any Statement of Work and other agenda items raised by ALPS. ALPS will, upon reasonable circumstances, be entitled to request further meetings to discuss matters relating to the operation of this Master Agreement and any Statement of Work.

## **5. Certification**

**5.1** The Supplier warrants that it has all of the certifications set out in Part 2e of Schedule 1, or equivalent certifications, and that it will maintain such certifications during the term of this Master Agreement. The Supplier shall provide evidence of such certification to ALPS upon ALPS' written request at any time during the term of this Master Agreement.

## **6. Security Deposit**

**6.1** The Supplier shall prior to the commencement of this Master Agreement, lodge with ALPS, a security deposit of an amount equivalent to **[state amount]** (such security deposit to be referred to as the "**Security Deposit**", and such amount to be referred to as the "**Bond Amount**") as security for the due, faithful and complete performance of this Master Agreement and all Statements of Work and the observance by the Supplier of all stipulations, terms, conditions and obligations on its part to be observed or performed. ALPS reserves the right to increase the aforementioned amount if ALPS, in its sole opinion, deems it to be necessary in connection with any actual or potential increase in the overall procurement value by Company Group.

**6.2** The Security Deposit shall either be in the form of cash, or, in lieu of cash, Giro, or an unconditional Banker's Bond (in the form as prescribed in Schedule 9 from a reputable bank established in Singapore and duly approved by ALPS (such bank to be referred to as "**Bank**")) which shall be kept valid and enforceable, and shall not expire until the earliest of:

**6.2.1** the Bank receiving notification from ALPS that the Bond Amount has been recovered by ALPS in full in accordance with this Master Agreement;

**6.2.2** the Bank having made payment under the Banker's Bond for the full Bond Amount;  
or

**6.2.3** **[one (1) year]** from the date of issuance or such other validity period as ALPS may specify, provided always that the expiry date of the Banker's Bond and the Bank's liability thereunder shall be automatically extended for successive periods of ninety (90) days (the last day of which shall be known as the "**Expiry Date**"), unless the Bank gives ALPS at least three (3) months' notice in writing to ALPS prior to the Expiry Date

of the Bank's intention not to extend the expiry date of the Banker's Bond in respect of any future extension, and provided further that ALPS shall be entitled, upon receiving such notice of the Bank's intention, to:

- (i) make a demand under the Banker's Bond; or
- (ii) direct the Bank to extend the validity of the Banker's Bond for a further period not exceeding three (3) months (and the Banker's Bond shall then expire at the end of such further period).

The cost of obtaining such a Banker's Bond shall be borne by the Supplier.

- 6.3** Any breach of Clause 6.1 or Clause 6.2 by the Supplier shall be deemed a breach of a material term which shall entitle ALPS to terminate this Master Agreement pursuant to Clause 8.2.
- 6.4** In the event the Banker's Bond is likely to or may expire at any time before the Expiry Date for whatever reason, the Supplier shall without demand, secure a renewal thereof or obtain a fresh Banker's Bond for the same amount and on the same terms as the expiring Banker's Bond and deposit the same with ALPS. If such renewal or fresh Banker's Bond is not deposited with ALPS [fifteen (15) days] before the expiry date of the expiring Banker's Bond, ALPS shall have the right to call upon the Bank to pay the sum stated therein.
- 6.5** The Security Deposit, subject to such deduction as may be made therefrom by ALPS, shall be released within three (3) months after the Expiry Date.
- 6.6** ALPS' rights under this Clause 6 shall be without prejudice to any other rights and remedies available to ALPS at law or under this Master Agreement.
- 6.7** The Supplier acknowledges and agrees that the Banker's Bond is payable on demand and unconditionally. In the event of any demand being made by ALPS on the Banker's Bond, the Supplier agrees to refrain from (a) disputing the legality or right of ALPS to receive payment from the Bank; (b) preventing or impeding payment by the Bank to ALPS under the Banker's Bond; and (c) applying for any injunctive relief in respect of (a) or (b).
- 6.8** If, at any time, the Security Deposit falls below the amount stipulated in Clause 6.1 by virtue of deduction by ALPS in accordance with Clause 6.7, or such amount stipulated in Clause 6.1 is increased by ALPS in connection with actual or potential increase in the overall procurement value by Company Group, the Supplier shall, within [fourteen (14) days] on demand by or on behalf of ALPS, top up the Security Deposit by paying the amount of the shortfall or furnishing an on-demand Banker's Bond on terms acceptable to ALPS for the same.

## **7. Insurance**

- 7.1** The Supplier shall at its own cost and expense, be insured in respect of potential liability, loss or damage arising at common law or under any statute in respect of claims (including third party claims) for at least the following: (i) property damage (including loss or damage to Products to be consigned or which have been consigned, Equipment loaned to any Company

and/or to the property of any Company, and for loss or damage suffered or incurred by any Company by all risks and perils, including fire, explosions, electrical damage, water damage), (ii) personal injury or death, (iii) product liability, (iv) public liability, (v) professional indemnity and (vi) the Supplier's liability as an employer in respect of claims by any and every workman or employee whether such liability arises from Work Injury Compensation Act or otherwise, and (vii) liabilities to third parties arising from the Supplier's performance or non-performance of its obligations under this Master Agreement, relevant to the performance of the Supplier's obligations pursuant to this Master Agreement and all Statements of Work, and to maintain such insurance for the term of this Master Agreement, and for a period of **three (3)** years thereafter.

- 7.2** The Supplier shall ensure that the insurance coverage above will be primary, and all coverage will be non-contributing with respect to any other insurance or self-insurance which may be maintained by the Company Group. the Supplier will ensure that all coverage will include a waiver of subrogation in favour of the Company Group and a waiver of any insured-versus-insured exclusion regarding any relevant Company.
- 7.3** The Supplier shall cause the insurance policies stipulated in this Clause 7 to contain a "Severability of Interests" (Cross Liability) clause which states that, in the event of one (1) insured party incurring liability to any of the other insured parties, the insurance shall apply for the benefit of the party against whom the claim is or may be made in the same manner as if separate policies had been issued to each party.
- 7.4** The Supplier shall produce evidence on demand, to the satisfaction of ALPS of the insurance effected and maintained in accordance with this Clause 7. If the Supplier shall fail to effect and keep in force the insurances required under this Clause 7, ALPS may, without prejudice to any other remedies available to ALPS for breach of any terms of this Master Agreement:
- 7.4.1** effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid (plus interest) by ALPS as aforesaid from any monies due or which may become due from ALPS to the Supplier or recover the same as debt due from the Supplier; and/or
- 7.4.2** withhold all payments which would otherwise be due to the Supplier under this Master Agreement and all Statements of Work 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 Supplier not made default in maintaining the required policies of insurance.
- 7.5** The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Master Agreement and all Statements of Work. ALPS may recover from the Supplier on a full indemnity basis any shortfall in the amount of money not recovered by ALPS from the insurance policies taken out by the Supplier, as debt due from the Supplier.

## **8. Termination of Master Agreement**

**8.1** Notwithstanding anything else contained herein, either Party ("**non-defaulting Party**") may terminate this Master Agreement immediately by notice in writing to the other Party ("**defaulting Party**") at any time upon or after the occurrence of any of the following events:

**8.1.1** the defaulting Party: (i) has any attachment, distress or execution levied on or against all or any part of its property and such is not satisfied within thirty (30) days from last date of such levy; (ii) ceases or threatens to cease to carry on its business; (iii) is determined or adjudicated to be insolvent or bankrupt by a court or competent authority;

**8.1.2** any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) any suspension of payments, moratorium of any indebtedness, administration, judicial management, scheme of arrangement, provisional or final supervision, composition, compromise, assignment, reorganisation, readjustment or arrangement of the defaulting Party's business, debts, affairs or any part thereof under any applicable laws relating to bankruptcy or insolvency;

(ii) the appointment of a liquidator, receiver or manager, administrator, judicial manager, scheme manager, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of all or any part of the defaulting Party's assets or undertakings; or

(iii) the institution of any proceeding for the liquidation, winding up, striking off or dissolution of the defaulting Party's business; or

**8.1.3** the defaulting Party is the subject of any event or circumstance in any relevant jurisdiction which is similar to the matters set out in 8.1.1 to 8.1.2 above.

**8.2** **Termination for cause of Master Agreement:** Without prejudice to any other rights ALPS may have under this Master Agreement or at law, ALPS may terminate this Master Agreement immediately by notice in writing if:

**8.2.1** the Supplier commits a material breach of any term of this Master Agreement and such breach is not capable of being remedied, or in the case of a material breach capable of being remedied, the Supplier fails, within thirty (30) days after the receipt of a request in writing from ALPS to remedy such breach. The Supplier shall have no claims whatsoever against ALPS in respect of such termination;

**8.2.2** the Supplier is unable, is deemed for the purposes of any applicable law to be unable, or admits its inability, to pay its debts as they fall due, or is considered by ALPS in its reasonable opinion to be in an adverse financial situation or is otherwise unable to fulfil its obligations under this Master Agreement;

- 8.2.3 the Supplier and/or any the Supplier Personnel commits any breach of any applicable Legal Requirements, including any data protection or privacy laws in any relevant jurisdiction and any workplace safety laws, regulations and codes;
- 8.2.4 the Supplier's ability to carry out its obligations under this Master Agreement is prevented or substantially interfered with by any Legal Requirements; or
- 8.2.5 the Supplier is refused or has revoked any official or regulatory licence, authorisation or permission necessary for the performance of its obligations thereunder.

**8.3 Without cause termination of Master Agreement:** Without prejudice to any other rights ALPS may have under this Master Agreement or at law, ALPS may terminate this Master Agreement without cause, at any time, by giving at least thirty (30) days' written notice to the Supplier, and ALPS shall not be liable for any Losses suffered or incurred by the Supplier arising from any such termination, or to compensate the Supplier for any period of the Initial Term or Extended Term of this Master Agreement.

## **9. Effects of Expiry or Termination of Master Agreement**

- 9.1 In the event that this Master Agreement expires or is terminated (howsoever occasioned or for whatever reason), ALPS shall have the right (but not the obligation) to similarly terminate on behalf of the Contracting Company, the relevant Statement(s) of Work then in place pursuant to this Master Agreement in whole, by notice to the Supplier, on the same grounds.
- 9.2 Any expiry or termination of this Master Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination, nor shall it affect any Statement(s) of Work then in place that are not terminated in accordance with Clause 9.1. All Clauses and Paragraphs of this Master Agreement (including the Schedules) so intended to apply to any such Statement(s) of Work not terminated shall survive such expiry or termination of this Master Agreement until the expiry or termination of the last of such Statement(s) of Work.
- 9.3 In the event of termination of this Master Agreement under Clause 8.2, the following shall apply, without prejudice to any other rights or remedies which shall have accrued or shall thereafter accrue to ALPS as a result of the termination for the Supplier's breach of this Master Agreement, ALPS shall be entitled to recover from the Supplier any damages, losses, costs and expenses which ALPS may sustain or incur in consequence of such termination.
- 9.4 Upon the expiry or termination of this Master Agreement, the Supplier shall immediately:
  - 9.4.1 within [fourteen (14) days] deliver up, at the Supplier's own cost and expense, to ALPS all Company Materials and shall certify to ALPS that no copies thereof have been retained; and

**9.4.2** return to ALPS all documents and materials (and any copies) containing, reflecting, incorporating or based on Confidential Information; erase all Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties; and confirm in writing to ALPS that it has complied with the requirements of Clause 34.

**9.5** Both Parties agree that ALPS shall not be required to make payment of any fees, sums or charges in the event of expiry or termination of this Master Agreement other than as may expressly be provided in this Master Agreement. Both Parties agree that, save as expressly provided, the exercise by either Party of its right to terminate this Master Agreement as provided under the terms and conditions of this Master Agreement shall not entitle the other Party to any damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such expiry or termination.

## **10. Dispute Resolution**

**10.1 Informal Resolution:** Subject always to Clause 10.2, in the event of any dispute, controversy or claim arising out of or in connection with this Master Agreement or any Statement(s) of Work ("**Dispute**"):

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

**10.1.2** each Party shall send [**two** (2)] representatives to attend the Resolution Meeting, which representatives shall be fully empowered and authorised to compromise and/or resolve such Dispute; and

**10.1.3** if such Dispute is not resolved by the end of the Resolution Period, then ALPS may elect to resolve the Dispute by commencing an action in court or reference to arbitration at any time pursuant to Clause 10.3.1 below.

**10.2** Notwithstanding the commencement, referral to or use of the informal dispute resolution process by any Party pursuant to Clause 10.1 above, ALPS may elect to resolve the Dispute by commencing an action in court or reference to arbitration at any time pursuant to Clause 10.3.1 below.

### **10.3 Election of Arbitration or Courts**

**10.3.1** Any Dispute, including any question regarding the existence, validity, breach or termination of this Master Agreement, shall be resolved either (a) by reference to arbitration in Singapore administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC ("**SIAC Rules**") for the time being in force which rules are deemed to be incorporated by reference in this Clause, subject to Clause 10.4 below; or (b) by court proceedings in Singapore,



as elected by ALPS. Save as provided in Clause 10.5 and Clause 10.6, neither Party may commence any action in any court in relation to any Dispute before ALPS has made an election that disputes shall be resolved by court proceedings pursuant to this Clause. The election by ALPS to resolve a Dispute by arbitration shall be a condition precedent to any arbitration under this Master Agreement, except any arbitration pursuant to Clause 10.3.5.

**10.3.2** Subject to Clause 10.3.1 above, the Parties hereby submit to the exclusive jurisdiction of the courts of Singapore.

**10.3.3** In the event of any Dispute, the Supplier may issue a written notice to ALPS which shall:

- (i) state the specific dispute or difference to be resolved and the nature of such dispute or difference; and
- (ii) include a request that ALPS makes an election whether the dispute or difference as stated shall be resolved by reference to arbitration or by court proceedings.

**10.3.4** In the event of any Dispute, ALPS may make the election described in Clause 10.3.1:

- (i) on its own accord by written notice to the Supplier; or
- (ii) within [sixty (60) days] of the receipt of the Supplier's written notice referred to in Clause 10.3.3. ALPS may elect to refer to arbitration all or any part of the Dispute as stated by the Supplier in its written notice.

**10.3.5** Should ALPS fail to make the election within [sixty (60) days] of the receipt of the written notice by the Supplier, the Dispute shall be referred to and finally resolved by arbitration in Singapore in the English language administered by the SIAC in accordance with SIAC Rules for the time being in force which rules are deemed to be incorporated by reference into this Clause, subject to Clause 10.4 below.

**10.4** The following provisions shall apply in the event of any arbitration:

**10.4.1** the Parties hereby agree that the arbitral tribunal shall consist of one (1) arbitrator to be agreed upon between the Parties and 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 Chairman of SIAC. The language of the arbitration shall be English;

**10.4.2** the Supplier hereby agrees and covenants not to challenge or dispute the applicability or enforceability of any order, injunction, judgment or other action taken by any arbitral award or any court having jurisdiction, regardless of the location where such application, enforcement or award is sought and any such relief granted would be

considered conclusive and binding between the Parties. In the event that the Supplier does challenge or dispute such applicability or enforceability, the Supplier shall reimburse all costs and expenses incurred by ALPS, including solicitor/attorneys' fees, incurred by ALPS in responding to such challenge or dispute; and

**10.4.3** the Parties agree to keep confidential to themselves and to their legal and professional advisers the existence and details of any arbitration proceedings pursuant to this Clause 10, including the Parties' submissions and evidence and all and any awards or judgments save to the extent that such documents or information are in the public domain or their disclosure is required by law or is reasonably necessary to protect or pursue a legal right or remedy.

**10.5** For the avoidance of doubt, nothing in this Clause 10 or in any other part of this Master Agreement shall prevent ALPS from applying (i) to any court of competent jurisdiction; and/or (ii) concurrently in more than one (1) court of competent jurisdiction, for any injunctive or equitable relief in respect of any Intellectual Property Rights infringements or breaches of confidentiality obligations.

**10.6** Notwithstanding anything to the contrary in this Master Agreement, the Supplier and ALPS each has the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or injunctions as may appear reasonably necessary to preserve their rights, provided however that, after the arbitrator is appointed, the arbitrators will have sole jurisdiction to consider applications for provisional relief, and any provisional measure ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction (except that ALPS will retain the right specified in Clause 10.5 in any event). Any such request for provisional measures submitted to the courts will not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

**10.7 Services to continue during dispute resolution:** Even if any problem or other dispute arises out of or in connection with the relevant Contract, and regardless of whether or not either Party initiates at any time the use of the dispute resolution procedures described in this Clause 10, or if either Party has initiated proceedings in any court or arbitral tribunal of competent jurisdiction, the Supplier agrees to continue performing its obligations under this Master Agreement and all relevant Statements of Work, while any such dispute is being resolved and in no event nor for any reason shall the Supplier:

**10.7.1** interrupt the consignment, sale or loan (as the case may be), supply or delivery of any Deliverables;

**10.7.2** disable any items used to provide the relevant services or which may be required by any Company to access, use and have the full benefit of such services; or

**10.7.3** perform any other action that prevents, impedes, or reduces in any way the consignment, sale or loan (as the case may be), supply and delivery of Deliverables, or Company Group's ability to conduct its business activities,

unless: (a) authority to do so is granted by ALPS or conferred by a court of competent jurisdiction; or (b) this Master Agreement has been terminated or has expired and all obligations related to the expiry or termination have been completed to ALPS' satisfaction.

## **PART 3 – TERMS OF STATEMENT OF WORK**

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### **11. Interpretation of “*Contracting Company*” references**

**11.1** For the purpose of implementing this Master Agreement through separate Statements of Work, references to “*the Contracting Company*” in the terms and conditions of this Master Agreement are strictly to allow for the incorporation of the relevant terms and conditions into each Statement of Work and such references are not intended to nor do they confer contractual rights or benefits upon the Contracting Company under this Master Agreement. For example:

**11.1.1** the Contracting Company may exercise the termination rights granted under Clause 23 only in relation to the relevant Statement of Work to which it is a party, and not this Master Agreement or any other Statements of Work; and

**11.1.2** the Contracting Company may exercise the set-off rights granted under Clause 20 only in relation to the relevant Statement of Work to which it is a party and not any other Statements of Work.

**11.2** Notwithstanding the above, references to “*Company*” and “*Company Group*” in this Master Agreement are to confer contractual rights to the Companies (including, for the avoidance of doubt, such the Contracting Company referred to in Clause 11.1 above) under this Master Agreement and each Statement of Work.

### **12. Terms & Conditions of Clauses 13 through 25 of this Part 3**

**12.1** The terms and conditions of Clauses 13 through 25 of this Part 3 are strictly to be incorporated into each Statement of Work.

### **13. Scope of Statement of Work**

**13.1** In consideration of the mutual promises of the Supplier and the Contracting Company set out in the relevant Statement of Work, the Contracting Company appoints the Supplier, and the Supplier agrees to:

**13.1.1** provide, manufacture (where applicable), supply and deliver the Products to the Contracting Company on consignment, wherefrom the Contracting Company shall be entitled to purchase any and all such consigned Products at any time and from time to time, and to consume, utilise, market, promote, supply, distribute, offer for sale, resell, or otherwise use or transfer such consigned Products, within the terms set out in the relevant Statement of Work, in particular the Delivery Plan and the Terms of Delivery;

- 13.1.2 provide, supply and deliver the Equipment to the Contracting Company for loan *[for the purposes of testing Products or otherwise for use in connection with consigned or purchased Products]*, within the terms set out in the relevant Statement of Work, in particular the Delivery Plan and the Terms of Delivery;
- 13.1.3 where required or applicable, provide the services set out in the relevant Statement of Work;
- 13.1.4 liaise and cooperate with as well as assist the Contracting Company in all matters relating to the consignment, sale or loan (as the case may be), supply and delivery of the Deliverables and
- 13.1.5 comply with any and all additional requirements applicable to the Deliverables as set out in Schedule 3,

in accordance with the relevant Statement of Work.

**13.2 Instalments:** If the Deliverables are to be delivered, or the services required to be performed under the relevant Statement of Work are to be performed, by instalments or in stages or parts, the Supplier's obligations under the relevant Statement of Work with respect to such delivery or performance will be treated as a single obligation and not severable obligations, save as expressly provided under the relevant Statement of Work.

**13.3 Non-exclusivity:** Notwithstanding anything to the contrary, each Statement of Work will not be interpreted as an exclusive dealing agreement and the Supplier acknowledges and agrees that the appointment set out above in Clause 13.1 is strictly on a non-exclusive basis and the Contracting Company may consign, purchase or loan products similar or identical to the Deliverables from any third party at any time and/or engage any third party at any time to perform services similar or identical to any services to be provided by the Supplier under the relevant Statement of Work.

**13.4 Representatives for each Statement of Work:** Each party to the relevant Statement of Work shall designate a Representative as the point of contact for the other party, who shall be responsible for managing the performance of the first-mentioned party's obligations under such Statement of Work.

## **14. Supplier's General Obligations in relation to Statement of Work**

### **14.1 Acknowledgement of the Supplier regarding Specifications and compliance with additional requirements under a Statement of Work**

- 14.1.1 The Supplier acknowledges that it has examined the Specifications in the context of and with reference to the Contracting Company's requirements and has sufficient information to enable it to consign, sell or loan (as the case may be), supply and deliver the Deliverables to the Contracting Company in accordance with the Specifications. The Supplier shall be deemed to be fully informed of the Contracting Company's requirements by the Specifications and it shall be the Supplier's duty to clarify any inadequacies or insufficiencies in the Specifications and the Supplier shall not be entitled to any additional payment nor be excused from any liability under the

relevant Statement of Work as a consequence of any misinterpretation by the Supplier of any matter or fact relating to the Deliverables or of any inadequacies or insufficiencies in the Specifications.

- 14.1.2** The Supplier hereby represents, undertakes and warrants that it shall comply with any additional requirements set out in the relevant Statement of Work.

**14.2 Quality Control:** The Supplier shall manufacture (where applicable), procure materials for, test, package, and prepare for shipment all Deliverables that are the subject of the relevant Statement of Work, in strict conformity with the applicable Specifications and such Statement of Work. The Supplier shall also conform to any quality control system and/or procedures as the Contracting Company may require from time to time, including the following:

- 14.2.1** The Supplier shall, at its own cost and expense, inspect and test all Deliverables prior to shipment to the Contracting Company, to ensure that such Deliverables comply with the Specifications, the relevant Statement of Work and the Contracting Company's written instructions and shall provide the Contracting Company and the relevant regulatory authorities with timely access to process data, test data and quality data in accordance with the requirements of the Contracting Company as notified to the Supplier from time to time, and all applicable law.

- 14.2.2** Should the Supplier become aware of any quality issues, design or manufacturing defect, or other issues relating to any Deliverables, then the Supplier shall promptly notify the Contracting Company of the nature of such issues and provide the known technical details. This notification shall include all relevant information of the Deliverables involved, including any other relevant data including data that will assist in tracing such Deliverables and/or in determining the cause(s) of such problems. The Supplier shall comply, at its sole cost and expense, with any measures reasonably required by the Contracting Company in respect of any product recalls (whether voluntary or otherwise) that affect or impact the Deliverables. The Contracting Company may in its sole discretion terminate the relevant Statement of Work in whole forthwith upon written notice to the Supplier. The Supplier will be liable for all Losses and damages that the Contracting Company may suffer in relation therewith.

**14.3 Inspection of the Supplier's premises:** The Supplier shall permit the Contracting Company, upon reasonable notice and at no additional fees or charges to the Contracting Company, to examine and inspect the manufacture, production, installation, assembly and/or configuration, as the case may be, of any Products to be consigned and Equipment and/or parts thereof, whether completed or in the course of production, and any other activities carried out by the Supplier pertaining to any Products to be consigned and Equipment. The Supplier shall provide all reasonable assistance and facilities as may be required for such access and inspection. The Contracting Company shall have full access to all offices, production premises and other work sites of the Supplier and any of its Subcontractors, to enable the Contracting Company to inspect work and monitor progress. The Supplier shall include in its sub-contracts such provisions as may be necessary to secure this right on behalf of the Contracting Company.

**14.4 Customs and Trade:** Unless otherwise agreed by the Contracting Company in writing, the Contracting Company will not be a party to the importation of any Deliverables. The Supplier shall be deemed to be the importer of Deliverables into Singapore and shall be responsible for, at its sole cost and expense, obtaining any required export licence and/or complying with any import, customs or other laws or regulations in connection with such export of Deliverables, the transit of Deliverables through any country, the importation of Deliverables into Singapore and the delivery to the Contracting Company. For the purposes of this Clause 14.4, in the event of a change in any Legal Requirements referred to herein during the course of the supply of the Deliverables under any relevant Statement of Work, the Supplier undertakes to take all necessary actions for complying with the same, at its own cost and expense.

**14.5 Disposal of Deliverables**

**14.5.1** Upon the Contracting Company's request (which may be made at any time and from time to time, including upon effective expiry or termination (as applicable) of the relevant Statement of Work), the Supplier shall uninstall, remove, dispose and/or decommission at its own cost and expense from the Contracting Company's Premises at such dates and times and in such manner as the Contracting Company may from time to time require, such of the Deliverables as may be notified by the Contracting Company to the Supplier, including any by-products or residue thereof, and regardless of whether the same may be used (wholly or partially), damaged or expired, and to dispose of the same, by such mode and means of containment, transportation and disposal as may be prudent or necessary.

**14.5.2** The Supplier further undertakes to ensure that uninstallation, removal, disposal and/or decommissioning of Deliverables pursuant to Clause 14.5.1 shall at all times comply with all legal, regulatory and safety requirements, and meet all relevant industry standards, applicable thereto. In the event of a change in legal or regulatory requirements or industry standards from time to time, the Supplier shall be required to do all that is necessary for complying with the same, at the Supplier's cost and expense.

**14.5.3** If a particular mode or means of containment is required for temporary storage, prior to uninstallation, removal, disposal and/or decommissioning, of any used (wholly or partially), damaged or expired Deliverables, including any by-products or residue thereof, the Supplier shall at its own cost and expense provide the Contracting Company with the means to so contain the used, damaged or expired Deliverables, and such instructions and training as may be necessary for the used, damaged or expired Deliverables to be properly stored in full compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards, as may from time to time be applicable thereto.

**14.5.4** The Supplier accepts that the Contracting Company relies on the Supplier to ensure full compliance with any applicable legal and regulatory requirements in relation to the temporary storage, removal and disposal of Deliverables pursuant to Clause 14.5.1, and the making of any request or the provision of any instruction by the

Contracting Company in relation to the same shall not in any way prejudice or affect the reliance placed by the Contracting Company on the Supplier, or the responsibility of the Supplier to meet its obligations under Clause 14.5.2.

- 14.5.5** In addition to the Supplier's compliance with Clause 35.21, if any Equipment store any form of the Contracting Company Data, the uninstallation, removal, disposal and/or de-commissioning of such Equipment shall include taking all reasonable steps to ensure that all the Contracting Company Data (including data containing Confidential Information) stored in such Equipment are permanently destroyed, deleted or erased so that the data is irretrievable or unrecoverable and cannot be accessible by any subsequent users of the same Equipment. In this regard, upon request by the Contracting Company, the Supplier shall provide a certificate confirming that such Equipment have been properly de-commissioned and if applicable, that all the Contracting Company Data (including data containing Confidential Information) stored in such Equipment are permanently destroyed, deleted or erased.
- 14.5.6** The Supplier shall be responsible for and shall make good any damage to the Contracting Company's property, premises (including Delivery Locations) or any part of the building or the location, caused by any the Supplier Personnel in the course of installing, assembling, configuring, integrating, implementing, commissioning, testing, uninstalling, collecting, de-commissioning or removing Equipment, and shall leave the same in as good a state of repair as it was in prior to such installation, assembly, configuration, integration, testing, implementation or commissioning.
- 14.5.7** The obligations of the Supplier under this Clause 14.5 shall survive the expiry or termination of the relevant Statement of Work.

## **14.6 Storage of Deliverables**

- 14.6.1** The Contracting Company may store any Deliverables at any the Contracting Company Premises.
- 14.6.2** If a particular mode or means of containment is required for the storage of any of the Deliverables, the Supplier shall at its own cost and expense provide the Contracting Company with such instructions and training as may be necessary for such Deliverables to be properly stored at the Contracting Company Premises in full compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards, as may from time to time be applicable thereto, and so as to ensure that such Deliverables continue to meet the requirements of the relevant Statement of Work.
- 14.6.3** In the event of a change in legal, regulatory or safety requirements or industry standards, the Supplier undertakes to inform the Contracting Company of such changes, and to provide any particular mode or means of containment and such instructions and training as may be necessary for such Deliverables to be properly

stored at the Contracting Company Premises in full compliance with all prevailing legal, regulatory and safety requirements, as well as all relevant industry standards.

- 14.6.4** The Supplier accepts that the Contracting Company relies on the Supplier in respect of the provision of the means of containment and instructions and training by the Supplier pursuant to Clauses 14.6.1 and 14.6.3 in relation to the storage of Deliverables at the Contracting Company Premises, and the making of any request or the provision of any means of containment, instruction and training in relation to the same by the Contracting Company by itself or through any third parties shall not in any way prejudice or affect the reliance placed by the Contracting Company on the Supplier, or the responsibility of the Supplier to meet its obligations under Clauses 14.6.1 and 14.6.3.

- 14.7 Compliance with policies and procedures:** The Supplier warrants that, in the course of consignment, sale or loan (as the case may be), supply and delivery of all Deliverables and services required to be performed or provided under the relevant Statement of Work at the Contracting Company Premises, it shall comply and shall ensure that all the Supplier Personnel comply, at its own cost and expense, with:

- 14.7.1** the Contracting Company's policies and procedures governing access to the Contracting Company Premises, including any safety and delivery requirements that are applicable to the supply of Deliverables or such services; and
- 14.7.2** all applicable workplace safety laws, regulations and codes with respect to such Deliverables or services that it may supply from time to time to the Contracting Company.

#### **14.8 Reliance**

- 14.8.1** The Supplier accepts that the Contracting Company relies on, *inter alia*, the skill and judgement of the Supplier in relation to the design, description, manufacturing, quality, reliability, function, safety, suitability and performance of Deliverables to be provided, as well as all representations and warranties, written or oral, including those contained in the relevant Statement of Work, given by the Supplier, its servants or agents to the Contracting Company.
- 14.8.2** The inspection of Deliverables by the Contracting Company or any representative thereof shall not in any way prejudice or affect the reliance placed by the Contracting Company on the Supplier as provided in Clause 14.8.1.
- 14.8.3** None of (i) the supply of samples of Deliverables to the Contracting Company, (ii) the exhibition or demonstration of Deliverables by the Supplier to the Contracting Company, or (iii) the inspection of testing of Deliverables by the Contracting Company or any representative thereof, shall in any way prejudice or affect the reliance placed on the Supplier as provided in Clause 14.8.1 or relieve the Supplier in any way of, its obligations to ensure that Deliverables supplied comply with all requirements,



warranties and conditions in the relevant Statements of Work (including in Specifications).

- 14.9 Documentation:** The Supplier shall at no additional charge prepare, procure and supply the required number of copies of Documentation to the Contracting Company. The Supplier shall furnish the Documentation on or before Delivery Date.

## **15. Consignment of Products**

- 15.1** The Supplier shall, for the duration of the term of the relevant Statement of Work, provide, manufacture (where applicable), supply and deliver the Products to the Contracting Company for consignment, within the terms set out in the relevant Statement of Work and in accordance with the terms of this Clause 15.

- 15.2** The Supplier acknowledges that the delivery of the Products to the Contracting Company for consignment under this Clause 15 constitutes its irrevocable offer to the Contracting Company to sell such Products, which the Contracting Company may accept in respect of any quantity or quantities of Stock Quantity of Products at any time and from time to time, during the term of the relevant Statement of Work, in accordance with Clause 16.

### **15.3 Preparation of Delivery Location**

- 15.3.1** The Supplier shall supply to the Contracting Company within Preparation Notice Period, such information and assistance as may be necessary to enable the Contracting Company to prepare the Delivery Location for the placement, storage or location of the consigned Products, as the case may be.

- 15.3.2** The Supplier agrees to render such assistance as may be required or requested by the Contracting Company in the preparation of the Delivery Location.

### **15.4 Pre-delivery Tests at the Supplier's premises**

- 15.4.1** If so required by the Contracting Company, the Supplier shall, prior to delivery to the Contracting Company, arrange for any one or more Products to be consigned to be tested at the Supplier's premises in the presence of an appointed representative(s) of the Contracting Company on such date and at such time as may be requested by the Contracting Company.

- 15.4.2** If any Product to be consigned is found to not fully comply with the requirements of the relevant Statements of Work (including the Specifications) in any way, the Supplier shall at its own cost and expense immediately take such actions as may be necessary to ensure due compliance.

- 15.4.3** Testing of any Products to be consigned by the Contracting Company pursuant to this Clause 15.4.3 shall not in any way prejudice the right of the Contracting Company to conduct further testing of any Products in accordance with Clause 15.10.

### **15.5 Labelling and Packaging**

- 15.5.1** The Supplier shall, at its sole cost and expense, be responsible for packing, labelling and preparing delivery loads or release in accordance with the instructions furnished by the Contracting Company and all applicable Legal Requirements, shall ensure that the Products to be delivered to the Delivery Location shall be properly packed and secured so as to allow for efficient and convenient transportation of the Products without any detriment to the condition of the same and to ensure safe arrival in good conditions, and shall ensure all boxes and/or packages shall be separately and sufficiently identified and labelled.
- 15.5.2 Suitability for Use:** Where the Products (or any part thereof) are intended or designed for surgical use or for any other use involving contact with or insertion into and (where relevant) retention in the human body, such Products (or any part thereof) must be delivered in good, durable, safe, sterile and clean condition and otherwise suitable and safe for contact with or insertion into and (where relevant) retention in the human body without rupture, leakage, breakage or corrosion, and the Supplier shall ensure that the packaging of the Products upon delivery is sufficient to keep the Products clean and sterile for a period of no less than the relevant Shelf Life Period and properly labelled. Where instructions and training for safe handling and storage of the Products are required, they must be provided.
- 15.5.3 Coding data:** The Supplier shall ensure that all coding data and/or any other relevant data in respect of the Products manufactured, including any date and date-related coding data which indicates the expiry date and/or shelf-life of the Products, are (a) accurate; (b) correctly assigned, affixed and/or labelled on the containers or packaging used in respect of the Products; and (c) if applicable, will specify the century to eliminate date ambiguity.
- 15.5.4** The Supplier shall not remove, obscure or destroy any trade marks, logos, indicia of origin, copyright or other proprietary legends or markings of the Contracting Company placed upon any Company Materials provided for such labelling and/or packaging purposes.
- 15.6 Ancillary Items:** The Products shall, where relevant, be supplied by the Supplier together with all [ancillary cables, plugs, power adapters, operating and maintenance manuals] and such other parts, components or items which are necessary for the normal and efficient use of the Products in conjunction with the Equipment.
- 15.7 Delivery**
- 15.7.1** All deliveries of the Products shall be made in accordance with the Terms of Delivery. the Supplier shall deliver each and every Product on the applicable Delivery Date(s) during the Contracting Company's usual office hours.
- (i) The Contracting Company may change the Delivery Date(s) by providing written notice to the Supplier at least two days prior to delivery.

- (ii) If the Delivery Date(s) and Delivery Location(s) are not specified, delivery shall be made at the place of business of the Contracting Company as set out in Schedule 4 within **60 days** of the date of the Statement of Work.

**15.7.2 Notification:** The Supplier shall promptly notify the Contracting Company if it anticipates difficulty in complying with a required Delivery Date.

**15.7.3** The Contracting Company shall have no obligation to accept deliveries that are not made on the required Delivery Date.

**15.8 Title:** Title to each Product consigned or to be consigned shall remain with the Supplier, unless and until title to such Product passes in accordance with Clause 16.4.

**15.9 Risk:** Risk of loss or damage to each Product consigned or to be consigned shall remain solely with the Supplier, and the Contracting Company shall not be liable in any way whatsoever for any loss, damage or cost arising from, relating to or in connection with any damage or harm to or loss (including total loss) of such Products (except due to the gross negligence or wilful default of the Contracting Company), unless and until risk to such Product passes in accordance with Clause 16.5.

#### **15.10 Contracting Company's Inspections and Tests**

**15.10.1** The Contracting Company shall be entitled to carry out inspections or tests as determined in its sole discretion to decide if each of the consigned Products conforms to Specifications and is of satisfactory quality to the Contracting Company ("**Company Inspections**").

**15.10.2** The Contracting Company may also inspect components, products and services and all materials, equipment and facilities utilised by the Supplier in manufacturing (where applicable), supplying and delivering the consigned Products and in providing the services required under the relevant Statement of Work.

**15.10.3** The Contracting Company's failure to inspect, carry out the Company Inspections or reject the consigned Products shall neither relieve the Supplier from responsibility for such consigned Products if they are not in accordance with the relevant Statement of Work, nor relieve the Supplier from any responsibility regarding defects or other failures to meet such relevant Statement of Work which may be discovered subsequently.

**15.10.4** Under no circumstances shall the Contracting Company's conduct of any inspections or tests of any consigned Product (regardless of the outcome of any such inspections or tests) be construed as Contracting Company's agreement to purchase such Product.

#### **15.11 Supplier's Stock Checks and Maintenance**

**15.11.1 Shelf Life:** Where a minimum shelf life is set out in Schedule 3 for a particular Master Product that is to be delivered as part of Products consigned to the Contracting Company:

- (i) The Supplier shall provide, without prejudice to the rights of the Contracting Company under law and in addition thereto, the minimum shelf life period as stated in Schedule 3 or such other period the Contracting Company may require in respect of such consigned Products ("**Shelf Life Period**"); and
- (ii) The Supplier shall ensure that the Products comprising the Stock Quantity shall at all times have the requisite Shelf Life Period from the date of inspection. Products which do not comply with the requirements of this Clause 15.11.1 shall not count towards the Stock Quantity, and shall be removed from and replaced by the Supplier at the Contracting Company Premises at the Supplier's own cost and expense.

**15.11.2 Supplier to inspect:** During the term of the relevant Statement of Work, save where the Contracting Company otherwise instructs, the Supplier shall at its own cost and expense conduct regular inspections and monitor the expiry date (where applicable) of the consigned Products stored or maintained at the Contracting Company Premises. Such inspections shall be conducted no less often than once every month, or as may be specified by the Supplier, and prior reasonable notice must be given by the Supplier to the Contracting Company in respect of all such inspections to be made by the Supplier. All such inspections shall be conducted at the Contracting Company Premises only on Saturdays (or such other day as may be specified by the Contracting Company), and only with the prior approval of the Contracting Company. The Supplier shall in connection with each such inspections carried out in respect of the consigned Products provide the Contracting Company with a detailed report in such form as may be prescribed by the Contracting Company, signed by the relevant the Supplier Personnel and acknowledging that the requisite inspections have been adequately performed by such the Supplier Personnel.

**15.11.3 Supplier to maintain full Stock Quantity:** The Supplier shall deliver such quantities of the Products as may be necessary to ensure that the full Stock Quantity is stored or maintained at the Contracting Company Premises during the term of the relevant Statement of Work. All deliveries shall be made in accordance with Clause 15.7, save that the applicable Delivery Date for the purposes of Clause 15.7 shall be deemed to be **[two (2) days]** within the date of the Supplier's checks referred to in Clause 15.11.

**15.11.4 Failure to maintain full Stock Quantity**

- (i) Any failure by the Supplier to store or maintain the full Stock Quantity of any Products at the Contracting Company Premises for more than **[seven (7) days]**, shall entitle the Contracting Company to claim from the Supplier liquidated damages in respect of each of such failure as follows: the sum equivalent to **[one per cent (1%)]** of the relevant costs for such Product for each day of delay (including Sundays and public holidays) or part thereof

after the relevant deadline up to [the date of the full Stock Quantity of such Product is made up by the Supplier], subject to a maximum of [ten per cent (10%)] of the relevant costs for such Product, without prejudice to any other liability or obligation of the Supplier under the relevant Statement of Work. The Supplier and the Contracting Company accept and agree that the aforesaid is a genuine pre-estimate of the loss that would be suffered by the Contracting Company resulting from or in connection with the Supplier's failure to store or maintain the full Stock Quantity of any Products for more than [seven (7) days], taking into account all relevant considerations, including the disruptions caused to the Contracting Company's operations and the possible costs in sourcing for substitute sources before the full Stock Quantity of such Product was made up.

- (ii) Such liquidated damages shall be paid to the Contracting Company not later than [thirty (30) days] from the date of issuance of the Contracting Company's written notification to the Supplier informing the Supplier of the amount of liquidated damages payable. The Contracting Company shall be entitled to deduct a sum equivalent to the liquidated damages payable and/or any payment due to the Contracting Company under Clause 15.11.4(i) from any monies due or to become due to the Supplier failing which the liquidated damages and/or such payments shall be a debt due from the Supplier to the Contracting Company. The Contracting Company shall be entitled to charge interest on any delayed payment by the Supplier at the rate of [eight per cent. (8%) per annum] or the maximum rate of interest permitted by law, if lower.

**15.12 General right to return or reduce quantity:** The Contracting Company may, at any time and from time to time during the term of the relevant Statement of Work, for any reason whatsoever, do either or both of the following:

**15.12.1** return any quantity of consigned Products to the Supplier and require such quantity to be replaced by the Supplier, in which case the Supplier shall within [three (3) Calendar Days] after such written notice given by the Contracting Company, collect such consigned Products from the Contracting Company Premises and replace such Products at no additional cost so as to ensure that the full Stock Quantity is stored or maintained at the Contracting Company Premises, and the Terms of Delivery shall apply to any such replacements of the Products and their delivery; or

**15.12.2** reduce the Stock Quantity required to be stored or maintained at the Contracting Company Premises for the remainder of the term of the relevant Statement of Work,

by issuing to the Supplier a written notice and the Supplier shall comply with the requirements of such notice.

**15.13 Defective or non-conforming Products:** In addition to and without prejudice to the generality of Clause 15.12, if at any time the Contracting Company determines (whether or not in the course of inspections or tests conducted pursuant to Clause 15.10 above), or the Supplier shall discover (whether or not in the course of inspections conducted pursuant to Clause

15.11.2 above), that the Products stored or maintained at the Contracting Company Premises, or any portion thereof, are defective, damaged, not fit for purpose, inferior to approved samples, not in compliance with any Specifications, Legal Requirements or relevant industry standards, are Withdrawn Products, or otherwise do not comply with any requirement under the relevant Statement of Work:

**15.13.1** the Supplier shall within **[three (3) Calendar Days]** after notice of such non-compliance given by the Contracting Company, collect the non-compliant Products from the Contracting Company Premises and replace such Products at no additional cost so as to ensure that the full Stock Quantity stored or maintained at the Contracting Company Premises shall meet all of the aforesaid requirements, and the Terms of Delivery shall apply to any such replacements of the Products and their delivery;

**15.13.2** in the event of the Supplier's failure to collect the non-compliant Products in accordance with Clause 15.13.1, the Contracting Company may dispose of such rejected Products as it sees fit. If the Contracting Company sells such rejected Products, the Contracting Company shall account to the Supplier for the net proceeds of such sale after deducting all expenses incurred in connection with the sale, subject to the right of the Contracting Company to set-off any amounts owing by the Supplier to the Contracting Company; and

**15.13.3** the Contracting Company shall have the right to refuse acceptance of or to reject the delivery of the Products, whether in whole or in part. Where only a portion of the Products delivered by the Supplier complies with the requirements of the relevant Statement of Work, the Contracting Company shall be entitled, at its discretion, to accept delivery in respect of such portion, and to reject the remainder, which shall not be deemed to have been delivered.

The Contracting Company also reserves the right to reject or return at the Supplier's sole cost, risk and expense:

**15.13.4** any Products delivered in excess of the quantities required under the relevant Statement of Work; and/or

**15.13.5** any delivery or shipment of the Products not meeting the Terms of Delivery.

#### **15.14 Delay and default**

**15.14.1** The Supplier undertakes to keep the Contracting Company informed of circumstances which result or may potentially result in delay in the delivery of Products.

**15.14.2** Failure by the Supplier in delivering any Product on or before the relevant Delivery Date for such Product to the Contracting Company shall entitle the Contracting Company to claim from the Supplier liquidated damages in respect of each of such failure as follows: the sum equivalent to **[one per cent (1%)]** of the relevant costs for such Product for each day of delay (including Sundays and public holidays) or part thereof after the relevant deadline up to:

- (i) the date of actual delivery; or
- (ii) in case of non-delivery, the date of termination with respect to such Product, subject to a maximum of [ten per cent (10%)] of the relevant costs for such Product, without prejudice to any other liability or obligation of the Supplier under the relevant Statement of Work. The Supplier and the Contracting Company accept and agree that the aforesaid is a genuine pre-estimate of the loss that would be suffered by the Contracting Company resulting from or in connection with the Supplier's late delivery, taking into account all relevant considerations, including the disruptions caused to the Contracting Company's operations and the possible costs in sourcing for substitute sources before the late delivery was effected.

**15.14.3** Such liquidated damages shall be paid to the Contracting Company not later than [thirty (30) days] from the date of issuance of the Contracting Company's written notification to the Supplier informing the Supplier of the amount of liquidated damages payable. the Contracting Company shall be entitled to deduct a sum equivalent to the liquidated damages payable and/or any payment due to the Contracting Company under Clause 15.14.2 from any monies due or to become due to the Supplier failing which the liquidated damages and/or such payments shall be a debt due from the Supplier to the Contracting Company. The Contracting Company shall be entitled to charge interest on any delayed payment by the Supplier at the rate of [eight per cent (8%) per annum] or the maximum rate of interest permitted by law, if lower.

**15.14.4** If the Supplier fails to deliver the Products in accordance with the relevant Statement of Work or the Products are rejected by the Contracting Company or the relevant Statement of Work is terminated for cause by the Contracting Company:

- (i) the Supplier shall use its best endeavours to source for and/or procure substitute or alternative products for the Contracting Company's consideration provided that the Contracting Company has the sole discretion whether to accept (subject to any such conditions or restrictions as determined by the Contracting Company) such substitute or alternative products; and
- (ii) in addition, the Contracting Company shall be entitled, without prejudice to its accrued rights against the Supplier for failure of or late delivery, to obtain (including to purchase, consign, or otherwise) similar products from other sources and in such event to reject late delivery of Products in favour of delivery by such substitute source, and all additional costs in obtaining such products from alternative sources, including administrative costs and any positive price differential for such Products or such generic substitute or alternatives thereto accepted by the Contracting Company, shall be borne by the Supplier.

**15.14.5** The obligations of the Supplier under this Clause 15.14 will survive the expiry or termination of the relevant Statement of Work.

## **15.15 Changes in production of Products**

- 15.15.1** The Supplier shall keep the Contracting Company fully informed of any development which would affect the production of Products to be consigned.
- 15.15.2** The Supplier shall seek approval from the Contracting Company in writing before any proposed change to Products to be consigned, or any materials, processes or location of manufacture that may affect the quality, performance or reliability of Products to be consigned under the relevant Statement of Work, or that requires any modification to the design and functional specifications for the Products to be consigned. At the Contracting Company's request, the Supplier shall provide samples of such products with the proposed change(s).
- 15.15.3** If the Supplier fails to obtain approval from the Contracting Company for any change proposed pursuant to this Clause 15.15, the Contracting Company may in its sole discretion terminate in whole the relevant Statement of Work forthwith upon written notice to the Supplier. The Supplier will be liable for all Losses and damages that the Contracting Company may suffer if the Supplier does not comply with the requirements of this Clause 15.15.

## **16. Use and Purchase of Products**

- 16.1** During the term of the relevant Statement of Work, the Contracting Company shall be entitled to consume, utilise, market, promote, supply, distribute, offer for sale, resell, or otherwise use or transfer, any and all of the consigned Products, at any time and from time to time without notice to or approval from the Supplier, as principal and for its own account.
- 16.2 Manner of purchase:** The Contracting Company may purchase consigned Products by doing any of the following:
- 16.2.1** issuing a notice to the Supplier in respect of such quantity or quantities of such Product it wishes to purchase (such notice, a "**Purchase Notice**"); or
- 16.2.2** consuming, utilising, or selling such quantity or quantities of such Product.
- 16.3 Time of purchase:** The Supplier's sale of, and the Contracting Company's purchase of, a consigned Product shall be deemed to take place upon occurrence of the earlier of the following (such earlier occurrence, the "**Purchase Event**"):
- 16.3.1** the issuance of a Purchase Notice by the Contracting Company in respect of such Product; or
- 16.3.2** in the case of:
- (i) consumption or utilisation of such Product by the Contracting Company, at the point of such consumption or utilisation; or



- (ii) sale of such Product by the Contracting Company to any third party, at the point of sale of such Product by the Contracting Company to such third party,

- 16.4 Title:** Title to each consigned Product shall pass to the Contracting Company upon the relevant Purchase Event. The Supplier hereby assigns to the Contracting Company as of Purchase Event, all rights and benefits offered by the manufacturers or suppliers of such Product, and related services (including warranties, rebates, discounts, training and technical support offered by such manufacturers and suppliers).
- 16.5 Contracting Company's rights to deal with purchased Products:** The Supplier hereby confirms and agrees that the Contracting Company shall be entitled to market, promote, supply, distribute, offer for sale or resell any and all of the purchased Products (or part thereof) to any third party in the exercise of its absolute discretion without restrictions of any kind, and the Supplier hereby undertakes not to take any action or enter into any agreements which may adversely affect such marketing, promotion, supply, distribution, offer for sale or resale of purchased Products by the Contracting Company, or frustrate the ability of the Contracting Company to fully exercise such rights. The obligations of the Supplier under this Clause shall survive the expiry or termination of the relevant Statement of Work.
- 16.6 Risk:** Risk of loss or damage to each consigned Product shall pass upon the relevant Purchase Event.
- 16.7 Effect of purchase on Stock Quantity:** Upon the relevant Purchase Event of Product(s), the Stock Quantity for such Product shall be deemed to be immediately reduced by the amount equivalent to such quantity or quantities of purchased Product(s).
- 16.8 No obligation to purchase:** The Contracting Company shall have no obligation to purchase a fixed or minimum quantity of Products from the Supplier, or to purchase any of the Products as inventory
- 16.9 Purchase Report:** The Contracting Company shall, on a monthly basis, provide the Supplier with a report indicating the quantities of Products purchased by the Contracting Company during the preceding month (each, a **"Purchase Report"**).
- 16.10 Ancillary Items:** Where any consigned Product is supplied together with any subject matter required to be supplied pursuant to Clause 15.6 above, all such parts, components or items shall be deemed part of such Product purchased by the Contracting Company for the purposes of the relevant Statement of Work, and all warranties and provisions relating to delivery and passing of title and risk under such Statement of Work shall accordingly be applicable thereto. The cost of providing all such parts, components or items is deemed to be included in the Charges.
- 16.11** The Supplier's obligations in Clause 15.5, 15.6 and 15.13 shall continue to apply in respect of Products purchased by the Contracting Company under this Clause 16.

## **17. Loan of Equipment**

**17.1** During the term of the relevant Statement of Work, the Contracting Company may at any time and from time to time require the loan of Equipment from the Supplier, and the Supplier shall provide, supply, deliver, install, assemble and test such Equipment, within the terms set out in the relevant Statement of Work and in accordance with the terms of this Clause 17.

### **17.2 Loan Period**

**17.2.1** The term of the loan for each Equipment in the relevant Statement of Work shall be for the Loan Period for such Equipment unless earlier terminated in accordance with the terms herein, provided that the Contracting Company may extend the Loan Period for such further period(s) as the Contracting Company may require upon written notice to the Contracting Company of at least **[two (2) weeks]** before the expiry of the then-current Loan Period.

**17.2.2** If the Loan Period is not specified in the relevant Statement of Work, the term of the loan shall be for the term of the relevant Statement of Work.

### **17.3 Preparation of Delivery Location**

**17.3.1** The Supplier shall supply to the Contracting Company within Preparation Notice Period, such information and assistance as may be necessary to enable the Contracting Company to prepare the Delivery Location for the placement, storage, installation or location of the Equipment, as the case may be.

**17.3.2** The Supplier agrees to render such assistance as may be required or requested by the Contracting Company in the preparation of the Delivery Location.

**17.4 Labelling and Packaging:** The Supplier shall, at its sole cost and expense, be responsible for packing, labelling and preparing delivery loads or release in accordance with the instructions furnished by the Contracting Company and all applicable Legal Requirements, shall ensure that the Equipment to be delivered to the Delivery Location shall be properly packed and secured so as to allow for efficient and convenient transportation of the Equipment without any detriment to the condition of the same and to ensure safe arrival in good conditions, and shall ensure all boxes and/or packages shall be separately and sufficiently identified and labelled.

### **17.5 Pre-delivery Tests at the Supplier's premises**

**17.5.1** If so required by the Contracting Company, the Supplier shall, prior to delivery to the Contracting Company, arrange for any one or more Equipment to be tested at the Supplier's premises in the presence of an appointed representative(s) of the Contracting Company on such date and at such time as may be requested by the Contracting Company.

- 17.5.2** If any Equipment is found to not fully comply with the requirements of the relevant Statements of Work (including the Specifications) in any way, the Supplier shall at its own cost and expense immediately take such actions as may be necessary to ensure due compliance.
- 17.5.3** Testing of any Equipment by the Contracting Company pursuant to this Clause 17.5 shall not in any way prejudice the right of the Contracting Company to require further testing of any Equipment in accordance with Clause 17.11.
- 17.6** The Supplier shall provide all services including maintenance, installation and performance of electrical safety checks and functional checks necessary to enable the Equipment to be operational for its intended purpose. The Supplier shall ensure that all Equipment is subject to standard works tests and safety and performance verification checks to ensure that the Equipment is safe for patient use and for the personnel involved in the operation of the Equipment by carrying out the necessary safety and performance verification checks and submitting the requisite documentary evidence to the Contracting Company before delivery to the Contracting Company and the Supplier shall, where available, promptly supply to the Contracting Company on request, copies of the specification of such works tests and checks, and the certificates that the Equipment has passed the same.
- 17.7** **Ancillary Items:** The Equipment shall, where relevant, be supplied by the Supplier together with all [ancillary cables, plugs, power adapters, operating and maintenance manuals] and such other parts, components or items which are necessary for the normal and efficient use of the Equipment in conjunction with the Products, and all such parts, components or items shall be deemed part of the Equipment for the purposes of the relevant Statement of Work, and all warranties and provisions relating to delivery, title and risk under such Statement of Work shall accordingly be applicable thereto. The cost of providing all such parts, components or items is deemed to be included in the Charges.
- 17.8** **Delivery**
- 17.8.1** All deliveries of the Equipment shall be made in accordance with the Terms of Delivery. The Supplier shall deliver each and every Equipment on the applicable Delivery Date(s) during the Contracting Company's usual office hours.
- (i) The Contracting Company may change the Delivery Date(s) by providing written notice to the Supplier at least [one (1) day] prior to delivery.
- (ii) If the Delivery Date(s) and Delivery Location(s) are not specified, delivery shall be made at the place of business of the Contracting Company as set out in Schedule 4 within [two (2) days] of the date of the Statement of Work.
- 17.8.2** **Notification:** The Supplier shall promptly notify the Contracting Company if it anticipates difficulty in complying with a required Delivery Date.
- 17.8.3** The Contracting Company shall have no obligation to accept deliveries that are not made on the required Delivery Date.

- 17.8.4 Unless the Contracting Company otherwise directs, the Supplier shall remove or otherwise dispose of packing materials for the Equipment at its own expense as soon as practicable following delivery of the Equipment.

## 17.9 Delay and default

- 17.9.1 The Supplier undertakes to keep the Contracting Company informed of circumstances which result or may potentially result in delay in the delivery of Equipment.

- 17.9.2 Failure by the Supplier in delivering any Equipment on or before the relevant Delivery Date for such Equipment to the Contracting Company shall entitle the Contracting Company to claim from the Supplier liquidated damages in respect of each of such failure as follows: the sum equivalent to [one per cent (1%)] of the relevant costs for such Equipment for each day of delay (including Sundays and public holidays) or part thereof after the relevant deadline up to:

- (i) the date of actual delivery; or
- (ii) in case of non-delivery, the date of termination with respect to such Equipment,

subject to a maximum of [ten per cent (10%)] of the relevant costs for such Equipment, without prejudice to any other liabilities or obligations of the Supplier under the relevant Statement of Work. The Supplier and the Contracting Company accept and agree that the aforesaid is a genuine pre-estimate of the loss that would be suffered by the Contracting Company resulting from or in connection with the Supplier's late delivery, taking into account all relevant considerations, including the disruptions caused to the Contracting Company's operations and the possible costs in sourcing for substitute sources before the late delivery was effected.

- 17.9.3 Such liquidated damages shall be paid to the Contracting Company not later than [thirty (30) days] from the date of issuance of the Contracting Company's written notification to the Supplier informing the Supplier of the amount of liquidated damages payable. The Contracting Company shall be entitled to deduct a sum equivalent to the liquidated damages payable and/or any payment due to the Contracting Company under Clause 17.9.2 from any monies due or to become due to the Supplier failing which the liquidated damages and/or such payments shall be a debt due from the Supplier to the Contracting Company. The Contracting Company shall be entitled to charge interest on any delayed payment by the Supplier at the rate of [eight per cent. (8%) per annum] or the maximum rate of interest permitted by law, if lower.

- 17.9.4 The obligations of the Supplier under this Clause 17.9 will survive the expiry or termination of the relevant Statement of Work.

## 17.10 Installation and assembly

Where it is indicated in Part 2 of Schedule 3 for a particular Master Equipment that any installation, assembly or testing for such Master Equipment is required:

- 17.10.1 The Supplier shall, promptly after delivery and at its own cost and expense, install, assemble, configure, integrate, test, implement and commission the Equipment at the Contracting Company Premises and provide the Equipment Ready for Use within [insert timeframe].
- 17.10.2 The Supplier shall exercise due care and diligence in performing the installation, assembly, configuration, integration, testing, implementation and commissioning of the Equipment (including fully acquainting itself with the structural, electrical, plumbing and/or other provisions pertinent to the Equipment to be supplied).
- 17.10.3 The Supplier shall be solely responsible for all costs and expenses incurred in the provision of special equipment, personnel or works necessary to move the Equipment to and install, assemble, configure, integrate, test, implement and commission the Equipment at the Contracting Company Premises.
- 17.10.4 Where Equipment is required by the Contracting Company to be integrated with the Contracting Company Systems, the Supplier shall be responsible for ensuring that such Equipment is integrated with the Contracting Company Systems as a whole system and that such Equipment when integrated with such the Contracting Company Systems operate in accordance with, and fulfil the relevant Specifications and do not adversely affect the performance or functionality of, the relevant the Contracting Company Systems. The Supplier agrees to co-operate with and work alongside the Contracting Company's third party vendors and each of their respective employees, vendors and agents (and such other equipment, applications, systems or other facilities as may be used) to ensure that Equipment works correctly together with such other equipment, applications, systems or other facilities. Regardless of the cause of any fault or issues, the Supplier shall, upon reasonable request by the Contracting Company, co-operate with such other third party vendors as may be necessary to remedy any faults or issues with the proper performance of Equipment or any other equipment, applications, systems or other facilities that interface with such Equipment.
- 17.10.5 The Supplier shall comply with the Contracting Company's policies relating to the Contracting Company Systems and cybersecurity risks if the Equipment requires connection to or integration with the Contracting Company Systems, the Contracting Company's electronic medical records, and/or the Internet.

#### **17.11 Equipment Acceptance Tests**

- 17.11.1 The Supplier shall conduct tests on the Equipment ("**Equipment Acceptance Tests**") at the Contracting Company Premises in accordance with test procedures which are capable of demonstrating whether the Equipment complies in all respects with the Specifications and which are approved by the Contracting Company in writing or such test procedures as may be prescribed by the Contracting Company (such approved

or prescribed test procedures to be referred to as “**Equipment Test Procedures**”), and in accordance with the instructions of, and in the presence and to the satisfaction of, the appointed representative(s) of the Contracting Company.

**17.11.2** The Equipment Acceptance Tests shall only be successfully completed if they comply in all respects with the relevant Equipment Test Procedures and conclusively demonstrate to the Contracting Company that the Equipment conforms in all respects to the Specifications and such additional requirements which the Contracting Company may reasonably require. The Supplier shall correct and rectify all problems and errors identified during the Equipment Acceptance Tests to ensure the compliance of the Equipment with the Specifications.

**17.11.3** The Supplier shall be solely responsible for providing and supplying all instruments, tools, equipment, hardware and software (which shall be fully calibrated, where applicable) necessary for conducting the Equipment Acceptance Tests. the Supplier shall bear any cost and expenses that may be incurred in conducting and facilitating the Equipment Acceptance Tests, and any repeat tests.

**17.12 Equipment Acceptance Certificate:** Any Equipment (or part thereof) in respect of which such installation, assembly or testing is required shall not be deemed accepted until the Contracting Company issues to the Supplier a notice certifying such successful completion, receipt and performance aforesaid (“**Equipment Acceptance Certificate**”) and the Equipment shall be Ready For Use as of the date of the Equipment Acceptance Certificate.

### **17.13 Training**

**17.13.1** The Supplier shall provide training to the Contracting Company’s designated employees and personnel at no cost.

**17.13.2** The training shall be conducted in the English language by the Supplier’s qualified instructor(s). The training to be provided shall be to such a level that the Contracting Company’s designated employees and personnel shall be able to:

- (i) Apply or handle; and
- (ii) Install, repair, calibrate, maintain or overhaul

all models of the Equipment loaned from or installed by the Supplier.

**17.14 No sale of Equipment:** Under no circumstances shall any Statement of Work (or any part thereof) or the issuance of Equipment Acceptance Certificate, be deemed or construed as, a sale of, or transfer of title to, any Equipment from the Supplier to the Contracting Company.

**17.15 Quiet Enjoyment:** Notwithstanding anything contained in the relevant Statement of Work, the Supplier shall allow and/or shall ensure that the Contracting Company be allowed to hold peacefully and enjoy quiet possession of the Equipment for the Loan Period.

**17.16 Title:** Title to each Equipment delivered to the Contracting Company shall remain with the Supplier and the Contracting Party shall not make any claim to ownership of the Equipment, unless otherwise agreed.

**17.17 Risk:** Risk of loss or damage to each Equipment delivered to the Contracting Company shall remain solely with the Supplier. Without prejudice to the generality of the foregoing:

**17.17.1** the Contracting Company shall not be liable in any way whatsoever for any loss, damage or cost arising from, relating to or in connection with any damage or harm to or loss (including total loss) of such Equipment (except due to the gross negligence or wilful default of the Contracting Company); and

**17.17.2** if any data transmitted or processed in connection with or during the use of any Equipment is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Contracting Company in respect of any charge levied for its transmission and any other costs charged in connection with such default.

**17.17.3** the Contracting Company shall keep the Equipment free from all attachments, liens, security interests and encumbrances, and shall promptly notify the Supplier if such are given, filed or claimed.

#### **17.18 Maintenance**

**17.18.1** In respect of each and every Equipment provided to the Contracting Company and for the duration of its Loan Period, and the Supplier shall at its own cost and expense ensure that such Equipment is in satisfactory working order, shall perform scheduled preventive and corrective maintenance as recommended by the manufacturer, as well as software upgrades, to ensure the proper functioning of the Equipment, and shall arrange for such Equipment to be promptly repaired, rectified, fixed or replaced at the request of the Contracting Company, and shall promptly inform the Contracting Company of any known or suspected faults, bugs and defects in Equipment as soon as they are discovered and provide bug fixes and/or patches to improve the functionality of such Equipment or to address problems and defects with such Equipment ("**Maintenance Services**"). The Contracting Party shall permit the Supplier's authorised representatives to enter the Contracting Party's Premises for maintenance purposes in accordance with this clause.

**17.18.2** The Contracting Company shall not be liable for fair wear and tear of the Equipment. The Maintenance Services shall include the replacement of any renewable parts due to normal usage of the Equipment. The Contracting Company shall not be liable to pay for the replacement of any renewable parts.

**17.18.3** The Supplier shall attend to unlimited breakdown calls and upon the receipt of verbal or written notification from the Contracting Company, the Supplier's employees shall expeditiously attend at the Contracting Company Premises to make such repairs or adjustments and replace such parts of the Equipment to its proper operating

condition. For this purpose, the Supplier shall furnish to the Contracting Company a telephone number through which messages of requests for corrective maintenance may be left for the Supplier twenty-four (24) hours a day.

**17.18.4** The Supplier shall provide the Maintenance Services to meet or exceed the relevant Service Levels and shall comply at all times with the requirements of such Service Levels. If no Service Levels are prescribed in the relevant Statement of Work for any particular service, the Supplier shall provide such service so as to meet or exceed the highest of: (i) reasonable skill, care, prudence and foresight; (ii) best industry and professional standards and practices; and (iii) the degree of skill, care, prudence and foresight which would ordinarily be expected of a skilled and experienced supplier engaging in the provision of the relevant service.

**17.18.5 Service Level Credits:** The Contracting Company is entitled to the payment of Service Level Credits for any failure of the Supplier to meet any Service Levels for the provision of Maintenance Services under the relevant Statement of Work, which shall not be construed in any way as liquidated damages. Any outstanding Service Level Credits shall be paid to the Contracting Company by the Supplier within [thirty (30)] days of the expiry or termination of the relevant Statement of Work for whatever reason, if no further fees are or will become due and owing.

**17.18.6** Without prejudice to the generality of Clause 23.1, the Contracting Company shall be entitled to terminate the relevant Statement of Work if:

- (i) the Supplier fails to meet any Service Levels for more than [three (3)] [consecutive] occasions at any time during the term of such Statement of Work; or
- (ii) upon [annual] review of the Supplier's performance, the Contracting Company is of the view that the Supplier has not been meeting the Service Levels [despite written notice from the Contracting Company specifying the Service Levels which the Supplier has failed to meet].

For the avoidance of doubt, nothing in this Clause 17.17.4 shall limit the Contracting Company's right to recover from the Supplier the Service Level Credits specified under this Clause 17.17 for such failure, and the amount of all Claims (whether direct or consequential) suffered by the Contracting Company resulting from such failure.

**17.18.7** Where the Equipment cannot be repaired within three (3) working days, the Supplier must provide another Equipment on loan as a temporary measure until the Equipment is repaired or waive Equipment Loan Costs of the Equipment during the repair period.

## **17.19 Removal of Equipment**

**17.19.1** At the end of the Loan Period or any earlier date as advised by the Contracting Company, the Supplier shall remove the Equipment at its own cost and expense within seven (7) days from the date of notification.



17.19.2 The Supplier shall be liable for Losses or damage caused to any property of the Contracting Company during and resulting from the removal of the Equipment.

## 18. Charges

18.1 The Contracting Company undertakes to pay to the Supplier the Charges in accordance with the Payment Schedule. No charges for deliverables or services identified in any other Statement of Work will be allowed, except those charges or fees that are expressly set forth in the relevant Statement of Work. Save as otherwise expressly agreed by the Contracting Company and the Supplier in writing, the Charges (or any part thereof) shall not be adjusted, revised, changed or altered under any circumstances. For the avoidance of doubt, no increase in the Charges may be made (whether on account of increase in material, labour or transport costs, fluctuation in rates of exchange or otherwise) unless otherwise agreed by the Contracting Company in writing.

18.2 **Charges are inclusive:** The Charges shall be deemed to include all costs and expenses of whatever nature relating to Deliverables and services under the relevant Statement of Work and the Supplier's performance of its obligations thereunder and any and all Applicable Taxes, which shall all be borne solely by the Supplier.

18.3 **Other Costs:** Other Costs incurred under the relevant Statement of Work shall be payable only where the same has been pre-approved by the Contracting Company in writing. The Supplier shall compute the total of such pre-approved Other Costs actually incurred and submit such total to the Contracting Company together with supporting documents (such as receipts). The Contracting Company shall not be obliged to pay Other Costs unless the Contracting Company is satisfied with the supporting documents. For the avoidance of doubt, the Supplier may not charge the Contracting Company for any other incidental expenses or disbursements incurred by the Supplier other than Other Costs which have been pre-approved in accordance with this Clause 18.3[, and the aggregate of such Other Costs for the relevant Statement of Work shall not exceed the cap set out in Schedule 5 (if any)].

18.4 **Invoices:** The Supplier shall submit a detailed invoice for each Statement of Work within [insert] days from the date of each Purchase Report provided by the Contracting Company pursuant to Clause 16.9, based on the quantities of Products indicated therein. The Contracting Company shall make payment of the sum properly invoiced to the Contracting Company within [60 days] after the date the Contracting Company receives the Supplier's invoice therefor. The Supplier shall submit such invoices[, delivery notes] or other documents as the Contracting Company may require for the purposes of making payment.

18.5 **Currency:** Unless otherwise agreed between the Contracting Company and the Supplier, all payments to be made by the Contracting Company under the relevant Statement of Work shall be in Singapore Dollars.

18.6 **Out-of-time invoices:** The Supplier shall not invoice the Contracting Company, and the Contracting Company will not be obliged to pay, any sum that is not correctly invoiced within [three months] after the [date of the Purchase Report provided by the Contracting Company pursuant to Clause 16.9].

**18.7 Mode of payment:** Payments made by the Contracting Company to the Supplier may be effected by way of GIRO (or any other electronic means), cheque, banker's draft, cashier's order or such other means as the Contracting Company may notify the Supplier in writing.

## **19. Taxes**

**19.1 Taxes:** The Charges shall include any and all Applicable Taxes which exist at the date of the relevant Statement of Work. Such Applicable Taxes will be the sole responsibility of the Supplier, and the Supplier will either: (i) pay such Applicable Taxes directly, if such Applicable Taxes are levied or assessed against the Supplier; or (ii) pay to or reimburse the Contracting Company for such Applicable Taxes, if such Applicable Taxes are levied or assessed against the Contracting Company. The Supplier is responsible for all income tax payable or deductible, for work undertaken by the Supplier or the Supplier Personnel.

**19.2 Withholding taxes:** In the event that withholding taxes are imposed by the laws of any country on payments due from the Contracting Company to the Supplier, the Contracting Company shall deduct such withholding taxes from payments due to the Supplier and forward the balance to the Supplier without any obligation to gross up such payment or pay the Supplier any amount so withheld. For the avoidance of doubt, in the event that any amounts payable by the Contracting Company to the Supplier hereunder, including Charges, are subject to any withholding or other Applicable Taxes that the Contracting Company is required to deduct from such payments, the Supplier shall bear such withholding or other Applicable Taxes.

## **20. Rights of set-off**

**20.1** The Contracting Company shall be entitled to set-off against any payment due or payable to the Supplier under the relevant Statement of Work, any sums the Supplier is obliged to pay or credit under the relevant Statement of Work, and may by notice to the Supplier reduce the fees payable under the relevant Statement of Work or any other charges, sums or monies due or payable under the relevant Statement of Work by any amounts the Supplier is obliged to reimburse, pay or credit under the relevant Statement of Work.

**20.2** The Contracting Company shall have the right at all times to pay any Subcontractor of the Supplier such sums as may be due from the Supplier to the Subcontractor and to set-off such payment from the Charges payable to the Supplier under the relevant Statement of Work.

## **21. Warranties applicable to Statements of Work**

**21.1 Warranties relating to Products:** The Supplier hereby represents and warrants that:

### **21.1.1 in relation to Products consigned and to be consigned:**

- (i) the Supplier has the right and authority to consign and offer to consign each of the Products in accordance with the terms of the relevant Statement of Work;
- (ii) each of the Products consigned to the Contracting Company under the relevant Statement of Work conform to the Specifications;

- (iii) each of the Products consigned to the Contracting Company under the relevant Statement of Work (including where applicable any replacements, substitutes or alternatives for Products as may be required or provided under the relevant Statement of Work) shall:
- (a) be of satisfactory and merchantable quality and fit for the purpose(s) for which the Product is intended to be used for (whether or not that is a purpose for which such Products are commonly supplied), made known to the Supplier or as held out by the Supplier, whether expressly or impliedly; and
  - (b) be free from all defects, patent or latent, including defects in material and workmanship;
  - (c) *[be new, either from the Supplier or the manufacturer, and contain no second-hand, reconditioned or used parts (as the case may be);]*
  - (d) not be determined to be hazardous to health and/or withdrawn from legal supply in any jurisdiction, whether by the World Health Organisation ("WHO"), Ministry of Health ("MOH"), Health Sciences Authority ("HSA") or any national or international health authority, or under investigation or review for the same;
  - (e) in all respects (including the design, manufacture, packaging, processing, storage and testing thereof) and at all times comply with the Misuse of Drugs Act (Cap. 185), the Poisons Act (Cap. 234), the Health Products Act (Cap. 122D), the Workplace Safety and Health Act (Cap. 354A) and all health and safety and other applicable legal and regulatory requirements and meet all relevant industry standards, best practices, in particular, the Guide to Good Manufacturing Practice for Therapeutic Products issued under the Pharmaceutical Inspection Co-operation Scheme, the Guidance Notes on Good Distribution Practice and all other directives, guides, guidelines, recommendations and requirements applicable to such Products, including any as issued by the WHO, the MOH and the HSA from time to time. In the event of a change in Legal Requirements during the course of the supply and delivery of the Products under any relevant Statement of Work, the Supplier undertakes to take all necessary actions for complying with the same, at its own cost and expense;
  - (f) be duly approved or registered with the HSA or relevant authority for supply and use in Singapore; and
  - (g) comply with any specific warranties set out in Schedule 5 applicable to the Contracting Company; and

**21.1.2 in relation to the purchase of consigned Products:**

- (i) the Supplier has good title to and has the right to sell to the Contracting Company each consigned Product in accordance with the relevant Statement of Work, and shall pass to the Contracting Company clean and marketable title to each of the consigned Products, at the time title is expressed to pass to the Contracting Company under the relevant Statement of Work; and
- (ii) each and every of the representations and warranties set out in Clause 21.1.1 above will be true and accurate and not misleading as at the Purchase Event of each such Product, as if each and every of the representations and warranties had been repeated at the Purchase Event of each such Product.

**21.2 Warranties relating to Equipment:** The Supplier hereby represents and warrants that:

- 21.2.1** it is the sole and unencumbered owner of all rights, title and interest in each Equipment and has the unrestricted right and authority to let such Equipment to the Contracting Company in accordance with the terms of the relevant Statement of Work;
- 21.2.2** each Equipment is of merchantable quality, fit for its purpose, free from defects in material workmanship, conforms to the Specifications in all respects and shall perform at all times at a level consistent with and in accordance with the Specifications;
- 21.2.3** each Equipment is free from all viruses, defective or malicious code or programming (including any Trojan horse, worm or other software code, routine or software components designed to permit unauthorised access, disable, erase, or otherwise harm or impede the Contracting Company's use of such Equipment or any the Contracting Company Systems), errors and defects (including defects in design, materials, workmanship and installation), and is of high quality and fit for the purposes for which it is intended;
- 21.2.4** each Equipment is duly approved or registered with the HSA or relevant authority for supply and use in Singapore; and
- 21.2.5** each Equipment supplied is new, either from the Supplier or the manufacturer, and such Equipment contains no second-hand, reconditioned or used parts (as the case may be).

**21.3 General warranties by the Supplier**

- 21.3.1** The Supplier warrants that the Deliverables and Documentation, and/or the supply or use thereof, will not infringe any Intellectual Property Rights or other right of any third party. In the event of any such infringement, or any action being contemplated or instituted for alleged infringement, without prejudice to any right of action or remedy of the Contracting Company against the Supplier, the Supplier shall at the Supplier's own cost and expense and in favor of the Contracting Company:
  - (i) procure for the Contracting Company the right to continue accepting, possessing, purchasing, using, selling or distributing the Deliverables;
  - (ii) modify or amend or procure the modification of the Deliverables or infringing part thereof so that the same becomes non-infringing without affecting the

capacity and performance of the Deliverables including the quality, standards, undertakings and warranties in any Statement of Work; and/or

- (iii) replace the Deliverables or infringing part thereof by other Deliverables or part thereof of identical capability and performance and of equivalent quality.

- 21.3.2** The Supplier warrants that it shall, and shall ensure that the Supplier Personnel and Subcontractors, comply with all instructions, rules, policies, regulations and directives of the Contracting Company (including the Contracting Company's safety, security, operational and procedural regulations, policies relating to access to the Contracting Company Premises, procedures applicable to access or use of the Contracting Company Systems) as may be issued by the Contracting Company from time to time, in the course of performing its obligations under the relevant Statement of Work.
- 21.3.3** The Supplier warrants that the Documentation will provide adequate instructions to enable the Contracting Company to make full and proper use of the Deliverables without reference to any other person or document.
- 21.3.4** The Supplier warrants that it has the requisite manpower/personnel, equipment, materials, skill and expertise, for the satisfactory provision of all services required to be performed or provided under the relevant Statement of Work and that such services shall be provided in a proper, professional and timely manner at all times and at all times be consistent with best industry and professional standards and practices normally practised by persons performing similar services. The Supplier acknowledges that the Contracting Company relies upon such warranty and representation by the Supplier.
- 21.3.5** The Supplier warrants that it has the requisite licences and regulatory approvals and certifications as required under Legal Requirements to consign, sell or loan (as the case may be), manufacture (where applicable), supply and deliver the Deliverables.
- 21.3.6** Where the performance of any of the Supplier's obligations under the relevant Statement of Work requires access to or use of any the Contracting Company Systems by the Supplier, the Supplier warrants that it shall: (i) only access or use such the Contracting Company Systems strictly for the performance of its obligations under the relevant Statement of Work; (ii) not tamper with (by hacking, logical or remote access or otherwise) the Contracting Company Systems and any the Contracting Company Data contained therein; and (iii) not allow or permit any third party (including any Subcontractor) to use, access, interfere or tamper with the Contracting Company Systems and any the Contracting Company Data contained therein.
- 21.3.7** Where any services required to be performed by the Supplier under a Statement of Work, fails to conform to the applicable warranties the relevant Statement of Work, the Contracting Company will notify the Supplier in writing upon discovery of the aforementioned and may at its sole discretion:

- (i) require the Supplier to, and the Supplier shall unconditionally and at the Supplier's own cost and expense, re-perform all services necessary to correct any such non-conformity; or
- (ii) require the Supplier to, and the Supplier shall unconditionally agree to, refund or pay to the Contracting Company the fees paid for the non-conforming services and any related costs incurred by the Contracting Company,

as the Contracting Company may elect in writing. Any replacement services shall be subject to the warranties applicable to the services in question. If the Supplier does not re-perform the services within a reasonable time after provision of such notice, the Contracting Company may do so at the Supplier's cost and expense.

## **22. Indemnity with respect to Statements of Work**

**22.1** Without limiting the generality of any provision in the relevant Statement of Work, the Supplier shall fully indemnify, defend and hold harmless the Contracting Company and its respective directors, employees, representatives, agents, subcontractors and advisers (collectively, "**the Contracting Company Indemnitees**") from and against any and all Losses (including penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) which the Contracting Company Indemnitees may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against the Contracting Company Indemnitees, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of one (1) or more of the following:

- 22.1.1** faulty or negligent manufacture, packaging or otherwise supply of any Deliverables (or part thereof) or defective design, including any use of sub-standard, defective or harmful components or any harmful combination of components used in the manufacture of any Deliverables (or part thereof), or any contamination of any Deliverables (or part thereof) at any time before the Contracting Company takes delivery of the Deliverables;
- 22.1.2** a delay of [thirty (30)/forty-five (45)/sixty (60)] days in the delivery of Products or services by the Supplier and the delay is not due to a Force Majeure Event (where, whether or not there is a delay shall be determined by the Contracting Company in its sole and absolute discretion);
- 22.1.3** any Claim brought or threatened against the Contracting Company Indemnitees that alleges or is based on a claim that the consignment, sale or loan (as the case may be), supply or delivery of Deliverables or provision of services by the Supplier and/or any the Supplier Personnel or the use, access or receipt of Deliverables and/or services by the Contracting Company Indemnitees infringes any Intellectual Property Rights and/or any other rights of whatever nature of any third party, constitutes misappropriation or unlawful disclosure or use of any third party's trade secrets or confidential information, gives rise to any liability to pay royalty or other compensation, or violates any agreement to which the Supplier is presently a party;

- 22.1.4** any damage caused to the Contracting Company Premises where Equipment is installed, assembled or tested, and injury suffered by any person in the course of such installation, assembly, configuration, integration, testing, implementation or commissioning; or
- 22.1.5** any Claims brought or threatened by a third party against any the Contracting Company Indemnatee arising from the circumstances specified in Clauses 22.1.1 to 22.1.3 or any Claims by such third parties arising out of or in connection with the performance of such relevant Statement of Work.

## **23. Termination of Statements of Work**

### **23.1 Termination of Statements of Work for cause**

**23.1.1** Without prejudice to any other rights the Contracting Company may have under the relevant Statement of Work or at law, the Contracting Company may terminate such Statement of Work immediately by notice in writing in whole, if:

- (i) the Supplier commits any material breach of any term of such Statement of Work and such breach or failure is not capable of being remedied, or in the case of a material breach or failure capable of being remedied, the Supplier fails, within thirty (30) Calendar Days after the receipt of a request in writing from the Contracting Company to remedy such breach. the Supplier shall have no claims whatsoever against the Contracting Company in respect of such termination;
- (ii) the Supplier and/or any the Supplier Personnel commits any breach of any applicable Legal Requirements, including any data protection or privacy laws in any relevant jurisdiction and any workplace safety laws, regulations and codes;
- (iii) the Supplier's ability to carry out its obligations under such Statement of Work is prevented or substantially interfered with by any Legal Requirements; or
- (iv) the Supplier is refused or has revoked any official or regulatory licence, authorisation or permission necessary for the performance of its obligations thereunder.

### **23.1.2 Termination due to Master Agreement**

- (i) In the event that the Master Agreement expires or is terminated (howsoever occasioned or for whatever reason), the Contracting Company shall have the right (but not the obligation) to similarly terminate (either directly by itself or through ALPS as its appointed agent) the relevant Statement(s) of Work then in place, in whole, immediately by notice in writing to the Supplier, on the same grounds.

- (ii) For the avoidance of doubt, any such expiry or termination of the Master Agreement shall not affect any Statement(s) of Work then in place that are not terminated on such grounds.

**23.1.3 Termination due to changes in the Master Products or Master Equipment:** The Contracting Company shall have the right (but not the obligation) to terminate (either directly by itself or through ALPS as its appointed agent) the relevant Statement(s) of Work then in place in whole, immediately by notice in writing to the Supplier, where such Statements of Work are affected by amendments to or removal of the Master Products or Master Equipment pursuant to Clause 3.6.4(iv).

**23.1.4 Termination due to product recall, hazardous or potentially dangerous Deliverables**

- (i) If at any time during the term of the relevant Statement of Work, any of the Deliverables are subject to any product recall, withdrawn from supply (voluntarily or otherwise) and/or determined to be hazardous or potentially dangerous to health and/or brought under investigation in any jurisdiction, whether by the WHO, the MOH, the HSA or any health authority (such Deliverables, "**Withdrawn Products**"), the Supplier shall promptly notify the Contracting Company, and the Contracting Company may terminate the relevant Statement of Work in whole, without being thereby liable for any costs or compensation to the Supplier and without prejudice to any other rights it has against the Supplier, including the right of such the Contracting Company to attempt to source for and purchase similar products from any alternative source under Clause 15.14.4(ii).
- (ii) In the event of termination of the relevant Statement of Work pursuant to Clause 23.1.4(i), the Contracting Company may, upon notification to the Supplier, return to the Supplier all Withdrawn Products already delivered to the Contracting Company, including those which have already been accepted, for a full refund of all payments within thirty (30) days of such notification, including any advance payments, made in consideration for such Withdrawn Products.

**23.2 Termination of Statements of Work without cause:** Without prejudice to any other rights the Contracting Company may have under the relevant Statement of Work or at law, the Contracting Company may terminate the relevant Statement of Work in whole, without cause, at any time, by giving at least **[insert]** days written notice to the Supplier and the Contracting Company shall not be liable for any Losses suffered or incurred by the Supplier arising from any such termination, or to compensate the Supplier for any period of the term of such Statement of Work.

**23.3 Termination of Statements of Work:** In the event of expiry or termination of any Statements of Work in whole by the Contracting Company (howsoever occasioned):



23.3.1 the Contracting Company and the Supplier shall be absolutely released and discharged from all obligations relating to or arising from that Statement of Work; and

23.3.2 such expiry or termination shall be without prejudice to any Statements of Work currently in force.

## **24. Effects of Expiry or Termination of Statement of Work**

24.1 Any expiry or termination of the relevant Statement of Work (howsoever occasioned) shall not affect any accrued rights or liabilities of either party to such Statement of Work, nor shall it affect the coming into force or the continuance in force of any provision thereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

24.2 In the event of termination of the relevant Statement of Work under Clause 23.1, the following shall apply, without prejudice to any other rights or remedies which shall have accrued or shall thereafter accrue to the Contracting Company as a result of the termination for the Supplier's breach of such Statement of Work:

24.2.1 all payments that have been made to the Supplier by the Contracting Company under such Statement of Work, less the value of all products and/or services provided by the Supplier which have been accepted by the Contracting Company in writing under such Statement of Work, shall be refunded by the Supplier to the Contracting Company forthwith; and

24.2.2 the Contracting Company shall be entitled to recover from the Supplier any Losses which the Contracting Company may sustain or incur in consequence of such termination.

24.3 Upon the expiry or termination of the relevant Statement of Work (howsoever occasioned):

24.3.1 **Supplier to stop work:** The Supplier shall immediately stop work as directed in the notice of termination.

### **24.3.2 Collection of consigned Products and loaned Equipment**

- (i) unless otherwise requested by the Contracting Company pursuant to Clause 14.5, the Supplier shall within **[five (5) Calendar Days]** of the expiry or termination of the relevant Statement of Work, at the Supplier's own cost and expense, collect from the Contracting Company Premises any and all (a) consigned Products delivered to the Contracting Company but which have not been subject to a Purchase Event pursuant to Clause 16.2 prior to the date of expiry or termination of such Statement of Work; and (b) Equipment delivered to the Contracting Company prior to the date of expiry or termination of such Statement of Work, failing which the Contracting Company may dispose of the same as it sees fit. If the Contracting Company disposes of such Products or Equipment by selling such Products and Equipment, the

Contracting Company shall account to the Supplier for the net proceeds of such sale after deducting all expenses incurred in connection with the sale, subject to the right of the Contracting Company to set off any amounts owing by the Supplier to the Contracting Company; and

- (ii) collection of such Products and Equipment referred to in Clause 24.3.2(i) from the Contracting Company by the Supplier shall constitute the Supplier's acceptance of such Products and Equipment and the confirmation by the Supplier that such Products and Equipment are in good and undamaged condition, as well as good discharge of all obligations of the Contracting Company relating thereto, and the Supplier shall have no claim whatsoever against the Contracting Company in respect of such Products and Equipment;

**24.3.3 Restoration works:** The Supplier shall at its own cost and expense carry out all restoration works (if any) pursuant to the uninstalling, removal, disposal and disassembling of the Equipment to the reasonable satisfaction of the Contracting Company;

**24.3.4 Purchased Products:** in respect of consigned Products which have been subject to a Purchase Event pursuant to Clause 16.2 prior to the date of expiry or termination of such Statement of Work, subject to any right of set-off the Contracting Company may have, the Contracting Company shall pay the Supplier for such Products upon receipt of correctly issued invoice from the Supplier for such Products;

**24.3.5 Refunds:** The Supplier shall immediately refund to the Contracting Company, on a pro-rata basis, all fees or payments made in advance or previously paid to the Supplier for products and/or services which has not yet been delivered or carried out or accepted by the Contracting Company in writing, under such Statement of Work; and

**24.3.6 Company Materials and Confidential Information**

- (i) within [fourteen (14) days] deliver up, at the Supplier's own cost and expense, to the Contracting Company all relevant Company Materials and shall certify to the Contracting Company that no copies thereof have been retained; and
- (ii) return to the Contracting Company all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information; erase all the Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties; and confirm in writing to the Contracting Company that it has complied with the requirements of Clause 34.

**24.4** Parties to each relevant Statement of Work agree that: (i) the Contracting Company shall not be required to make payment of any fees, sums or charges in the event of expiry or termination

of such Statement of Work other than as may expressly be provided in such Statement of Work; and (ii) the Supplier shall not under any circumstances be entitled to any charges, fees, consideration or other payment for any products and/or services provided under such Statement of Work, or for items and goods delivered under such Statement of Work, on a *quantum meruit* basis. Parties to each relevant Statement of Work agree that, save as expressly provided, the exercise by either party of its right to terminate such Statement of Work as provided under the terms and conditions of such Statement of Work shall not entitle the other party to any damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such expiry or termination.

## **25. Force Majeure**

**25.1** Neither party to a Statement of Work shall be liable for any failure or delay in performing any of its obligations under such Statement of Work if and to the extent the failure or delay is directly due to a Force Majeure Event provided that the party affected by the Force Majeure Event is without fault and the failure or delay could not have been prevented by reasonable precautions or diligence of that party.

**25.2** Subject to the party who has been delayed:

**25.2.1** promptly telling the other party of the relevant Statement of Work in writing of the reasons of the delay and the likely duration of the delay; and

**25.2.2** using reasonable efforts to perform its obligations under such Statement of Work that are directly affected by the Force Majeure Event or to mitigate the impact of its non-performance, notwithstanding the Force Majeure Event,

the performance of that party's obligations directly affected by the Force Majeure Event shall be suspended during the period that those circumstances persist and that party shall be granted an extension of time for performance equal to the period of the delay, provided always that whenever possible that party will resume its obligations as soon as such Force Majeure Event ceases or abates. All obligations under the Statement of Work which are not directly affected by the Force Majeure Event shall continue to be performed.

**25.3** In the event that circumstances constituting a Force Majeure Event persist for a continuous period of more than **[insert timeframe]**:

**25.3.1** the Contracting Company may by notice in writing to the Supplier terminate such Statement of Work in whole, whereupon Clause 23.3 and Clause 24 shall apply accordingly; or

**25.3.2** subject to agreement in writing, both parties may make reasonable adjustments to provisions of such Statement of Work that are unavoidably impacted by the occurrence of such Force Majeure Event.

**25.4** Where the Supplier is the party delayed by a Force Majeure Event, "*reasonable efforts*" in Clause 25.2.2 shall include the following:

- 25.4.1** where such Force Majeure Event affects the Supplier's ability to consign, sell or loan (as the case may be), supply or deliver the Deliverables or to provide services due to lack of or reduced supplies or raw materials, or unavailability of the Supplier Personnel, the Supplier shall fulfil such obligations on a priority basis to the Contracting Company as soon as such Force Majeure Event ceases or abates;
  - 25.4.2** without prejudice to the Contracting Company's right to source and/or procure substitute or alternative deliverables or services from other suppliers, the Supplier shall use its best endeavours to source and/or procure substitute or alternative deliverables or services, or replacement personnel, for the Contracting Company's consideration where acceptance of any such substitute or alternative deliverables or services, or replacement personnel, shall be at the Contracting Company's sole discretion (subject to any such conditions or restrictions as determined by the Contracting Company); and
  - 25.4.3** the Supplier shall minimise effects of such Force Majeure Event on the Contracting Company and on any deadlines.
- 25.5** Any outbreak, epidemic or pandemic (including any outbreak of avian flu, H1N1 flu, Covid-19) ("**Pandemic**") shall not be treated as a Force Majeure Event for the purpose of the performance of the Supplier's obligations under the relevant Statement of Work. Without in any way limiting the rights of the Contracting Company under each Statement of Work, the Contracting Company and the Supplier acknowledge that where the relevant Pandemic impacts performance of each party's employees, subcontractors or agents ("**Staff**"), it agrees to:

  - 25.5.1** put into practice safeguards and measures to reduce the risk of its Staff transmitting an illness related to the Pandemic ("**Pandemic Illness**") in the course of their performance of such Statement of Work;
  - 25.5.2** not require its or the other party's Staff to attend at any premises where there is reasonably high risk of contracting a Pandemic Illness;
  - 25.5.3** observe any quarantine orders issued under any law or regulation or under the other party's general corporate policy concerning such Pandemic;
  - 25.5.4** bear its own expenses of implementing its own safeguards and measures under its general corporate policy concerning Pandemic Illnesses; and
  - 25.5.5** consider and implement workarounds to reduce the risk of Staff contracting any Pandemic Illnesses, including the use of telephone conferencing and in the case of any services to be performed under such Statement of Work:

    - (i) where relevant services to be performed are non-location specific, to permit such services to be performed at alternative locations; and

- (ii) where relevant services are to be performed on-site and/or in person, the Supplier shall supply, at no charge to the Contracting Company, agreed facilities for the Contracting Company's Staff to receive such services.

## **PART 4 – COMMON TERMS**

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### **26. Application of these common terms**

- 26.1** The terms and conditions of this Part 4 (i.e. Clauses 26 through 35) apply to each relevant Contract.

### **27. Prime Contractor**

- 27.1** The Supplier accepts prime contractor responsibility for the Deliverables and services to be provided under the relevant Contract.

### **28. Supplier's obligations under each relevant Contract**

#### **28.1 General obligations**

- 28.1.1** Time shall be of the essence for the performance of the Supplier's obligations under each relevant Contract.

- 28.1.2** During the term of the relevant Contract, the Supplier shall at all times act in accordance with ALPS' or the Contracting Company's (as the case may be) guidelines, codes, policies, instructions and directions.

#### **28.1.3 Commitment to provide Resources**

- (i) The Supplier shall be responsible for providing at its own costs and expense, all facilities, personnel, equipment, software and all other resources necessary to perform and complete its obligations under the relevant Contract, regardless whether such resources are specified therein, save in respect of such relevant Contract for such facilities and equipment as ALPS or the Contracting Company (as the case may be) may have expressly agreed in writing that the Supplier need not provide.
- (ii) **Out-of-pocket expenses:** ALPS and the Contracting Company shall not be liable to the Supplier for costs incurred by the Supplier or the reimbursement of out-of-pocket expenses or any compensation, whether or not relating to the scope of the relevant Contract unless otherwise agreed by ALPS or the Contracting Company (as the case may be) in writing in respect of the relevant Contract.

#### **28.1.4 Supplier Personnel**

- (i) The Supplier Personnel shall be deemed employees of the Supplier at all times and shall not for any purpose be considered employees of ALPS or the

Contracting Company. Nothing herein shall be deemed to create any fiduciary relationship between the Supplier Personnel and ALPS or the Contracting Company (as the case may be). The Supplier shall be liable for the acts, omissions, defaults and neglects of its Supplier Personnel as if they were the acts, omissions, defaults or neglects of the Supplier. The Supplier shall procure that any Supplier Personnel who, for a given time are to access or work on the premises of ALPS or the Contracting Company, shall comply with ALPS' or the Contracting Company's instructions and requests, and shall follow the working hours applicable to ALPS or the Contracting Company, as the case may be.

- (ii) The Supplier shall ensure that its Supplier Personnel communicate on a regular basis with all relevant Companies in relation to the consignment, sale or loan (as the case may be), supply and delivery of Deliverables and other relevant matters under the relevant Contract and in any event respond to any Company's enquiries as soon as reasonably practicable.
- (iii) The Supplier shall ensure that all junior Supplier Personnel are or have been supervised (including on-the-job guidance and on-site accompanying) by a senior Supplier Personnel for at least three months *[prior to] [and/or] [in the]* deployment of such junior Supplier Personnel to work on the relevant Contract.

**28.1.5 Compliance with laws:** The Supplier shall, during the performance of its obligations, services and duties under the relevant Contract, comply with all Legal Requirements eg. the Healthcare Services Act. In particular, the Supplier shall comply with applicable Legal Requirements relating to the manufacture (where applicable), packaging, labelling, storage, packing and delivery of any Master Products and Master Equipment and the performance of any services provided under the relevant Contract, including environmental, import/export control, and safety laws *[as well as those dealing with equal employment opportunities]*. To the extent that any Master Products, Master Equipment or Deliverables to be supplied by the Supplier contain hazardous materials or substances regulated by law, the Supplier will comply with all applicable Legal Requirements and mandated labelling information, including Environmental Pollution Control Act (Chapter 94A of Singapore), the Factories Act (Chapter 104 of Singapore), the Poisons Act (Chapter 234 of Singapore) and the Misuse of Drugs Act (Chapter 185 of Singapore), and provide to ALPS or the Contracting Company (as the case may be) all relevant information as may be required for the purposes of ensuring compliance with such Legal Requirements, including if applicable, a completed material safety data sheet. From time to time, at ALPS' or the Contracting Company's request, the Supplier shall provide certificates relating to compliance with any Legal Requirements.

**28.1.6** The Supplier shall adopt the *[Tripartite Guidelines on Fair Employment Practices]* as advised by *[Tripartite Alliance for Fair Employment Practices]* and ensure the Supplier Personnel are accorded the terms and conditions as stipulated under the Employment Act (Chapter 91 of Singapore). *[In addition, each the Supplier Personnel shall be*

*given a set of employment contract stating clearly the employment terms as recommended by the [Tripartite Guide on Responsible Outsourcing (or the replacement or substitute thereof, and as revised from time to time)], including working hours, remuneration and benefits.]*

## **28.2 Information, Reports and Audit**

- 28.2.1** Without prejudice to the Companies' other rights or remedies, the Supplier shall notify the relevant Company as soon as reasonably practicable of: (i) any reasonable grounds to suspect any corruption or bribery or any violation of applicable anti-corruption or anti-bribery laws, rules, regulations, decrees and/or official government orders, in any jurisdiction, with regard to the negotiation, conclusion or the performance of the relevant Contract or any other related agreement; (ii) any instances where any person employed by the Supplier or acting on behalf of the Supplier or any of their representatives, has contravened or attempted to contravene any applicable laws, regulations and guidelines in connection with the relevant Contract, or not complying with the relevant Contract; and (iii) any other matters the Supplier reasonably considers that such Company should be aware of.
- 28.2.2** The Companies are entitled from time to time, through such auditor as may be appointed by the relevant Company ("**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 Agreement are being, or were met and that reports and all information submitted to the Companies are accurate, correct and not misleading.
- 28.2.3** 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 the Companies, and shall provide the Audit Agents with all reasonable cooperation and assistance in connection with the audits.
- 28.2.4** The Parties shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Agreement, unless the audit identifies a material breach or default of this Agreement by the Supplier, in which case the Supplier shall reimburse the relevant Company for all of the relevant Company's reasonable costs incurred in connection with the audit.
- 28.2.5** Whistle-Blower
- Some examples of reportable incidents/concerns include the following:
- (i) Fraud/suspect fraud & irregularities;
  - (ii) Wilful destruction of the Company's assets;
  - (iii) Instigations to engage in acts of subversion;
  - (iv) Conduct which is an offence or breach of law; and
  - (v) Unethical/improper practices or non-compliances in regulatory requirements or the Contracting Company's policies.
- 28.2.6** 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:

- (i) A whistle-blowing hotline managed by a 3<sup>rd</sup> party service provider; or
- (ii) Organisation HR Head or any other higher authority immediately.

**28.2.7** 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 relevant Company's interests and reputation, the Supplier shall escalate this to the Company as soon as possible and work with the relevant 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 the Agreement.

**28.2.8 Reporting and Audits**

- (i) In respect of each Contract, the Supplier shall from time to time, upon request by the relevant Company, furnish written reports to that Company containing such information as such Company may require about the relevant Contract, including but not limited to the quantity and/or the value of Products purchased by such Company (for each line item).
- (ii) The Supplier shall permit any Company, its representatives and auditors, and regulatory bodies, to conduct audits during the term of the relevant Contract, and for a period of seven years thereafter, for the purposes of:
  - (a) determining the Supplier's compliance with such Contract;
  - (b) evaluating and verifying of any invoices, payments or claims submitted by the Supplier; and
  - (c) ensuring compliance with requirements of applicable laws, regulations and guidelines.
- (iii) The Supplier shall provide the relevant Company with access to documents and information pertaining to transactions with such Company. The Supplier shall ensure the accuracy and completeness of all information maintained for and furnished to such Company.
- (iv) The Supplier shall:
  - (a) respond in writing to any inquiry, demand or other observation made as a result of any audit, including any audit undertaken by auditors appointed by the relevant Company, or the Supplier's internal or external auditors (to the extent related to the provision of the products and services under the relevant Contract), within thirty (30) days of receipt of such observations;
  - (b) correct any non-compliance with any provision of the relevant Contract, or any applicable accounting principles, and will complete and



communicate in writing to the relevant Company, a plan for resolution of the matters identified to be completed, at the Supplier's cost within a reasonable time;

- (c) reimburse the relevant Company for the undisputed amount of any overcharges, or reissue any unpaid invoice containing an error identified in an audit report provided to the Supplier by such Company; and
- (d) In the event whereby usage of Subcontractor is approved by the Contracting Company, Supplier must include a clause in their contract with Subcontractor allowing audit on the Subcontractor by the Contracting Company or personnel authorised by the Contracting Company.
- (v) This Clause 28.2.8 does not impose any obligation by any Company to audit the Supplier. Should Company choose not to audit the Supplier, it does not exonerate, vitiate, or lessen the Supplier's responsibilities or obligations under the relevant Contract and applicable laws, regulations and guidelines.
- (vi) The obligations of the Supplier under this Clause 28.2.8 will survive the expiry or termination of the relevant Contract.

## **29. Warranties applicable under each relevant Contract**

- 29.1** The Supplier warrants and represents that it shall not act in any way which may harm the goodwill, name or reputation of Company Group.
- 29.2** The Supplier warrants and represents that it has the right and authority to consign and offer to consign each of the Products in accordance with the terms of the relevant Contract.
- 29.3** **Authority:** Each party to each relevant Contract hereby warrants that it has the full power and authority to enter into such relevant Contract, and that this Master Agreement has been, and all Statements of Work will be, duly executed and delivered by its authorised signatory.
- 29.4** Each party to each relevant Contract hereby warrants that such relevant Contract does not conflict with any other agreement or obligation by which the respective party is bound, and that there is no material suit, action, arbitration, legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under such relevant Contract.
- 29.5** **Prices:** The Supplier warrants that it is selling at the lowest prices and upon the most favourable terms (including volume, quality and/or payment terms) that it offers any buyer for goods and services of the same or similar quality to that provided for in the relevant Contract. If the Supplier is not in compliance with this Clause 29.5, the Supplier agrees that:

- 29.5.1** the Contracting Company shall be entitled to pay such lower charge (in lieu of the Charges) at which the Supplier supplies to any other party equivalent products to the Deliverables; and/or
  - 29.5.2** it shall promptly reimburse or issue a credit note to the Contracting Company to make good the difference in sums paid by the Contracting Company compared to the lower charge at which the Supplier supplied the equivalent products to the Deliverables.
- 29.6** Any rights or remedies of ALPS and the Contracting Company set forth in this Clause 29 are not exclusive and in particular ALPS and the Contracting Company also each has all rights and remedies available under applicable law.

### **30. Indemnity applicable under each relevant Contract**

- 30.1** Without limiting the generality of any provision in the relevant Contract, the Supplier shall fully indemnify, defend and hold harmless the Companies and each Company's respective directors, employees, representatives, agents, subcontractors and advisers (collectively, "**Company Indemnitees**") from and against any and all Losses (including penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) which Company Indemnitees may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against Company Indemnitees, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of one (1) or more of the following:
  - 30.1.1** any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct, of the Supplier, the Supplier Personnel, any Subcontractor, or any Subcontractor Personnel;
  - 30.1.2** the Supplier's, any Supplier Personnel's, any Subcontractor's, or any Subcontractor Personnel's breach of or failure or delay in complying with, the relevant Contract;
  - 30.1.3** any breach of the Supplier's obligations contained in Clause 35.23;
  - 30.1.4** 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 Supplier or its Affiliates;
  - 30.1.5** any death, personal injury or loss or damage to property, arising from any act or omission of the Supplier, any Supplier Personnel, any Subcontractor, or any Subcontractor Personnel;
  - 30.1.6** any breach of or failure or delay in complying with any applicable Legal Requirements by the Supplier, any Supplier Personnel, any Subcontractor, or any Subcontractor Personnel, including (without limiting the foregoing in any way):
    - (i) any workplace safety laws, regulations and codes; and

- (ii) any breach of data protection or privacy laws in any relevant jurisdiction, or any confidentiality-related, security-related and/or personal data-related obligation (including any breach of the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("**PDPA**") or any of the data protection requirements as set out in Schedule 7, any breach of the obligations contained in Clause 35.23 or any security breach or unauthorised use, access, misappropriation, modification or other compromise of the IT Systems and Data) in such relevant Contract by the Supplier, any Supplier Personnel, any Subcontractor, or any Subcontractor Personnel,

and if the Supplier fails to remedy any breach of or failure or delay in complying with any applicable Legal Requirements by the Supplier, the Supplier Personnel, Subcontractor, or Subcontractor Personnel to comply with any directive immediately after receipt of written notice to do so, the relevant Company Indemnatee may, in addition to any other remedies provided in the relevant Contract, effect such measures as may be necessary to secure compliance and such Company Indemnatee may recover as debt due from the Supplier an amount sufficient to indemnify such Company Indemnatee against the cost of securing such compliance;

**30.1.7** any fines or penalties imposed on Company Indemnitees arising from a breach or non-compliance of such relevant Contract by the Supplier, any the Supplier Personnel, any Subcontractor, or any Subcontractor Personnel;

**30.1.8** any Claims by any workmen, employee or agent of the Supplier or Subcontractor for any personal injury and/or death suffered in connection with the performance of such relevant Contract but which is not limited to payment under the Work Injury Compensation Act (Cap. 354); or

**30.1.9** any Claims brought or threatened by a third party against any Company Indemnatee arising from the circumstances specified in Clauses 30.1.1 to 30.1.8 or any Claims by such third parties arising out of or in connection with the performance of such relevant Contract.

**30.2** Notwithstanding any other provision of the relevant Contract, except with the prior written consent of the relevant Company, the Supplier shall not:

**30.2.1** settle or compromise any cause of action, suit or other proceeding if the settlement or compromise obliges any Company to make any payment or bear any liability or be subject to any injunction or other interim measures by reason of such settlement or compromise;

**30.2.2** assume any obligation or grant any rights or licences on behalf of any Company; or

**30.2.3** make any statement at any time admitting liability for or on behalf of any Company.

### **31. Losses recoverable from the Supplier**

- 31.1** Notwithstanding anything to the contrary and without limiting any right of recovery of the Companies arising out of or in connection with the relevant Contract, the following Losses shall be recoverable from the Supplier: (i) loss of anticipated savings; (ii) additional operational and/or administrative costs or expenses arising from the Supplier's breach or its negligence; (iii) additional costs and expenses reasonably incurred by the relevant Company or Companies in procuring and implementing alternative or replacement goods and services (such as external advisor costs, consultancy costs, management time and other personnel costs and other materials); and (iv) any fine or penalty imposed on the relevant Company or Companies by any and/or all relevant governmental, quasi-governmental, statutory or regulatory authorities.

### **32. Company Materials**

- 32.1** All Materials furnished to the Supplier by any of the Companies shall remain the sole property of the relevant Company. Such property shall be collectively referred to as "**Company Materials**" and shall be plainly marked or otherwise identified by the Supplier as property of such relevant Company and shall be safely stored separately and apart from the Supplier's property.
- 32.2** The Supplier shall not substitute any property for any Company Materials and shall not use any Company Materials except in fulfilling such relevant Company's instructions or for the performance of its obligations under the relevant Contract.
- 32.3** While in the Supplier's custody or control, Company Materials will be held at the Supplier's risk, kept insured at the Supplier's costs and expenses, and subject to removal at ALPS' or the relevant Company's request.

### **33. Intellectual Property Rights**

- 33.1** The Supplier hereby agrees and acknowledges that:
- 33.1.1** any Intellectual Property Rights in and to the Company Materials shall vest solely in and belong exclusively to the relevant Company at all times;
  - 33.1.2** the Supplier shall utilise Company Materials solely for purposes of the relevant Contract and shall not sell, assign, lease or otherwise commercially exploit Company Materials in any form or manner. Other than as expressly provided herein, the Supplier further agrees that it retains no rights to use the Company Materials; and
  - 33.1.3** any Intellectual Property Rights in and to all Company Materials shall vest solely in and belong exclusively to the relevant Company at all times and such Company shall be entitled to secure, confirm and/or protect such rights by way of obtaining registrations of Intellectual Property Rights, in its sole name.

**33.2** To the extent that any rights (including Intellectual Property Rights), title, and interests in Company Materials (or any part thereof) anywhere in the world may remain or become vested in a third party (including the Supplier Personnel), the Supplier shall and hereby agrees to, and/or undertakes to procure such third party shall, irrevocably assign, transfer and convey absolutely and unconditionally to the relevant Company the said rights, title and interests by way of deed in a form prescribed by such Company.

**33.3** The Supplier hereby confirms and agrees that each of the Companies shall be entitled to market, promote, offer for sale, or resell any and all of the Deliverables (or part thereof) to any of the other Companies or any third party in the exercise of its absolute discretion without restrictions of any kind, and the Supplier hereby undertakes not to take any action or enter into any agreements which may adversely affect such marketing, promotion, offer for sale or resale of Deliverables by such Company, or frustrate the ability of such Company to fully exercise such rights. The obligations of the Supplier under this Clause shall survive the expiry or termination of the relevant Contract.

**33.4 Intellectual Property Infringement**

**33.4.1** Without prejudice to each Company's right to defend a claim alleging that the Deliverables or Documentation, and/or the supply or use thereof, infringes any Intellectual Property Rights or other right of any third party, the Supplier shall, if requested by the relevant Company and at the expense of the Supplier, defend such claim or be joined in the defence of such claim. The Supplier shall observe such Company's directions relating to the defence or negotiation for settlement of the claim.

**33.4.2** Such Company will, if requested by the Supplier and at the Supplier's expense, provide the Supplier with reasonable assistance in the defence of such claim.

**34. Confidentiality**

**34.1** The Supplier shall treat as confidential the Confidential Information and shall not divulge any Confidential Information to any person (except to the Supplier Personnel and/or Subcontractors and then only to those the Supplier Personnel and/or Subcontractors who need to know the same) without prior written consent from the relevant Company. The Supplier shall ensure that the Supplier Personnel and Subcontractors are aware of and comply with the provisions of this Clause 34. The Supplier shall take all reasonable precautions in dealing with any Confidential Information and shall establish and maintain sufficient security measures and procedures to provide for the safe custody of the Confidential Information and to prevent unauthorised access thereto or use thereof.

**34.2** The Supplier warrants and undertakes that it:

**34.2.1** shall not license, publish, exploit or deal with the Confidential Information in any form (including in aggregated form); and

**34.2.2** other than as expressly required by the relevant Company, shall not carry out any data mining, data compilation or data extraction for the purposes of statistical, trade

or for other forms of analysis (and the development of derivative materials and works) on any aspect of the business processes or practices of such Company, based on or in connection with any Confidential Information.

**34.3** The Supplier acknowledges that monetary damages may not be a sufficient remedy for any breach of the terms of this Clause 34 and that in addition to any other remedies available at law or in equity, the relevant Company may seek injunctive and other legal or equitable relief against the Supplier for any breach or threatened breach of the provisions of this Clause 34.

**34.4** The Supplier expressly agrees that it shall be liable for any the Supplier Personnel's or Subcontractor's breach or non-performance of this Clause 34 (including any unauthorised use and unauthorised disclosure of the Confidential Information) even after any of such parties or entities ceases to be Supplier Personnel or Subcontractor.

**34.5** The obligations of the Supplier under this Clause 34 shall survive the expiry or termination of the relevant Contract.

## **35. Miscellaneous**

### **35.1 Notice**

**35.1.1** Notices under each relevant Contract may be delivered by hand, by registered mail, or by electronic mail to the addresses and numbers specified below or to the address notified to the other party in writing, from time to time:

- (i) **in the case of the Master Agreement:** as specified in Part 2d of Schedule 1; and
- (ii) **in the case of each Statement of Work:** as specified in **Parts (1) or (2)** (as the case may be) of the relevant Statement of Work.

**35.1.2** Notice will be deemed given: (i) in the case of hand delivery or registered mail upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving party; and (ii) in the case of electronic mail, immediately provided that no delivery failure in respect of such email is received.

**35.1.3** The address and numbers for notice may be changed by either party to the relevant Contract by giving notice to the other party as provided herein.

**35.2 Relationship of parties to relevant Contracts:** Parties to each relevant Contract are independent contractors and nothing in such relevant Contract shall constitute or be construed as creating any agency (other than for such limited circumstances and scope as expressly set out in such relevant Contract or as otherwise expressly required by ALPS or the Contracting Company (as the case may be)), joint venture, partnership or other form of business association between such parties, nor to create any fiduciary relationship between such parties.

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

**35.3.1** The Supplier agrees that it will not offer, or give, or agree to give, to any employee, representative or third party acting on behalf of any of the Companies, or accept, or agree to accept from any employee, representative or third party acting on behalf of any of the Companies, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of any relevant Contract or any related agreement. The Supplier shall promptly notify the relevant Company, if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of any relevant Contract or any related agreement.

**35.3.2** ALPS and the Contracting Company shall be entitled to terminate the relevant Contract and to recover from the Supplier the amount of any loss resulting from such termination, if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of such relevant Contract or for showing or forbearing to show favour to any person in relation to any contract with any of the Companies, or if the like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with any of the Companies, the Supplier or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code (Cap. 224) or under the Prevention of Corruption Act (Cap. 241) or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.

**35.3.3** The Supplier warrants and represents that it is not owned, controlled or actively influenced by any employee, officer, director or consultant of any of the Companies, or their immediate families. The Supplier does not employ any person who is an employee, officer, director or consultant of any of the Companies, or a member of their immediate families. The Supplier will refrain from offering gifts, entertainment, favours or services to employees, officers, directors and consultants of the Companies.

**35.4 Entire Agreement:** Each relevant Contract constitutes the entire agreement between the parties to such relevant Contract regarding its subject matter and supersedes all prior understandings, communications and agreements between the parties, whether written or oral, with respect to such subject matter.

#### **35.5 Delegation & Sub-Contracting**

**35.5.1** The Supplier shall not delegate, sub-contract or otherwise arrange for a third party to perform any part of any relevant Contract, or to discharge any of the Supplier's duties or obligations under any part of the relevant Contract without the prior written consent of ALPS or the Contracting Company, as the case may be.

- 35.5.2** The first (1<sup>st</sup>) such Subcontractor shall be *[insert name of third party appointed service provider]* (“**Approved Distributor**”), which shall act on behalf of the Supplier in fulfilling the Supplier’s obligations under the relevant Contract with respect to logistical issues, processing of orders, invoices and collection of payment from ALPS or the Contracting Company. Unless otherwise informed, Approved Distributor shall also be deemed authorised to receive payment of the *[Charges / Product Costs]* whereupon any payment made by ALPS or the Contracting Company to Approved Distributor shall be deemed fulfilment and full discharge of the Contracting Company’s payment obligations under the relevant Contract towards the Supplier.
- 35.5.3** In the event ALPS or the Contracting Company consents to a sub-contract pursuant to Clause 35.5.1, the Supplier shall not be relieved of any of its liabilities or obligations under the relevant Contract and the Supplier shall be liable for the acts, defaults and neglects of any Subcontractor or any employee or agent of the Subcontractor as if they were the acts, defaults or neglects of the Supplier or the employees or agents of the Supplier.
- 35.5.4** The Supplier shall be responsible for ensuring the suitability of all Subcontractors and for ensuring that the work performed by the Subcontractor meets the requirements of the relevant Contract.
- 35.5.5** The Supplier shall ensure that each Subcontractor is made aware of and subject to all the terms of the relevant Contract relevant to the Subcontractor’s part in the performance of the relevant Contract.
- 35.5.6 Removal of Subcontractor:** ALPS or the Contracting Company may, by notice to the Supplier, require the Supplier to cease using any Subcontractor where ALPS or the Contracting Company (as the case may be) considers that:
- (i) the Subcontractor has or is likely to breach its security obligations;
  - (ii) the Subcontractor has or is likely to breach its confidentiality obligations with respect to Confidential Information;
  - (iii) the Subcontractor fails to comply in a material respect with any of its obligations under the relevant Contract; and
  - (iv) ALPS or the Contracting Company (as the case may be) is not satisfied on reasonable grounds with the Subcontractor’s ability to render future performance.

## **35.6 Co-Operation**

- 35.6.1** The Supplier shall sign all documents and do all things necessary or desirable to give effect to the relevant Contract and will procure its officers, employees, subcontractors and agents to declare, make or sign all documents and do all things necessary or desirable to give full effect to such relevant Contract.



**35.6.2** In addition to and notwithstanding any other obligation under the relevant Contract, the Supplier will:

- (i) to the maximum extent practicable, co-operate with ALPS or the Contracting Company (as the case may be) in the pursuit of ALPS' or the Contracting Company's (as the case may be) business objectives that are relevant to such relevant Contract;
- (ii) adopt best practice in the delivery of services pursuant to such relevant Contract; and
- (iii) as soon as practicable consult with ALPS or the Contracting Company (as the case may be) on any matter arising which may materially affect the performance by the Supplier of its obligations under such relevant Contract.

**35.7 Use of Name:** Except as may be necessary for either party to the relevant Contract to carry out its obligations under such relevant 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.

### **35.8 Assignment**

**35.8.1** Each relevant Contract and all the rights and obligations of the Supplier thereunder are personal to the Supplier and the Supplier shall not delegate, assign, novate, sub-license, sub-contract, mortgage or charge any of those rights and/or obligations to any third party without the prior written consent of ALPS or the Contracting Company (as the case may be) which may be withheld for any reason.

**35.8.2** Each relevant Contract and all the rights and obligations of ALPS or the Contracting Company (as the case may be) thereunder may be assigned, transferred, novated or otherwise dealt with by ALPS or the Contracting Company (as the case may be) to any other Company or Affiliates, and will inure to the benefit of such successors and assigns, and the Supplier shall do all things necessary to facilitate such assignment, transfer, novation or dealing.

**35.9 Severability:** If any provision of any relevant Contract is agreed by the parties to such relevant Contract to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, such relevant Contract shall continue in force save that such provision shall be deemed to be excised herefrom with effect from the date of such agreement or decision or such earlier date as the parties may agree.

**35.10 Waiver:** A failure by ALPS or the Contracting Company to exercise or enforce any rights conferred upon it by any relevant Contract shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or

times. Waiver of any right arising from a breach or non-performance of any relevant Contract, or arising upon default under any relevant Contract, shall be in writing and signed by the party granting the waiver. A party to the relevant Contract is not entitled to rely on a delay in the exercise or non-exercise of a right arising from a breach or non-performance of any relevant Contract or on a default under such relevant Contract, as constituting a waiver of that right.

- 35.11 Rights of Third Parties:** Save as otherwise expressly set out in the relevant Contract, the parties to each relevant Contract agree that a person or entity who is not a party to such relevant Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such relevant Contract, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 35.11 shall affect the rights of any permitted assignee or transferee of any relevant Contract.
- 35.12 Variation:** No variation, amendment or rescission of each relevant Contract shall bind either party to such relevant Contract unless made in writing in the English language and signed by both parties. Without prejudice to the generality of Clause 35.11, such parties' rights to vary, amend or rescind the relevant Contract in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to such relevant Contract.
- 35.13 Governing Law:** Each relevant Contract (including, for the avoidance of doubt, any agreement to arbitrate) shall be subject to, governed by and construed in accordance with the laws of Singapore and the parties to such relevant Contract hereby submit to the jurisdiction of the Singapore Courts on the basis of the exclusivity as set out in Part 2f of Schedule 1. Such parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to any relevant Contract or to their relationship.
- 35.14 Cumulative rights and remedies:** Unless otherwise expressly agreed by the parties to the relevant Contract, or provided under the relevant Contract, the provisions of the relevant Contract, and the rights and remedies of the parties under the relevant Contract are cumulative and are without prejudice and in addition to any rights or remedies a party may have in law or in equity, and no exercise by a party of any one right or remedy under the relevant Contract, or at law or in equity, shall (save to the extent, if any, provided expressly in the relevant Contract or at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy of a party as at law or in equity.
- 35.15 Schedules or Appendices:** The Supplier shall comply with all of its obligations in the Schedules or Appendices of the relevant Contract even where such obligations are not specifically set out or referred to in the Clauses or Paragraphs of the relevant Contract.
- 35.16 Injunctive Relief:** A party to the relevant Contract may seek immediate injunctive relief if it makes a good faith determination that a breach or non-performance is such that a temporary restraining order or other immediate injunctive relief is the only appropriate or adequate remedy.

- 35.17 Language:** All data, documents, descriptions, diagrams, books, catalogues, instructions, materials and correspondence supplied under the relevant Contract shall be written in readily comprehensible English language unless otherwise specified in such relevant Contract. the Supplier Personnel shall be proficient in such language for the purpose of providing instructions, offering of advisory services, training and any other services as required by the relevant Contract.
- 35.18 Survival of Obligations:** All Clauses and Paragraphs of the relevant Contract (including the Schedules) so intended to survive after the expiry or termination of such relevant Contract shall survive such expiry or termination.
- 35.19 Counterparts:** Each relevant Contract may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same agreement, provided that the relevant Contract shall be of no effect until the counterparts are exchanged. Signatures may be exchanged by e-mail, with original signatures to follow. It is agreed that the signature of the signatory transmitted by electronic means shall be deemed to be its original signature of the purposes of this Agreement. The Parties may execute this Agreement and any future agreements or amendments requiring a party's signature, by using an electronic signature process (e.g. DocuSign, E-Signature by Adobe Sign, etc). The exchange of copies for this Agreement and of the signature page thereto by electronic means of transmission including signature process(es) such as DocuSign and E-signature by Adobe Sign shall constitute effective execution and delivery of this Agreement may be used in lieu of the original Agreement for all purposes.
- 35.20 Public Announcement:** Without prejudice to any of the provisions of Clause 34, the Supplier shall not, directly or indirectly, disclose any information regarding the relevant Contract, including any of the terms and conditions of the relevant Contract or any part thereof, all information relating to the value of the relevant Contract or the nature of the deliverables or services performed for ALPS or the Contracting Company, save with the prior written approval of ALPS or the Contracting Company (as the case may be) and subject to such conditions as ALPS or the Contracting Company (as the case may be) may impose.
- 35.21 Personal Data:** Without prejudice to any other provision of the relevant Contract, the Supplier accepts and shall comply with Schedule 7 regarding personal data.
- 35.22 HealthTech Instruction Manual Information and Communications Technology (ICT) (Security Document):** Without prejudice to any other provision of the relevant Contract, the Supplier accepts and shall comply with Schedule 8.
- 35.23 Cybersecurity**
- 35.23.1** Except as disclosed in writing to the relevant Company,
- (i) (a) to the knowledge of the Supplier, there has been no:
    - (I) security breach, or

- (II) unauthorised use, access, misappropriation, modification, or other compromise,

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

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

- (ii) the Supplier and its Affiliates are presently in compliance with all applicable laws and regulations, internal policies and contractual obligations relating to the protection of IT Systems and Data from a security breach or unauthorised use, access, misappropriation, modification or other compromise; and
- (iii) the Supplier and its Affiliates have implemented backup and disaster recovery technology.
- (iv) Nothing in this Clause 35.23 shall be construed to take away or to waive or in any manner to modify the right of the relevant Company to be indemnified by the Supplier in respect of all Losses whatsoever which, by reason of the Supplier's default or otherwise, may become payable by the relevant Company.

**35.23.2** If at any time the Supplier becomes aware that a representation or warranty given by it under this Clause 35.23 has been breached, is untrue or is misleading, it shall immediately (i) notify the relevant Company of the relevant occurrence in sufficient detail to enable such Company to make an accurate assessment of the situation; and (ii) provide to such Company a plan to continue using the IT Systems and Data without being exposed to any security breach, unauthorised use, access, misappropriation, modification, or other compromise (the “**Plan**”). Such Company may accept, modify or reject the Plan. If such Company accepts the Plan, the Supplier shall immediately implement the Plan at its sole expense. If such Company modifies the Plan, the Supplier shall use best efforts to implement the modified Plan at its sole cost and expense.

**35.23.3** The Plan may require the Supplier or its Affiliates to:

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

- (ii) replace the IT Systems and Data (or part thereof) with other IT Systems and Data of identical capability and performance.

**35.23.4** If the Supplier does not provide the relevant Company with the Plan, if the relevant Company rejects the proposed Plan, if the Supplier does not implement the Plan or the modified Plan expeditiously, or if the Supplier breaches any obligation in this Clause 35.23, the relevant Company may immediately terminate the relevant Contract, in whole or in part, and the Supplier shall promptly refund to such Company the fees for any services related to the IT Systems and Data, without prejudice to any other rights of such Company. the Supplier shall also assist such Company to obtain access to replacement IT Systems and Data at the Supplier's cost and expense.

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

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

**35.23.6** The obligations of the Supplier under this Clause 35.23 will survive the expiry or termination of the relevant Contract.

## **36. Medico-Legal Complaints**

**36.1** 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 the Deliverables and/or Services in this Master Agreement, the following procedure and guidelines shall apply:

**36.1.1** each Party shall promptly inform the other Party on receipt of a Medico-Legal Complaint and shall provide copies of all relevant documents including but not limited to the written complaint, the reply (whether prepared or issued) and the patient's case notes.

**36.1.2** the Parties shall adhere to the Contracting Company's "Clinical Complaints Management Framework" (where applicable) when dealing with Medico-Legal Complaints.

**36.1.3** the Parties shall jointly investigate the Medico-Legal Complaint with a view to ensuring prompt and proper collating of adequate information to enable a proper review of the

complaint, reporting to insurers, seeking of legal advice and effective handling of the complaint. If necessary, the Contracting Company's appointed representatives in consultation with the Supplier or his/her nominee shall convene and appoint a panel to review/investigate the complaint. The Panel will comprise the Contracting Company's and the Supplier's representatives (in equal numbers) who are not personally involved and not from the department(s) involved with the complaint.

- 36.1.4** in the case where potential proceedings, suits, demands, action or liability (together, "Claims") may arise from professional or medical negligence involving the Contracting 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.

## Schedule 1

### Definitions and Key Definitions

#### Part 1 Definitions

#### 1. Definitions

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

- 1.1.1** “**Affiliate**” means with respect to any individual, corporation, association or business entity which directly or indirectly Controls, is Controlled by, or is under common Control with the relevant entity.
- 1.1.2** “**Applicable Taxes**” means all or any taxes (excluding goods and services tax or other value added taxes whether payable in Singapore or elsewhere), duties and charges imposed or levied by the appropriate local or overseas governmental agencies in connection with the consignment, sale, loan, supply, delivery and/or importation of the Deliverables or any other obligations of the Supplier under the relevant Statement of Work, in respect or in connection with the Deliverables, the obligations provided by the Supplier to the Contracting Company or any right, licence or privilege granted by the Supplier to the Contracting Company or any other party under the relevant Statement of Work.
- 1.1.3** “**Approved Distributor**” is defined in Clause 35.5.2.
- 1.1.4** “**Bank**” is defined in Clause 6.2.
- 1.1.5** “**Banker’s Bond**” means the executed unconditional banker’s bond (in the form as prescribed in Schedule 9 from the Bank) in accordance with Clause 6.2.
- 1.1.6** “**Bond Amount**” is defined in Clause 6.1.
- 1.1.7** “**Charges**” means all amounts, charges and fees payable by the Contracting Company set out in **Part (11)** of the relevant Statement of Work, including Product Costs, Equipment Loan Costs and Other Costs.
- 1.1.8** “**Claim**” means all claims, liabilities, losses, demands, damages, liens, causes of action of any kind, obligations, costs, judgments, interest and awards (including recoverable legal counsel fees and costs of litigation of the person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.
- 1.1.9** “**Company**” means an entity within the Company Group, and “**Companies**” means all entities within the Company Group.
- 1.1.10** “**Company Group**” shall refer to ALPS and all the entities which are listed in Schedule 4 as such list may be amended by ALPS from time to time pursuant to Clause 3.6.1(i).

- 1.1.11 **“Company Indemnitees”** is defined in Clause 30.1.
- 1.1.12 **“Company Inspections”** means the inspections to be conducted on the Deliverables pursuant to Clause 15.10.1.
- 1.1.13 **“Company Materials”** is defined in Clause 32.1.
- 1.1.14 **“Company Personal Data”** is defined in Schedule 7.
- 1.1.15 **“Confidential Information”** means the confidential information of ALPS and the Companies which the Parties have 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 if disclosed orally, confirmed in writing by the disclosing Party as such within thirty (30) days after its disclosure], including but without any limitation whatsoever: (i) all of their commercial, marketing, sales, technical, scientific, operational, business and human resource information, strategic and development plans, intentions, all trade secrets, business plans, financial and/or contractual arrangements, product information, processes, formulas, designs, specifications, drawings, data, manuals and instructions; (ii) information of or relating to the financial condition of ALPS and the Companies, or relating to the personnel, policies or business strategies of ALPS and the Companies and its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever, whether electronic or otherwise scientific, technical, intellectual or other information in any form whatsoever, whether electronic or otherwise, relating to methods, processes, compositions, systems, techniques, product information, inventions, know-how, 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 one party to other party, whether stored electronically or otherwise; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of either party made or acquired by the other party or coming into its possession or control in any manner whatsoever, which ALPS and/or the relevant Company considers to be confidential or which ALPS and/or the relevant Company marks as confidential at the time of disclosure.
- 1.1.16 **“Contract”** as used in the phrases *“relevant Contract”* or *“relevant Contracts”* means:
- (i) in relation to the Contracting Company and the Supplier (in their capacity as contracting parties to a Statement of Work), the relevant Statement of Work to which they are parties; and
  - (ii) in relation to ALPS and the Supplier (in their capacity as contracting parties to this Master Agreement), this Master Agreement.



- 1.1.17 **“Contracting Company”** means each Company who is party to the relevant Statement of Work.
- 1.1.18 **“Contracting Company Data”** means any data, databases or information generated, processed, compiled, stored, arranged or developed on Equipment or the Contracting Company Systems (as the case may be) pursuant to the relevant Statement of Work.
- 1.1.19 **“Contracting Company Indemnitees”** is defined in Clause 22.1.
- 1.1.20 **“Contracting Company Premises”** shall be as set out in **Part (8)** of the relevant Statement of Work.
- 1.1.21 **“Contracting Company Systems”** means hardware, software, systems, applications, equipment, networks, servers or other facilities that are owned, leased or under the control of the Contracting Company.
- 1.1.22 **“Control”** means with respect to any person, the right to exercise, directly or indirectly, more than fifty per cent. (50%) of the voting rights attributable to the management of that person and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, and **“Controlled”** shall be construed accordingly.
- 1.1.23 **“Data Handler”** is defined in Schedule 7.
- 1.1.24 **“Data Indemnified Persons”** is defined in Schedule 7.
- 1.1.25 **“Deliverables”** means the Products and Equipment and any other products or deliverables set out in **Part (5)** of the relevant Statement of Work, to be consigned, sold or loaned (as the case may be), supplied and delivered by the Supplier to the Contracting Company pursuant to such Statement of Work.
- 1.1.26 **“Delivery Date”** shall be as set out in **Part (7)** of the relevant Statement of Work.
- 1.1.27 **“Delivery Location”** shall be as set out in **Part (7)** of the relevant Statement of Work.
- 1.1.28 **“Delivery Plan”** is defined in **Part (6)** of the relevant Statement of Work.
- 1.1.29 **“Dispute”** is defined in Clause 10.1.
- 1.1.30 **“Documentation”** means the user, parts and operating manuals for or in respect of the Deliverables and all other documentation to be supplied, prepared (or in the case of third party products, to be procured) by the Supplier, including the documentation set out in Part **(5A)** of the relevant Statement of Work.
- 1.1.31 **“Effective Date”** means the date set out in Part 2a of Schedule 1.

- 1.1.32 **“Equipment”** means the specific Master Equipment set out in Part (4) of the relevant Statement of Work to be loaned to the Contracting Company by the Supplier pursuant to such Statement of Work.
- 1.1.33 **“Equipment Acceptance Certificate”** is defined in Clause 17.12.
- 1.1.34 **“Equipment Acceptance Tests”** is defined in Clause 17.11.
- 1.1.35 **“Equipment Loan Costs”** means the fees payable by the Contracting Company to the Supplier for its loan of Equipment, set out in Part (11) of the relevant Statement of Work.
- 1.1.36 **“Equipment Test Procedures”** is defined in Clause 17.11.
- 1.1.37 **“Expiry Date”** is defined in Clause 6.2.3.
- 1.1.38 **“Extended Term”** means the duration set out in Part 2h of Schedule 1 that ALPS may extend the Initial Term pursuant to Clause 2.1.
- 1.1.39 **“Force Majeure Event”** means one (1) of the following events: acts of God, acts of civil or military authority, governmental restrictions, fires, wars, acts of foreign enemies, terrorist acts, riots, inclement weather, earthquakes, storms, typhoons, rain or floods (other than delays caused by the Supplier or the Supplier’s Subcontractors). *“Force Majeure Event”* excludes, amongst other things, pandemic, any lockout, labour dispute or shortage, strike, slow, obstructive or disruptive work by the Supplier’s employees or those of its agents, Subcontractors or suppliers or any tariffs or import quotas.
- 1.1.40 **“Form of Statement of Work”** is defined in Clause 3.2.1.
- 1.1.41 **“Initial Term”** means the initial term of the Master Agreement set out in Part 2g of Schedule 1.
- 1.1.42 **“Intellectual Property Rights”** means all copyright, patents, trade marks, service marks, layout design rights, registered designs, design rights, trade secrets, know-how, database rights relating to computer software, and any other industrial or intellectual property rights; and “Know-how” means any experience, methods, techniques, trade or business names, inventions, innovations, unpatentable processes, technical information, specifications, recipes, secret formulae, designs, plans, documentation, drawings, data or processes, discoveries, lists of suppliers and customers and other confidential and proprietary knowledge and information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

- 1.1.43 **"IT Systems and Data"** is defined in Clause 35.23.
- 1.1.44 **"Legal Requirements"** means all laws and regulatory requirements, judgements, injunctions, guidelines, codes of practice, local or international standards, conditions, directives, vaccinations, policies or measures of any kind on the part of any government, regulatory body, court or competent authority in all applicable jurisdictions and any permits and licences, applicable or necessary for the performance of an activity or undertaking in any applicable jurisdictions from time to time.
- 1.1.45 **"Loan Period"** in relation to Equipment means the period set out in **Part (4)** of the relevant Statement of Work.
- 1.1.46 **"Losses"** means all losses, liabilities, settlement sums, costs (including legal costs and costs of other professionals), charges, expenses, actions, proceedings, claims and demands, whether foreseeable or not.
- 1.1.47 **"Maintenance Services"** is defined in Clause 17.17.1
- 1.1.48 **"Master Equipment"** means the **[equipment, instrument sets and other items]** as specified in Part 2 of Schedule 3, which may be procured by the Companies from time to time.
- 1.1.49 **"Master Products"** means the **[reagents, consumables, peripherals and other products]** as specified in Part 1 of Schedule 3, which may be procured by the Companies from time to time.
- 1.1.50 **"Materials"** means all tools, machinery, equipment, data, documents, methodology, technical drawings, schematics and all other materials, in whatever form or medium and any material affixed or attached thereto.
- 1.1.51 **"Other Costs"** means all other fees payable by the Contracting Company to the Supplier for freight, delivery, storage where specified in Schedule 5 for such the Contracting Company, as set out in **Part (11)** of the relevant Statement of Work.
- 1.1.52 **"Pandemic"** is defined in Clause 25.5.
- 1.1.53 **"Pandemic Illness"** is defined in Clause 25.5.1.
- 1.1.54 **"Party"** means either ALPS or the Supplier, and **"Parties"** means both ALPS and the Supplier.
- 1.1.55 **"Payment Schedule"** means the terms of payment set out in **Part (12)** of the relevant Statement of Work.
- 1.1.56 **"PDPA"** is defined in Clause 30.1.6(ii).
- 1.1.57 **"Plan"** is defined in Clause 35.23.

- 1.1.58 **“Preparation Notice Period”** means the notice period set out in Part 2i of Schedule 1.
- 1.1.59 **“Product Costs”** means the fees payable by the Contracting Company to the Supplier for its purchase of Products, set out in **Part (11)** of the relevant Statement of Work.
- 1.1.60 **“Products”** means the specific Master Products set out in Part **(3)** of the relevant Statement of Work for consignment by the Supplier to the Contracting Company pursuant to such Statement of Work.
- 1.1.61 **“Project Manager”** means the person nominated by a Party pursuant to Clause 4.1 from time to time, the first (1<sup>st</sup>) such person to be the person specified in Part 2c of Schedule 1.
- 1.1.62 **“Purchase Event”** is defined in Clause 16.3.
- 1.1.63 **“Purchase Notice”** is defined in Clause 16.2.
- 1.1.64 **“Purchase Report”** is defined in Clause 16.9.
- 1.1.65 **“Ready for Use”** means fully installed and successfully tested in accordance with Clause 17.12.
- 1.1.66 **“Relevant Products”** is defined in Schedule 3.
- 1.1.67 **“Representative”** means the person nominated by a party to the relevant Statement of Work pursuant to Clause 13.4, the first such person to be the person specified in **Parts (1) or (2)** (as the case may be) of the relevant Statement of Work.
- 1.1.68 **“Resolution Meeting”** is defined in Clause 10.1.1.
- 1.1.69 **“Resolution Notice”** is defined in Clause 10.1.1.
- 1.1.70 **“Resolution Period”** is defined in Clause 10.1.1.
- 1.1.71 **“Security Deposit”** is defined in Clause 6.1.
- 1.1.72 **“Service Level Credits”** means the service level credits described in Part **10** of the relevant Statement of Work.
- 1.1.73 **“Service Levels”** means the service levels described in Part **10** of the relevant Statement of Work.
- 1.1.74 **“Shelf Life Period”** is defined in Clause 15.11.1(i).
- 1.1.75 **“SIAC”** is defined in Clause 10.3.1.
- 1.1.76 **“SIAC Rules”** is defined in Clause 10.3.1.

- 1.1.77 “**Specifications**” means the detailed technical, functional, performance and other requirements and specifications for each Master Product or Master Equipment (as the case may be) as set out for the same in Schedule 3 (including in particular the specifications and other requirements under “*Specifications*”, “*Minimum Shelf Life*” and “*Additional Requirements*” column of Schedule 3) comprised in the Deliverables.
- 1.1.78 “**Staff**” is defined in Clause 25.5.
- 1.1.79 “**Stage**” means a stage in the Delivery Plan.
- 1.1.80 “**Statement of Work**” means a statement of work in the Form of Statement of Work which has been issued by the relevant the Contracting Company in accordance with Clause 3.2.1. Statements of Work shall be attached in Schedule 2 pursuant to Clause 3.4.
- 1.1.81 “**Stock Quantity**” means the quantity of Products described as “**Stock Quantity**” in Part **(3)** of the relevant Statement of Work.
- 1.1.82 “**Subcontractor**” means any person, firm or company approved in writing by ALPS or the Contracting Company (as the case may be) to furnish goods or services directly or indirectly to the Supplier for purposes of such Statement of Work, which shall include all manufacturers of Products.
- 1.1.83 “**Subcontractor Personnel**” means employees, personnel, secondees, agents, principals and contractors of the Subcontractor.
- 1.1.84 “**Supplier Individuals**” is defined in Schedule 7.
- 1.1.85 “**Supplier Personnel**” means employees, personnel, secondees, agents, principals and contractors of the Supplier, who are individuals, and includes employees, personnel, secondees, agents, principals and contractors, who are individuals, of the Subcontractors.
- 1.1.86 “**Terms of Delivery**” means the terms of delivery set out in Clause 15.7 (in the case of Products) or Clause 17.8 (in the case of Equipment), Part 2j of Schedule 1 and Part **(7)** of the relevant Statement of Work.
- 1.1.87 “**Withdrawn Products**” is defined in Clause 23.1.2.

## Part 2 Key Definitions

Part	Term	Definition
a.	Effective Date	[insert]
b.	Conditions precedent	[insert condition(s) (if any)]
c.	Project Managers	ALPS: [insert name and designation]  Supplier: [insert name and designation]

Part	Term	Definition
d.	Notices	<p><b>ALPS</b>  Address : [insert]  Fax : [insert]  Email : [insert]  Tel : [insert]</p> <p><b>Supplier</b>  Address : [insert]  Fax : [insert]  Email : [insert]  Tel : [insert]</p>
e.	Certifications	[insert]
f.	Exclusivity of jurisdiction	[Exclusive]
g.	Initial Term	[insert] years
h.	Extended Term	[insert] years
i.	Preparation Notice Period	[insert notice period e.g. "at least two days before the applicable delivery dates of any Deliverables"]
j.	Terms of Delivery	<p>(i) <b>Packaging, marking and other associated activities:</b> The Supplier is obliged to package, mark and ship all Deliverables in accordance with the terms of the relevant Statement of Work. When Deliverables are ready for delivery to the Contracting Company or its nominee, the Supplier shall inform the Contracting Company of such pending delivery [insert number] days beforehand and thereafter deliver the Deliverables to the relevant Delivery Location.</p> <p>(ii) The Supplier shall ship all Deliverables [in boxes] labelled with proper handling instructions, delivery/shipping information, contents and quantity, along with any applicable part numbers or other technical information. An itemised packing list shall accompany each delivery.</p> <p>(iii) If the Supplier fails to timely deliver the Deliverables, and the specified method of transportation would not permit the Supplier to meet applicable Delivery Date specified in the relevant Statement of Work, the Supplier shall, at the Supplier's sole cost and expense, deliver such Deliverables by air transportation or other expedited means acceptable to the Contracting Company.</p> <p>(iv) If the Supplier fails to meet a required Delivery Date, the Contracting Company may procure replacement products or services. the Supplier will be responsible for all costs incurred by the Contracting Company as a result of early or late deliveries.</p> <p>(v) The Supplier's obligation to deliver the Deliverables includes the unloading, stacking and where applicable, the installation, testing and commissioning of the Products by the Supplier.</p> <p>(vi) [state all other specific terms and conditions relating to delivery].</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>If there are other specific terms and conditions that you require to be finalised as part of the standardised set of terms covering deliveries, please include.</b></p> </div>

**Schedule 2**  
**Statements of Work**

This Schedule 2 shall contain executed Statements of Work as contemplated by Clause 3.4.

**Schedule 3**  
**Master Products and Master Equipment**

**Part 1 Master Products**

Category	Products	Specifications	Unit	Unit Price (SGD) with any applicable discount	Minimum Shelf Life	Additional Requirements
[Insert description of category of products (e.g. reagents)]	[insert description of Products]	[insert specifications of Products]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[insert timeframe e.g. 24 months]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]
[Insert description of category of products (e.g. reagents)]	[insert description of Products]	[insert specifications of Products]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[insert timeframe e.g. 24 months]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]
[Insert description of category of products (e.g. reagents)]	[insert description of Products]	[insert specifications of Products]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[insert timeframe e.g. 24 months]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]



## Part 2 Master Equipment

Category	Equipment	Specifications	Unit	Unit Loan Price (SGD) with any applicable discount [(which shall be SGD0.00, unless otherwise stated)]	Installation, Assembly or Testing Required	Additional Requirements
[Insert description of category for general equipment (e.g. reagent testing equipment, instrument sets)]	[insert description of Equipment]	[insert specifications of Equipment]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[to state whether installation, assembly and/or testing of Equipment is required]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]
[Insert description of category for general equipment (e.g. reagent testing equipment, instrument sets)]	[insert description of Equipment]	[insert specifications of Equipment]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[to state whether installation, assembly and/or testing of Equipment is required]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]
[Insert description of category for general equipment (e.g. reagent testing equipment, instrument sets)]	[insert description of Equipment]	[insert specifications of Equipment]	[insert type of unit e.g. carton]	[insert unit price and any applicable discount]	[to state whether installation, assembly and/or testing of Equipment is required]	[insert]
	[insert]	[insert]	[insert]	[insert]	[insert]	[insert]

## **Schedule 4 Companies**

1. ALPS Pte. Ltd., UEN 201805065E;
2. Changi General Hospital Pte Ltd, UEN 198904226R;
3. KK Women's and Children's Hospital Pte Ltd, UEN 198904227G;
4. Sengkang General Hospital Pte Ltd, UEN 201220357K;
5. Singapore General Hospital Pte Ltd, UEN 198703907Z;
6. SingHealth Community Hospitals, UEN 53351398K;
7. National Cancer Centre of Singapore Pte Ltd, UEN 199801562Z;
8. National Dental Centre of Singapore Pte Ltd, UEN 199505641M;
9. National Heart Centre of Singapore Pte Ltd, UEN 199801148C;
10. Singapore National Eye Centre Pte Ltd, UEN 198900840W;
11. National Neuroscience Institute of Singapore Pte Ltd, UEN 199801559D;
12. SingHealth Polyclinics, UEN 52928775K;
13. Singapore Health Services Pte Ltd, UEN 200002698Z;
14. Singapore Eye Research Institute, UEN 199704888Z;

(The companies/businesses above are incorporated in Singapore and have their registered offices at 10 Hospital Boulevard #19-01 Outram Community Hospital Singapore 168582.)

15. Alexandra Health Pte Ltd, UEN 200717564H, a company incorporated in Singapore and having its registered office at 90 Yishun Central, Khoo Teck Puat Hospital, Singapore 768828;
16. Institute of Mental Health, UEN 52930996C, a business registered in Singapore and having its registered office at 10 Buangkok View, Institute of Mental Health, Singapore 539747;
17. Tan Tock Seng Hospital Pte Ltd, UEN 199003683N, a company incorporated in Singapore and having its registered office at 11 Jalan Tan Tock Seng, Tan Tock Seng Hospital, Singapore 308433;
18. WoodlandsHealth Pte Ltd, UEN 201426682D;

19. Yishun Community Hospital Pte Ltd, UEN 201333346W;

(The companies above in items 18 and 19 are incorporated in Singapore and have their registered offices at 2 Yishun Central 2, Yishun Community Hospital, Singapore 768024.)

20. Admiralty Medical Centre Pte Ltd, UEN 201618776K, a company incorporated in Singapore and having its registered office at 90 Yishun Central, Khoo Teck Puat Hospital, Singapore 768828;

21. National Skin Centre (Singapore) Pte Ltd, UEN 198801862W, a company incorporated in Singapore and having its registered office at 1 Mandalay Road, National Skin Centre, Singapore 308205;

22. National Healthcare Group Polyclinics, UEN 52929305J, a business registered in Singapore and having its registered office at 3 Fusionopolis Link, #05-10 Nexus@one-north, Singapore 138543;

23. National Healthcare Group Diagnostics, UEN 52936325M, a business registered in Singapore and having its registered office at 3 Fusionopolis Link, #05-08 Nexus@one-north, Singapore 138543;

24. National Healthcare Group Pharmacy, UEN 52930641K, a business registered in Singapore and having its registered office at 3 Fusionopolis Link, #05-07 Nexus@one-north, Singapore 138543;

25. National Healthcare Group Pte Ltd, UEN 200002150H, a company incorporated in Singapore and having its registered office at 3 Fusionopolis Link, #03-08 Nexus@one-north, Singapore 138543;

26. National University Healthcare Systems Pte. Ltd, UEN. 200801778C, a company incorporated in Singapore and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228

27. National University Hospital (Singapore) Pte Ltd, UEN 198500843R, a company incorporated in Singapore and having its registered office at 5 Lower Kent Ridge Road, National University Hospital, Singapore 119074;

28. Ng Teng Fong General Hospital, UEN 53144825L, a company incorporated in Singapore and having its registered office at 1 Jurong East Street 21, Singapore 609606;

29. Jurong Community Hospital, UEN 53238509L, a company incorporated in Singapore and having its registered office at 1 Jurong East Street 21, Singapore 609606;

30. Jurong Medical Centre, UEN 53072426W, a company incorporated in Singapore and having its registered office at 60 Jurong West Central 3, Singapore 648346;

31. Alexandra Hospital, UEN 53360086C, a business registered in Singapore and having its registered office at 378 Alexandra Road, Alexandra hospital, Singapore 159964;
32. National University Cancer Institute Singapore, a centre under the name of National University Hospital (Singapore) Pte Ltd, UEN. 198500843R and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
33. National University Heart Centre, a centre under the name of National University Hospital (Singapore) Pte Ltd, UEN. 198500843R and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
34. National University Centre for Oral Health, Singapore, a centre under the name of National University Hospital (Singapore) Pte Ltd, UEN. 198500843R and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
35. National University Polyclinics, UEN 53358682L, a company incorporated in Singapore and having its registered office at 1 Jurong East Street 21, Singapore 609606; and
36. National University Primary Healthcare Pte. Ltd, UEN. 201220415M, a company incorporated in Singapore and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
37. National University Hospital Services Group Pte. Ltd, UEN. 200910555Z, a company incorporated in Singapore and having its registered office at 1E Kent Ridge Road, #13-00, Singapore 119228
38. NUHS Diagnostics, UEN. 53427979A, a business incorporated in Singapore and having its principal place of business at 1E Kent Ridge Road, #13-00, Singapore 119228
39. NUHS Pharmacy, UEN. 534277794B, a business incorporated in Singapore and having its principal place of business at 1E Kent Ridge Road, #13-00, Singapore 119228
40. Ang Mo Kio – Thye Hua Kwan Hospital Ltd, UEN 200201385C, a company incorporated in Singapore and having its registered office at 1 North Bridge Road, #23-03, High Street Centre, Singapore 179094.

## Schedule 5 Company-Specific Terms

Part	Company	Specific Terms
(1)	a. [insert] b. [insert] c. [insert]	<p>[insert any applicable specific terms that apply to these Companies, for example:</p> <p><b>Other Costs:</b> Other Costs payable by each such Contracting Company pursuant to each relevant Statement of Work are as follows:</p> <ul style="list-style-type: none"> <li>Storage costs, to be capped at [insert] per cent. ([●]%) of [insert]; and</li> <li>Freight and delivery costs: NIL (at the Supplier's own costs and expenses)</li> </ul> <p><b>Specific Warranties:</b></p> <ul style="list-style-type: none"> <li>[insert]</li> <li>[insert]</li> </ul> <p>]</p>
(2)	a. [insert] b. [insert] c. [insert]	[insert]
(3)	a. [insert] b. [insert] c. [insert]	[insert]
(4)	a. [insert] b. [insert] c. [insert]	[insert]
(5)	a. [insert] b. [insert] c. [insert]	[insert]
(6)	a. [insert] b. [insert] c. [insert]	[insert]

## Schedule 6

### Form of Statement of Work

#### COVER SHEET STATEMENT OF WORK

This Statement of Work (No. insert reference number) (“**Statement of Work**”) consists of this Cover Sheet and the attached Terms and Conditions and is made on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “**Statement of Work Date**”) between the following Contracting Company and Supplier in relation to the consignment, sale, loan, supply and delivery of certain deliverables and services as set out below:

**[Please do not amend or remove any of the following parts or part numbers as these are referenced in the Master Agreement and this Statement of Work]**

Contracting Entities		
<b>Part (1)</b> <b>Contracting Company</b>	<div style="text-align: right;">_____(name)</div> <div>(Company Registration No: _____), a corporation incorporated in <u>insert country</u> and having its registered address at _____ (the “<b>Contracting Company</b>”)</div> <div><b>Notices and correspondence</b> Address: _____ _____ Email: _____ Fax: _____ Representative: _____</div>	
<b>Part (2)</b> <b>Supplier</b>	<div style="text-align: right;">_____(name)</div> <div>(Company Registration No: _____), a corporation incorporated in <u>insert country</u> and having its registered address at _____ (the “<b>Supplier</b>”)</div> <div><b>Notices and correspondence</b> Address : _____ _____ Email: _____ Fax: _____ Representative: _____</div>	
SCOPE OF STATEMENT OF WORK		
<b>Part (3)</b> <b>Products &amp; Stock Quantity</b>	<b>Products</b>	<b>Stock Quantity</b>
	• <u>to be specified from list of Master Products</u>	<u>insert</u>
	• <u>to be specified from list of Master Products</u>	<u>insert</u>

	<ul style="list-style-type: none"> <li>• [to be specified from list of Master Products] [insert]</li> </ul>												
<b>Part (4)</b> <b>Equipment, Quantity &amp; Loan Period</b>	<table border="1"> <thead> <tr> <th>Equipment</th> <th>Quantity</th> <th>Loan Period</th> </tr> </thead> <tbody> <tr> <td>• [to be specified from list of Master Equipment]</td> <td>[insert]</td> <td>[insert duration of loan]</td> </tr> <tr> <td>• [to be specified from list of Master Equipment]</td> <td>[insert]</td> <td>[insert duration of loan]</td> </tr> <tr> <td>• [to be specified from list of Master Equipment]</td> <td>[insert]</td> <td>[insert duration of loan]</td> </tr> </tbody> </table>	Equipment	Quantity	Loan Period	• [to be specified from list of Master Equipment]	[insert]	[insert duration of loan]	• [to be specified from list of Master Equipment]	[insert]	[insert duration of loan]	• [to be specified from list of Master Equipment]	[insert]	[insert duration of loan]
Equipment	Quantity	Loan Period											
• [to be specified from list of Master Equipment]	[insert]	[insert duration of loan]											
• [to be specified from list of Master Equipment]	[insert]	[insert duration of loan]											
• [to be specified from list of Master Equipment]	[insert]	[insert duration of loan]											
<b>Part (5)</b> <b>Deliverables</b>	<p>[To set out here all deliverables (including Products and any deliverables/services that are <i>not</i> from the list of Master Products) required to be provided by Supplier. “<i>Deliverables</i>” is used to refer to <u>all</u> physical goods and materials that Supplier is to supply or furnish to Contracting Company and it <u>must</u> include the Products.</p> <p>“<b>Deliverables</b>” means the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> the Products;</li> <li><input type="checkbox"/> the Equipment; and</li> <li><input type="checkbox"/> [insert item]</li> <li><input type="checkbox"/> [insert item]</li> <li><input type="checkbox"/> [insert item]</li> </ul>												
<b>Part (5A)</b> <b>Documentation</b>	<p>[This part may be used to supplement the definition by referring to specific types of documentation that could be required for a particular engagement with a Supplier. Once finalised, the stipulated options will be ‘locked-in’ in this template Statement of Work. This Part would then be ready for Contracting Company to select the required specific documentation for greater clarity]</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> [insert details of type of documentation required]</li> <li><input type="checkbox"/> [insert details of type of documentation required]</li> <li><input type="checkbox"/> [insert details of type of documentation required]</li> </ul>												
<b>Part (6)</b> <b>Delivery Plan</b>	<p>[The following are some sample delivery schedules included for your consideration]</p> <p>“<b>Delivery Plan</b>” means the following time schedule:</p> <ul style="list-style-type: none"> <li>• All Deliverables must be delivered to Delivery Location by Delivery Date.</li> <li>• All Deliverables must be ready for Company Inspections at the Delivery Location within [state timeframe (in days/weeks)] from Delivery Date.</li> <li>• [state other events/services and their corresponding date of completion]</li> </ul>												
<b>Part (7)</b> <b>Terms of Delivery</b>	<ul style="list-style-type: none"> <li>• <b>Delivery Location(s):</b> [state address] <ul style="list-style-type: none"> <li>○ <b>Products:</b> [state address]</li> <li>○ <b>Equipment:</b> [state address]</li> </ul> </li> <li>• <b>Delivery Date(s):</b> <ul style="list-style-type: none"> <li>○ <b>Products:</b> [state time and date preferably with reference to the “Statement of Work Date” (e.g. “7 business days from the Statement of Work Date”)]</li> <li>○ <b>Equipment:</b> [state time and date preferably with reference to the “Statement of Work Date” (e.g. “1 business day from the Statement of Work Date”)]</li> </ul> </li> </ul>												

<b>Part (8) Contracting Company Premises</b>	<p>[To set out here the premises of Contracting Company. In particular, the locations should the location(s) where the Deliverables would be stored, maintained or installed.]</p> <p>“Contracting Company Premises” includes the following:</p> <ul style="list-style-type: none"> <li>• [insert location];</li> <li>• [insert location];</li> <li>• Delivery Locations,</li> </ul> <p>and such other locations as may be designated by Contracting Company in writing from time to time.</p>
<b>Part (9) Services</b>	<p>[To set out here all services and descriptions thereof, if any, that a Contracting Company may choose. Once finalised, the stipulated options will be “locked-in” in this template Statement of Work. This Part would then be ready for Contracting Company to select the required specific service for greater clarity.]</p> <ul style="list-style-type: none"> <li>• Maintenance Services;</li> <li>• [insert description of service]</li> <li>• [insert description of service]</li> <li>• [insert description of service]</li> </ul>
<b>Part (10) Service Levels and Service Level Credits</b>	<p>[To set out here all service levels and service level credit regimes, if any (e.g. for Maintenance Services). Once finalised, these will be “locked-in” in this template Statement of Work.]</p> <ul style="list-style-type: none"> <li>• <b>Service Levels</b> <ul style="list-style-type: none"> <li>○ [e.g. <b>Maintenance Services:</b> insert description]</li> </ul> </li> <li>• <b>Service Level Credits</b> <ul style="list-style-type: none"> <li>○ [e.g. <b>Maintenance Services:</b> insert description]</li> </ul> </li> </ul>
<b>FINANCIALS</b>	
<b>Part (11) Charges</b>	<p>“Charges” shall comprise of the following:</p> <ul style="list-style-type: none"> <li>• <b>Product Costs</b> (applicable only to consigned Products that are purchased by Contracting Company): SGD[insert amount] (including all applicable discounts) [To insert agreed pricing that are aligned with unit pricing set out in the Master Agreement]</li> <li>• <b>Equipment Loan Costs:</b> SGD[insert amount if applicable, if not to state NIL] (including all applicable discounts) [To insert agreed pricing that are aligned with unit pricing set out in the Master Agreement]</li> <li>• <b>Other Costs:</b> SGD[insert amount if applicable, e.g. for any services, if not to state “NIL”]</li> </ul>
<b>Part (12) Payment Schedule</b>	<ul style="list-style-type: none"> <li>• [Payment of all Charges shall be made within [60] days after the date Contracting Company receives Supplier’s invoice.]</li> </ul>
<b>VARIATIONS</b>	
<b>Part (13) Variations to Master Agreement</b>	<p>[Only the following variations (which relates to obligations between Contracting Company and Supplier) are allowed. ALPS to insert permitted variances below (which will be ‘locked-in’ in this template Statement of Work and is ready for Contracting Company to select when deciding to issue a Statement of Work)]</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> [state variance that may be made]: [describe variance]</li> <li><input type="checkbox"/> [state variance that may be made]: [describe variance]</li> <li><input type="checkbox"/> [state variance that may be made]: [describe variance]</li> </ul>



The Parties acknowledge and agree that this Statement of Work has been entered into on the Statement of Work Date.

<b>Contracting Company</b>	<b>Supplier</b>
<hr/>	<hr/>
(sign above)	(sign above)
Name <hr/>	Name <hr/>
Title: <hr/>	Title: <hr/>
For and on behalf of	For and on behalf of
[Select one of the two options below, depending on the entity signing the SOW]	[insert name of Supplier]
[ALPS Pte. Ltd. (acting in its capacity as agent of [insert name of Contracting Company])]	
[insert name of Contracting Company]	

## **Schedule 7**

### **Personal Data**

1. The Supplier acknowledges that the Contracting Company's Personal Data is the property of the Contracting Company and the Contracting Company retains all rights, title and interest (including all Intellectual Property Rights) which may, at any time, subsist in and to the Contracting Company's Personal Data. To the extent that any rights in any of the Contracting Company's Personal Data vest in the Supplier by operation of law, such rights are hereby assigned by the Supplier to the Contracting Company by operation of this Clause immediately upon such vesting.
2. The Supplier agrees and undertakes, and shall procure that its directors, officers, employees, representatives, agents, advisers and Subcontractors (together with the Supplier, each a "**Data Handler**") agree and undertake, to the Contracting Company as follows:
  - i. any collection or use of the Contracting Company's Personal Data shall be strictly for the performance of the Supplier's obligations under the relevant Contract to the Contracting Company and that no collection, use or disclosure of any Contracting Company's Personal Data shall be permitted without the consent of the Contracting Company, and in any event, must not exceed any consents provided by any person in connection therewith to whom the Contracting Company's Personal Data relates, unless otherwise permitted at law;
  - ii. to the extent that any of the Data Handlers collects, uses or discloses the Contracting Company's Personal Data where the consent therefor has not been obtained directly from the individuals to which the Contracting Company's Personal Data relates, such Data Handler agrees and acknowledges that it or he does so at its or his own risk, and such Data Handler shall at its or his own expense ensure that all necessary consents in accordance with all applicable laws and regulations, including without limitation the PDPA, have been obtained from the relevant individuals;
  - iii. each of the Data Handlers shall keep all Contracting Company's Personal Data confidential and not disclose the Contracting Company's Personal Data to any person unless such Data Handler:
    1. shall have obtained the prior written consent of the Contracting Company, which consent may be subject to such reasonable conditions that the Contracting Company may impose but without derogating from the spirit and intent of the relevant Contract in permitting the use of the Contracting Company's Personal Data; or
    2. such disclosure is made in response to a valid court order, to the extent legally required in response to a request from a law enforcement agency or in order to comply with applicable laws, in which case such Data Handler shall immediately notify the Contracting Company when it becomes aware that a disclosure of the Contracting Company's Personal Data may be required in order to comply with applicable law and explain the necessity of such disclosure;

- iv. each of the Data Handlers shall employ administrative, physical and technical safeguards (including safeguards against worms, Trojan horses, and other disabling or damaging codes) to ensure that the Contracting Company's Personal Data is afforded protection in accordance with the PDPA;
  - v. each of the Data Handlers shall immediately notify the Contracting Company of any breaches of security that may result in the unauthorised collection, access, use or disclosure of the Contracting Company's Personal Data. Such Data Handler shall make all reasonable efforts to assist the Contracting Company in relation to the investigation and or litigation with respect to this unauthorised access, use or disclosure of the Contracting Company's Personal Data;
  - vi. each of the Data Handlers shall, in respect of any Contracting Company's Personal Data collected, used, disclosed, accessed and/or processed by such Data Handler in connection with the relevant Contract, comply with any requests, directions or guidelines which the Contracting Company may provide such Data Handler from time to time;
  - vii. each of the Data Handlers shall appoint an officer to address all requirements of Section 11 of the PDPA and other applicable laws and regulations in relation to the Contracting Company's Personal Data, and ensure that all of the Data Handlers (where applicable) are fully trained to ensure compliance with the requirements herein and at law relating to the Contracting Company's Personal Data;
  - viii. upon the expiry or termination of the relevant Contract, each of the Data Handlers shall deliver to the Contracting Company in a form specified by the Contracting Company all records relating to any Contracting Company's Personal Data which it or he has collected, used or disclosed in connection with the relevant Contract, together with all documentation, books, records and evidence of any and all consents or agreements with third parties relating to such Contracting Company's Personal Data. Such Data Handler shall thereafter at its or his own cost and expense return, delete, expunge or destroy such Contracting Company's Personal Data and all records thereof and provide upon the Contracting Company's request such evidence of deletion or destruction as the Contracting Company may require; and
  - ix. each of the Data Handlers agrees to fully defend, indemnify and hold harmless the Contracting Company, and its directors, employees, representatives and agents from and against any claim, action, demand or complaint, as well as all liabilities, judgments, penalties, compounds, losses, costs, damages and expenses which the Contracting Company or its related corporations or associated companies may suffer in connection with any breach of the relevant Contract, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of any of the Data Handlers or otherwise howsoever. This Clause shall survive the expiry or termination of the relevant Contract (howsoever caused).
3. The Supplier shall, and shall procure each of the other Data Handlers to, keep complete and proper books, records and documentation relating to all collection, use and disclosure of the Contracting Company's Personal Data, all consents relating thereto, and shall upon

reasonable notice by the Contracting Company provide unrestricted access to it or its agents or representatives to such books, records and documentation (including information stored in computerised form), and allow the Contracting Company or its agents or representatives to make copies thereof. The Supplier shall further, and shall procure each of other Data Handlers to, provide such information as the Contracting Company may from time to time require to verify compliance with its obligations under the relevant Contract or at law.

4. The Supplier shall not transfer the Contracting Company Personal Data to a place outside Singapore without the Contracting Company's prior written consent, which consent, if given, may be provided subject to the Supplier issuing such written undertakings or agreeing to further terms as the Contracting Company may require, including but not limited to the review of the taking of such steps as the Contracting Company may deem reasonable for ensuring that a standard of protection comparable to the protection under the PDPA is achieved.
5. For the purposes of this Schedule,
  - i. **"Contracting Company's Personal Data"** means any personal data, as defined in the PDPA, collected by the Contracting Company and/or its related corporations, their agents and representatives, and third party service providers and disclosed to the Supplier by any of the aforesaid persons for the purpose of the relevant Contract; and
  - ii. any capitalised terms used in this Schedule which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.

**Schedule 8**  
**HIM-ICT (Security Document)**

*[insert security document]*

**Schedule 9**  
**Form of Banker's Bond**

*[insert form of Banker's Bond]*

**In witness whereof** this Master Agreement has been entered into on the date stated at the beginning.

**ALPS**

SIGNED by \_\_\_\_\_

for and on behalf of

**ALPS Pte. Ltd.**

in the presence of:



\_\_\_\_\_  
Witness' signature

Name:

Address:

**Supplier**

SIGNED by \_\_\_\_\_

for and on behalf of

**[insert]**

in the presence of:



\_\_\_\_\_  
Witness' signature

Name:

Address: