

Simple Supply Agreement

1. DEFINITIONS

'Affiliate' means a corporation, partnership or a joint venture entity in which a Singtel Group Company or Optus Group Company, as the case may be, whether directly or indirectly has a substantial holding or shareholding and includes a Related Corporation.

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

'Change in Control of the Supplier' means that after the date of the Contract:

- (a) any person (other than a Supplier Group Company), becomes entitled to a Controlling stake in the issued voting shares of the Supplier or any of its Related Corporations. For the purpose of this Clause, "Control" or "Controlling" means the power to appoint the board of directors of the Supplier or Supplier Group Companies or the ability whether directly or indirectly to substantially direct or substantially influence the management and policies of the Supplier or Supplier Group Companies;
- (b) a Competitor appoints a member of the board of directors of the Supplier or any of its majority owned subsidiaries as Competitor's executive director;
- (c) the Supplier or any of its majority owned subsidiaries appoints a member of the board of directors of a Competitor as Supplier's or any of its majority owned subsidiaries' executive director; or
- (d) the Supplier, or any of its Related Corporations, enters into a registered partnership or incorporated joint venture arrangements with a Competitor to sell or market to customers in Competitive Markets.

'Competitor' means any entity that provides telecommunications, broadcasting or electronic information services within Singapore, Australia or any other jurisdiction in which the Customer operates (as applicable) that competes with any goods and services provided by any Singtel Group Company.

'Competitive Markets' means Singapore, Australia and any other geographic market in which the Customer operates.

'Confidential Information' includes, but is not limited to all information of a confidential or proprietary nature relating to or supplied in connection with the Contract by the Customer and/or its Related Corporations including but not limited to Personal Data, Customer Data, trade secrets, know-how, show-how, patents research, development or technical information, confidential and proprietary product or information, Intellectual Property Rights, business plans, operations or systems, financial and trading positions, details of or relating to customers, information supplied by or collected for customers, suppliers, debtors or creditors, information relating to the officers, directors or employees of the Customer and/or its

Related Corporations, marketing information, brochures, printed matter, rates and rate tables, contracts regardless of form, format or media including, without limitation, written (including electronic), verbal, or information reduced to tangible form and also includes information communicated, made accessible or obtained by the Supplier through systems access, through meetings, documents, correspondence or inspection of tangible items.

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

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

'Customer Data' means all information and Personal Data stored by or accessible within the Customer's information infrastructure and all information collected by the Supplier that relates to a Customer or a customer of a Customer and/or the Supplies arising from or in relation to performance of Supplier's obligations under the Contract.

'Deliver' or **'Delivery'** means provision of Supplies that meet the Specifications or requirements, to or at a site, warehouse or any other location designated by the Customer.

'Documentation' means:

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

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

'Foreground Intellectual Property' means:

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

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

'Harmful Code' means any hardware, computer code, including any malware and/or software, that is harmful, destructive, disabling or which assists in or enables unlawful access, theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data including viruses, worms, spyware, adware, keyloggers, trojans, and any new type of threats.

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

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

- (a) a resolution is passed for the winding up of a party;
- (b) a liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator; or administrator of a deed of company arrangement is appointed to all or any part of the property of a party;
- (c) a mortgagee takes possession of, all or any part of the business or assets of a party;
- (d) a party makes any composition or arrangement or assignment with or for the benefit of its creditors;
- (e) a party or any creditor appoints a voluntary administrator or a resolution is passed for that party to execute a deed of company arrangement;
- (f) a party ceases, or threatens to cease to carry on its business; or
- (g) a party is or becomes unable to pay its debts when they are due.

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

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

'Laws' means any applicable statute, regulation, by-law, order, ordinance, subordinate legislation, Sanctions or the like in force from time to time (a) whether in or outside of Singapore or Australia, or (b) such other jurisdiction in which a party is incorporated, or (c) such other jurisdiction in which the Supplier is performing its obligations under this Contract and includes the common law as applicable from time to time and any applicable industry codes or standards.

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

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

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

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

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

'Regulatory Authority' means the ACCC, ACMA, IMDA, PDPC, the Privacy Commissioner of Australia, and any other regulator, a public official, a government minister, department or statutory body that has jurisdiction whether in or outside of Singapore or Australia, or is a controlling body, in relation to an event arising from this Contract, or in relation to the subject of Sanctions any relevant authority, regulator, public official including the United Nations, government minister, department or statutory body with competence to issue, impose, administer or enforce such Sanctions whether in or outside of Singapore or Australia.

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

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

'Sanctions' means any sanctions, prohibitions, guidance, directions, and/or orders issued by a Regulatory Authority in relation to import/export control laws, regulations and/or any other trade compliance.

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

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

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

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

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

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

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

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

'**Supplier Group Companies**' means the Supplier and/or each of its Related Corporations.

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

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

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

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

2. SUPPLIES

2.1 The Customer may purchase the Supplies by issuing a Purchase Order to the Supplier. The Purchase Order must include the Schedule reference number (where a Schedule is used) or a Purchase Order requisition number. The Supplier agrees that where the Schedule is not used, then the details relating to the Supplies will be set out in the Purchase Order.

2.2 The Supplier must upon Customer's issuance of a Purchase Order supply the Supplies in accordance with the Contract and, where applicable, by the Due Date.

2.3 Notwithstanding anything to the contrary in the Contract, the Supplier will provide such resources and utilise such employees and/or subcontractors (where those subcontractors have been approved in writing by Customer) as it deems necessary to provide the Supplies.

2.4 Subject to **Clause 2.5**, no confirmation, shipment or delivery docket, invoice or other similar document issued by or on behalf of the Supplier or Customer (including the terms on any pre-printed purchase order form, quote or shrink wrap licence) will vary, prevail over or form part of the Contract.

2.5 Where a quote is attached to a Purchase Order, only the Prices and the description of Supplies in that quote will form part of the Contract, provided that if there is any conflict or inconsistency with the Purchase Order, the Purchase Order will prevail.

2.6 If the Supplies include goods, title to, and risk in those goods passes to Customer upon acceptance of those goods by Customer where acceptance procedures are set out in the Schedule, or if no acceptance criteria are set out in the Schedule, the Supplier must satisfy the Customer that the goods delivered conform to the Specifications in order for the Customer to accept the goods.

2.7 The Customer shall reject any Supplies that, in the Customer's reasonable opinion, are defective or fail to meet the acceptance procedures set out in the Schedule or fail to conform to the Specification and/or the Contract in any manner. In such event the Supplier shall at its own cost re-perform, repair or replace, at the Customer's option, the defective Supplies without delay, and in the case of goods, return freight pre-paid. If the Supplier fails to perform the foregoing, the Customer may, without prejudice to the other rights and remedies of the Customer at law or in equity: (a) claim Losses for such failure; (b) terminate the Contract; (c) draw down on the whole or any part of the Security Deposit (if any); and/or (d) obtain the Supplies from other sources and recover the Losses from the Supplier in respect of obtaining such supply from other sources.

3. PAYMENT

3.1 Unless expressly stated in the Schedule:

- (a) the Price for Supplies is the maximum price that may be charged under the Contract and is inclusive of Incidental Costs (excluding GST); and
- (b) all Prices stated in are in Singapore dollars and the price is fixed regardless of changes in exchange rates.

- 3.2 The Supplier may invoice Customer the Price payable for the Supplies when those Supplies are accepted by Customer in accordance with the acceptance procedures set out in the Schedule. If Customer's obligation to pay any amount would otherwise but for this clause fall due on a Saturday or Sunday or a day that is not a business day, then the date for meeting the payment obligation is extended to the next business day.
- 3.3 The Supplier must ensure that each invoice:
- clearly identifies the Supplies to which it relates;
 - clearly identifies the number of the Purchase Order to which that invoice relates;
 - itemises any GST payable on the provision of those Supplies; and
 - is, where applicable, a valid Tax Invoice for GST purposes.
- 3.4 Customer will pay each invoice of the Supplier within thirty (30) days after the end of the month in which the invoice was received by Customer unless:
- that invoice does not comply with **Clause 3.3**, in which case the Supplier must issue a complying invoice; or
 - Customer disputes the amount of that invoice, in which case Customer will pay the undisputed amount, and the parties must resolve the dispute by amicable negotiation.
- 3.5 If the Supplier or any of its Related Corporation owes any amount to Customer under the Contract or to any Singtel Group Company, Customer may:
- set off that amount against any amounts Customer owes to the Supplier under the Contract; or
 - invoice the Supplier for that amount, in which case the Supplier must pay each invoice within thirty (30) days from the date that the invoice is received by the Supplier.
- 4. FAILURE OR DELAY IN DELIVERY**
- 4.1 If a Contract includes any Due Dates, the Supplier acknowledges that time is of the essence in effecting the delivery of the Supplies.
- 4.2 If the Supplier becomes aware of a potential or actual delay in delivery the Supplier must:
- immediately notify Customer in writing of that actual or potential delay;
 - prepare and submit to Customer in writing the steps being undertaken to overcome the delay and, if applicable, a workaround plan; and
 - comply with any workaround plans agreed in writing with Customer and all reasonable requests made by Customer to prevent or rectify the delay. Customer may, in its discretion, agree in writing to extend a Due Date.
- 4.3 If the Supplier fails to meet a Due Date, without prejudice to the other rights and remedies of Customer, Customer may at its election by notice to the Supplier do any or all of the following:
- impose liquidated damages at the rate of one percent (1%) of the Price per week or part thereof up to a maximum of ten percent (10%) of the Price;
 - claim Losses for such failure;
 - draw down on the whole or any part of the Security Deposit (if any);
 - negotiate a variation in accordance with **Clause 13.6**; and/or
 - terminate the Contract either in whole or in part.
- 5. TERM AND TERMINATION**
- 5.1 The term of the Contract is specified in the Schedule unless:
- it is extended by agreement between the parties in writing prior to expiry; or
 - it is terminated pursuant to **Clauses 5.2** or **5.3**.
- 5.2 Customer may terminate the Contract in whole or part for convenience by giving the Supplier thirty (30) days' notice without being liable to the Supplier in Losses or otherwise.
- 5.3 Customer may terminate this Contract with immediate effect by giving written notice to the Supplier if:
- without limiting **Clause 5.3(c)**, the Supplier breaches any material provision of this Contract and that breach is not capable of remedy;
 - without limiting **Clause 5.3(c)**, the Supplier breaches any material provision of this Contract that is able to be remedied and fails to remedy the breach within thirty (30) days after receiving written notice requiring it to do so;
 - the Supplier breaches **Clauses 6.1(d)** or **6.1 (e)** (Warranties), any part of **Clause 12** (Confidentiality and Privacy), any part of **Clause 13** (Cybersecurity), **Clause 14.10**

(Singtel Group Supplier Code of Conduct), **Clause 14.11** (Anti-Bribery and Corruption), **Clause 14.12**, or **Clause 14.13**;

- (d) an Insolvency Event occurs in respect of the Supplier; or
- (e) there is a Change in Control of the Supplier.

5.4 The Supplier may terminate this Contract by giving written notice of at least thirty (30) days to Customer if an Insolvency Event occurs in respect of Customer.

5.5 Termination of this Contract does not affect any accrued rights or remedies a party may have.

5.6 Regardless of termination or expiration of this Contract, the rights and obligations of the parties under the terms of this Contract which by their context, intent and meaning would reasonably be expected to survive such termination or expiration or any part thereof will so survive, including but not limited to Clauses 4 (Failure or Delay in Delivery), 6 (Warranties), 7 (Indemnities), 8 (Insurance), 9 (Liability), 10 (Intellectual Property Rights), 12 (Confidentiality and Privacy) and 14.8 (Governing Law and Jurisdiction).

5.7 The Supplier shall provide prior written notice to Customer, specifying the nature of the Change in Control of the Supplier, the date on which it will occur and the impact of the transaction on the Supplier Group Companies. Such written notice shall be issued no later than three (3) months prior to the effective date of the Change in Control of the Supplier. The Supplier agrees to provide further information regarding the transaction as reasonably requested by the Customer.

5.8 Upon expiry or termination of this Contract for any reason, all Foreground Intellectual Property in the possession of the Supplier must be delivered up to the Customer within five (5) business days. Upon the Customer's request, the Supplier must provide reasonable assistance to assist the Customer's personnel to understand the Foreground Intellectual Property, including the transfer of know-how.

6. WARRANTIES

6.1 The Supplier warrants that:

- (a) all goods:
 - (i) are and will continue during a ninety (90) day period for Software and otherwise for a twelve (12) month warranty period commencing from the date of acceptance of the goods by Customer or such other period specified in the Schedule ("**Warranty Period**") to be in good working order;

- (ii) are free from defects in design, materials, workmanship and installation;
- (iii) are of acceptable quality and fit for any disclosed purpose and use;
- (iv) match the description, sample or demonstration model; and
- (v) have clear title and with a right to undisturbed possession and do not have undisclosed securities;

(b) all services will be provided in accordance with any relevant and applicable Specifications and with due care and skill, by competent and trained personnel;

(c) Customer's receipt, and reasonable and foreseeable use of the Supplies will not infringe any Intellectual Property Right or moral rights of any person;

(d) the Supplies and all of its obligations including the provision of the Supplies will be carried out in compliance with all Laws or other regulations, declarations or directions issued by any Regulatory Authority; and

(e) it will not introduce any Harmful Code into (i) any Supplies provided by (or on behalf of) the Supplier; (ii) the solutions or systems used in connection with the services or Software, or (iii) the equipment, networks, software, systems and/or solutions of any Singtel Group Company which is made available to the Supplier in connection with the Contract.

6.2 If at any time during the Warranty Period the Supplier becomes aware, or Customer notifies the Supplier of any failure of a supply to comply with any of the warranties given under clause 6.1, the Supplier, at its cost, will within the time specified by Customer, correct that failure at no cost to Customer (without limiting any rights or remedies the Customer may have).

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

7. INDEMNITIES

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

- (a) any breach of the terms of this Contract by the Supplier;

- (b) any injury to or death of:
 - (i) any of the Supplier's Personnel (other than injury or death suffered as a result of any act or omission of Customer); or
 - (ii) any other person, caused by, or contributed to by, an act or omission (including negligent acts, and omissions) of the Supplier or any of the Supplier's Personnel;
- (c) any Losses to any property caused by, or contributed to by, an act or omission (including negligent acts, and omissions) of the Supplier or any of the Supplier's Personnel;
- (d) any wilful, fraudulent, unlawful or negligent act or omission of the Supplier or any of the Supplier's Personnel;
- (e) any loss, misuse, unauthorised access, disclosure, alteration or destruction of any Personal Data collected by or stored with the Supplier or to which the Supplier has access, pursuant to the Contract;
- (f) a breach of **Clauses 6.1(d)** or **6.1(e)** (Warranties);
- (g) any breach of any part of **Clause 12** (Confidentiality and Privacy);
- (h) any breach of any part of **Clause 10** (Intellectual Property Rights);
- (i) any claim by a third party that the provision of the Supplies by the Supplier, or their use by a Singtel Group Company in accordance with this Contract, infringes the Intellectual Property Rights or other rights of any person; or
- (j) any breach of any part of **Clause 13** (Cybersecurity);
- (k) any breach of any part of **Clause 14.11** (Anti-Bribery and Corruption);
- (l) any breach of any part of **Clause 14.12 or 14.13**; or
- (m) any Sanctions issued prohibiting the provision, procurement, use and/or maintenance of the whole or part of any of the Supplies Delivered or to be Delivered, and whether in transit, installed or Accepted.

7.2 Notwithstanding anything contained in this Contract, in the event the Info-communications Media Development Authority of Singapore ("IMDA"), Personal Data Protection Commission ("PDPC"), or other relevant governmental authorities or law enforcement agencies

impose any fines, penalties or other pecuniary liabilities upon Customer by reason of the use or operation by Customer of the Supplies or for any other reason whatsoever, the Supplier shall fully indemnify and compensate Customer for the full amount of any fines, penalties or other pecuniary imposition imposed by IMDA, PDPC or any governmental authorities or other law enforcement agencies on Customer if the same results directly from any breach of the Contract or any act, negligent, omission, default or fraud of the Supplier or its Personnel.

8. INSURANCE

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

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

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

- (a) expressly provide for the waiver of any and all rights of subrogation against Customer to which the insurer may otherwise be entitled; and
- (b) include an automatic reinstatement clause, such that if the amount of insurance coverage is reduced as a result of a claim, then the level of insurance

coverage will automatically be restored to the amount that applied prior to the claim having been made, and the cost of any additional premium shall be met by the Supplier.

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

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

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

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

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

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

9. LIABILITY

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

9.2 Subject to **Clause 9.3**, except where to do so would contravene any statute or cause any part of this clause to be void or unenforceable, the aggregate cumulative liability of Customer and/or all the Singtel Group Companies (other than liability to pay the Price of the Supplies already accepted by Customer), whether in contract or tort (including negligence or breach of

statutory duty) or otherwise arising out of or in connection with the Contract, shall not exceed five percent (5%) of the Price paid or payable by Customer for the Supplies.

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

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

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

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

10. INTELLECTUAL PROPERTY RIGHTS

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

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

10.2 All rights or title, or interest in, all Foreground Intellectual Property shall on its creation vest immediately in and shall be the sole and exclusive property of Customer unless as otherwise agreed by the parties in writing. The Customer may at any time request in writing that the Supplier deliver up any Foreground Intellectual Property to the Customer and the Supplier must provide such Foreground Intellectual Property to the Customer within five (5) business days of the Customer's request. Upon the Customer's request, the Supplier must provide reasonable assistance to assist the Customer's personnel to understand the Foreground Intellectual Property, including the transfer of know-how.

- 10.3 To the extent necessary and required for the Supplier to Deliver Supplies under the Contract, the Customer may procure for or provide to the Supplier, a right to use Background Intellectual Property owned by the Customer or a third party for such limited purpose, at the Customer's sole discretion and subject to any notified terms and conditions. The Supplier undertakes not to, and not to cause a third party to, use such Background Intellectual Property for any unauthorised purpose, including but not limited to, any unauthorised use or application, reverse engineering, or aiding or assisting in the reverse engineering of all or any part of such Background Intellectual Property.
- (i) is done only to the extent necessary to perform its obligations under the Contract and strictly for its purpose(s); and
 - (ii) complies with all Laws, including without limitation, the Personal Data Protection Act 2012 (No.26 of 2012);

11. SECURITY DEPOSIT

- 11.1 If required under the Schedule, within two (2) weeks of the date of Contract or at any other time required by Customer, the Supplier shall lodge a Security Deposit in the Required Form for the due, faithful and complete performance of the Contract and the observance by the Supplier of all stipulations, conditions and obligations on the part of the Supplier herein contained.
- 11.2 In the event of default by the Supplier in complying with the stipulations, conditions and obligations contained in the Contract, the Supplier shall forfeit to Customer the Security Deposit or any part thereof as may be necessary to remedy such defaults or compensate Customer, provided that within three (3) months from the date of acceptance of all Supplies by Customer, and provided further that the stipulations, conditions and obligations on the Supplier's part have in the opinion of Customer been duly and faithfully observed, Customer shall return the cashier's order or discharge the banker's guarantee or performance bond for the full value or the balance thereof without any interest payable thereon by Customer to the Supplier, as the case may be.
- 11.3 If the Security Deposit is forfeited under this **Clause 11**, in whole or part, or drawn down pursuant to the Contract, the Supplier shall, if requested by Customer, immediately lodge with Customer an additional Security Deposit so that the aggregate amounts of all Security Deposits equal the amount specified in the definition of Security Deposit.
- (c) without limiting the effect of any other provision of this Contract, must not transfer Personal Data provided to it in a particular country outside of that country without Customer's prior written consent, and where such consent is given, ensure that the recipient of the Personal Data in the country where the Personal Data is transferred has entered into a written agreement with the Supplier and Customer which imposes on the recipient confidentiality and other terms that are no less restrictive than those imposed on the Supplier in this Contract;
 - (d) must, at its cost, promptly notify Customer of any actual, or suspected data breach relating to Personal Data;
 - (e) must, at its cost, provide all reasonable assistance to Customer in relation to any investigations or requests made by individuals or Singapore government authorities relating to Personal Data; and
 - (f) if requested by Customer, promptly return to Customer, or destroy, all copies of Personal Data that relates to this Contract.

12. CONFIDENTIALITY AND PRIVACY

- 12.1 The Supplier:
- (a) must ensure that it and its Personnel who has the "need to know", keep confidential all Confidential Information of Customer and not use or disclose Confidential Information except to fulfill its obligations under the Contract;
 - (b) must ensure that any collection, use, disclosure or transfer of Personal Data in the course of performing the Contract:
- 12.2 The Supplier must protect the confidentiality, availability and integrity of all Confidential Information of Customer, including but not limited to by:
- (a) implementing appropriate security policies, procedures and practices to secure such Confidential Information and Personal Data against unauthorized access, use or disclosure;
 - (b) complying with all applicable privacy, spam and cybercrime legislation; and
 - (c) allowing access to its Personnel strictly on a 'need to know' and confidential basis, and solely for the purpose(s) of the Contract.
- 12.3 Neither party shall be liable under this Clause for the disclosure or use of Confidential Information if the same:
- (a) is in or enters the public domain, other than by breach of the Contract; or
 - (b) is known to the receiving party on a non-confidential basis prior to disclosure pursuant to the Contract; or

- (c) is or has been lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; or
- (d) is required to be disclosed pursuant to any applicable Laws, rules or regulations or direction of Regulatory Authority or stock exchange or order of a relevant court of law provided that the receiving party shall notify the disclosing party of such disclosure; or
- (e) is disclosed by the Customer to its Affiliate, consultants or advisors in the normal course of business or operation of the Customer or Affiliate; or
- (f) is reasonably required by the Customer for the purpose of benchmarking with other suppliers,

provided always that any Personal Data is only dealt with as otherwise provided in **Clause 12.1**.

12.4 The Supplier must ensure that all of the Supplies delivered, systems, facilities and all other equipment and infrastructure used by the Supplier and any of its Personnel and subcontractors are free of Harmful Code and have anti-virus tools installed, enabled and configured to use the latest signature files provided by the anti-virus vendor.

12.5 The Supplier agrees and acknowledges that monetary damages are not a sufficient remedy for any breach of this Clause and that the Customer shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

13. CYBERSECURITY

13.1 In supplying the Supplies, the Supplier shall implement administrative, physical and technical safeguards that are no less rigorous than accepted industry practices on cybersecurity such as ISO27002, NIST Cybersecurity Framework, or other similar industry standards for cybersecurity.

13.2 When access to Singtel Group systems or networks are in the scope of the engagement, then without prejudice to the generality of **Clause 13.1**, the Supplier shall comply with all of the Customer’s cybersecurity requirements, directions, policies and procedures as specified in the Contract or which are notified to the Supplier from time to time during the term of the Contract.

13.3 If the Supplier becomes aware of any actual or suspected:

- (a) action taken through the use of computer networks that results in an actual or potentially adverse effect on the Supplier’s information system and/or Customer Data residing on that system (“**Cyber Incident**”); or

- (b) any other unauthorised access or use by a third party or misuse, damage or destruction by any person (“**Other Incident**”),

without limitation to any other obligations arising out of the Contract, the Supplier must:

- (c) notify the Customer in writing immediately after becoming aware of the Cyber Incident or Other Incident; and
- (d) comply with any directions issued by the Customer in connection with the Cyber Incident or Other Incident, including in relation to:
 - (i) obtaining evidence about how, when and by whom the Supplier’s information system and/or the Customer Data has or may have been compromised, providing it to the Customer on request, and preserving and protecting that evidence for a period of up to twelve (12) months;
 - (ii) implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident; and
 - (iii) preserving and protecting Customer Data (including as necessary reverting to any backup or alternative site or taking other action to recover Customer Data).

13.4 The Supplier must ensure that:

- (a) all subcontracts and other supply chain arrangements, which may allow or cause access to Customer Data, contain no provisions that are inconsistent with **Clauses 13.1 to 13.3**; and
- (b) all of the Supplier’s Personnel and subcontractors who have access to Customer Data comply with **Clauses 13.1 to 13.3**.

13.5 The Supplier must do all things necessary to confirm its compliance with the obligations set out in **Clause 12.2** and this **Clause 13**, as well as any applicable laws, regulations and industry standards on cybersecurity. Without limitation to the foregoing, upon the Customer’s written request, the Supplier:

- (a) shall promptly and accurately complete a written information security/cybersecurity questionnaire provided by the Customer or a third party on the Customer’s behalf regarding the Supplier’s business practices and information technology environment in relation to all Supplies being provided by the Supplier to the Customer pursuant to the Contract. The

Supplier shall fully cooperate with such inquiries; and

- (b) provides the Customer or, upon the Customer's election, a third party on the Customer's behalf, access to perform an assessment, audit, examination or review of all controls in the Supplier's physical and/or technical environment in relation to all Supplies being supplied to the Customer pursuant to the Contract. Such access shall include access to knowledgeable Supplier's Personnel, physical premises, documentation, infrastructure (including but not limited to facilities, networks, systems and equipment), application software and subcontractors that are used to supply the Supplies to the Customer under the Contract. In addition, upon the Customer's written request, the Supplier shall provide the Customer with the results of any audit by or on behalf of the Supplier performed that assesses the effectiveness of the Supplier's cybersecurity program as relevant to the Supplies being supplied to the Customer under the Contract. If the assessment, audit, examination or review identifies any breach, the Supplier shall do all things necessary to promptly remedy the breach. The requirement to remedy the breach is in addition to any other right or remedy of the Customer in the Contract.

14. GENERAL PROVISIONS

- 14.1 Neither party shall be liable for any failure to perform its obligations under this Contract if the failure results from events beyond the reasonable control of either Party. For the purpose of this Contract, such events shall include, without limitation, strikes, lockouts or other labour disputes, riots, civil disturbances, action or inaction of governmental authorities, epidemics, wars, acts of terrorism, embargoes, Acts of God or other catastrophes. In relation to **Clauses 14.12** and **14.13**, this clause shall not apply where Supplier's failure to perform its obligations under this Contract is caused by the Supplier's violation of Laws, or by the act or inaction of any governmental authorities or Regulatory Authority.
- 14.2 The Supplier must not assign or attempt to assign or otherwise transfer any right or obligation arising out of the Contract, without the written consent of Customer.
- 14.3 Customer may, in its discretion, assign any of its rights or transfer any of its obligations arising out of the Contract by giving notice to the Supplier.
- 14.4 Nothing in the Contract constitutes any relationship of employer and employee, principal and agent or partnership between any Singtel Group Company and the Supplier. Other than Singtel Group Companies which the Contract is intended to benefit, a person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B).

- 14.5 If any part of the Contract is illegal or unenforceable, the rest may be enforced to the extent possible.
- 14.6 Any variations to the Contract must be evidenced in writing signed by both parties. No failure on the part of a party to exercise, and no delay on its part in exercising, any right or remedy under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.
- 14.7 Notwithstanding anything in this Contract, Customer may, in its sole discretion, enter into any negotiations, arrangements or agreements with any person and entity (other than the Supplier) for the purchase or supply of the same or similar supplies contained or referred to in this Contract without being liable to Supplier in any way whatsoever.
- 14.8 This Contract is governed by the laws of Singapore and each party submits to the jurisdiction of the courts of Singapore.
- 14.9 This Contract constitutes the entire agreement between the parties as to its subject matter, and in relation to that subject matter, supersedes all previous agreements, arrangements and representations between the parties in relation to that subject matter.
- 14.10 The Supplier shall (and shall use its reasonable endeavors to procure that its Personnel shall) at all times comply with the Singtel Group Supplier Code of Conduct (a copy of which is available at: <https://www.singtel.com/about-us/tenders>) ("**SCC**"), as may be updated or varied from time to time, which includes but is not limited to the protection of the environment, employee health and safety, labour, and employment practice. The Customer may from time to time require the Supplier and/or its subcontractors (if any) to perform a self-assessment, and/or engage a third party to conduct an on-site evaluation and/or inspection of the Supplier's systems, processes, operations and/or facilities and/or of its subcontractors (if any) ("**Evaluation**") to ensure compliance of the SCC. The Evaluations shall be performed no more than once in any two (2) year period, and the cost of the Evaluation shall be borne by the Customer if the Evaluation reveals that the Supplier complies with the SCC. In the event the Supplier and/or its Personnel breach the SCC, the Supplier shall promptly notify the Customer and give full details of such breach. Without prejudice to the other rights and remedies of the Customer hereunder, at law or in equity, if the Supplier breaches the SCC, the Customer may terminate the Contract pursuant to Clause 5.3(c).
- 14.11 Anti-Bribery and Corruption:
- (a) The Supplier represents, warrants and agrees that the Supplier and all of its Personnel:
- (i) are in compliance and will remain in compliance with all applicable anti-

bribery Laws including but not limited to the Prevention of Corruption Act (Cap. 241) and the Penal Code (Cap. 224) of the Republic of Singapore, UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act and Australian Criminal Code Act 1995 (collectively, “**Anti-Bribery Laws**”); and

- (ii) prior to entering into this Contract has not, and shall not during the term of this Contract, give or offer to give or authorize to give to any person, or request or accept or authorize the request or acceptance of, directly or indirectly, any gratification, including any gift or consideration of any kind, facilitation payments, or anything of value (including without limitation to cash, cash equivalents like gifts, services, employment offers, loans, travel and entertainment, charitable donations, sponsorships, business opportunities, favourable contracts or giving anything even if nominal in value) as an inducement or reward for doing or not doing, or for having done or not done any action, or for receiving an improper or unfair advantage in relation to this Contract.

- (b) The Supplier shall immediately give written notice to the Customer upon a breach, or suspected breach, of any of its obligations under **Clause 14.11(a)**.

For the purposes of this Clause, “**Personnel**” means the Supplier’s employees, vendors, subcontractors, contractors, advisers, representatives, agents and any other third parties with whom the Supplier transacts.

14.12 Import and/or Export:

- (a) The Supplier acknowledges that the supply of the Supplies and related technical data may be subject to import, export or re-export authorisation from the Government of Singapore or other countries; and
- (b) The Supplier shall comply with all Laws including those in relation to import, export, re-export, and any restrictions on the transfer of goods, services or technology, familiarise itself with the relevant export authorisation procedures and obligations, and shall not directly or indirectly import, export or re-export any goods, services or related technical data or technology without first obtaining applicable authorisation from the relevant Regulatory Authority. On the Customer’s request, the Supplier shall promptly provide any other information required to comply with Laws including without limitation applicable export control classification number and country of origin.

- (c) In the case where the Supplier has, at the time of submission of its tender for the Supplies, stated that an import, export, re-export or other permit is not required to ship the Supplies to the Republic of Singapore or such other country as may be stipulated in a Purchase Order (the “**Foreign Country**”), when such import, export, re-export or other permit is required, then the Supplier shall be liable for any Damages which the Customer may sustain should there be a delay or refusal in the grant of import, export, re-export or other permit by appropriate authority for the shipment of the Supplies to the Republic of Singapore or to the Foreign Country, resulting in any delay or failure in the Delivery of the Supplies to the Customer.

14.13 The Supplier and/or each Supplier Group Company represents and warrants that neither it nor any of its officers, directors or Personnel:

- (a) is the subject of any Sanctions administered or enforced by any Regulatory Authority or listed under any US Restricted Persons List or other similar lists, regulations or orders issued by any Regulatory Authority;
- (b) have violated or during the term of this Contract will violate any Laws;

whether directly or indirectly export, re-export, import or transfer goods and/or services, or have funded or engaged, is funding or engaging, or will fund or engage in any activities with any individual or entity listed under the US Treasury Department’s list of Specially Designated Nation, the US Commerce Department’s Table of Denial Orders, US Embargoes Countries, US Restricted Persons Lists or listed under other similar lists, regulations or orders issued by any Regulatory Authority or involved in any activities restricted under the Law whether in connection with this Contract or otherwise; and

- (c) it shall not use any information, goods and/or services for military purposes including espionage (whether cyber-espionage attacks or otherwise) or sell, design, develop, produce, manufacture, stockpile or in any manner handle conventional weapons and/or nuclear, chemical, biological weapons or missiles (“**Weapons of Mass Destruction**”) in violation of any laws. The Supplier Group Companies further agrees that it will not provide any goods and/or services to any third party if the Supplier Group Companies know or there are sufficient reasons to suspect that the end user of any such goods and/or services will use them for military purposes including espionage (whether cyber-espionage attacks or otherwise) or for the development, and/or manufacture of any Weapons of Mass Destruction.

For the purposes of this Clause, “**US Embargoed Countries**” means countries that are subject to a comprehensive embargo under

the US Export Administration Regulations (“**EAR**”) or the US Office of Foreign Assets Control (“**OFAC**”) regulations (as of December 2012, Cuba, Iran, Sudan, Syria, and North Korea). “**US Restricted Persons List**” means the Denied Persons List, and the Entity List, both under the EAR including the OFAC’s list of Specially Designated Nationals and Blocked Persons.

Notwithstanding any provision to the contrary in this Contract, the Customer may suspend or terminate the Contract immediately without any liability to the Supplier, in the event of a breach by the Supplier of this Clause and/or **Clause 14.12**.

SIMPLE SUPPLY AGREEMENT - SCHEDULE						
CUSTOMER DETAILS						
Company Name						
Company Reg No.						
CUSTOMER CONTRACT REPRESENTATIVE						
Name						
Telephone						
Mobile						
Email						
Address						
SUPPLIER DETAILS						
Company Name						
Company Reg No.						
Trading Name						
SUPPLIER CONTRACT REPRESENTATIVE						
Name						
Telephone						
Mobile						
Email						
Address						
Postal Address						
FEES AND CHARGES						
Monthly Fees (ex. GST)						
Minimum Period (Months)						
Total Contract Value (ex. GST)						
Total GST						
Total Contract Value (incl. GST)						
SECURITY DEPOSIT						
If a Security Deposit of 5% is required, insert amount here: [\$]						
Tick here if a Security Deposit is <u>not</u> required: []						
If a Security Deposit in excess of 5% is required, insert amount here: [\$ (%)]						
ITEM						
MATERIAL NUMBER	DESCRIPTION	SUPPLIER PART NUMBER	QUANTITY	UNIT PRICE	TOTAL	
					TOTAL LINE ITEM PRICE (SGD)	\$
DETAILS OF SUPPLIES (CONTRACT DESCRIPTION – EG. SUPPLY OF LABELS)						
SUPPORT PERIOD						
CONTRACT PERIOD						
The Supplies will be provided for a period of [] months, commencing [Effective Date] and ending on [date] (Expiry Date)						
PERFORMANCE STANDARDS AND MEASURES (IF ANY)						
ACCEPTANCE TESTING PROCEDURE (IF APPLICABLE)						
WARRANTY PERIOD (IF DIFFERS FROM THOSE STATED IN CLAUSE 6.1(a)(i))						
The Warranty Period shall be for a period of [] days/months/years commencing from []						
RESPONSE AND RESTORATION TIMES (IF APPLICABLE)						
PROJECT PLAN WITH TIME OF MAJOR DELIVERABLES AND MILESTONES						
FACILITIES AND ASSISTANCE TO BE PROVIDED BY CUSTOMER (IF ANY)						
DOCUMENTATION TO BE PROVIDED TO CUSTOMER (IF ANY)						
KEY PERSON TO BE PROVIDED BY THE SUPPLIER						

This Schedule shall form part of the Contract, and the terms and conditions of the Simple Supply Agreement shall apply to this Schedule and the provision of the Supplies.