

Dated [•]

SATS LTD.

and

[•]

**PROVISION OF TRANSPORT SERVICES FOR SATS STAFF
AGREEMENT**

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This Provision of Transport Services for SATS Staff Agreement is made on [click here and type date] between:

- (1) **SATS Ltd.** (Company Registration Number **197201770G**), a company incorporated in Singapore and having its registered office at 20 Airport Boulevard, Singapore 819659 (the “**Company**”); and
- (2) **[Click here and type name]** (Company Registration Number **[•]**), a company incorporated in Singapore and having its registered office at **[•]** (the “**Contractor**”).

Whereas:

- (A) The Company wishes to obtain the Agreed Services (as defined below) and appoint the Contractor to provide such services.
- (B) The Contractor has agreed to provide the Agreed Services to the Company, upon the terms and conditions hereinafter set forth.

It is agreed as follows:

1. Definitions and Interpretation

1.1 The terms and expressions hereinafter set out shall for the purposes of this Agreement have the following meanings, unless the context otherwise requires:

- 1.1.1 “**Addendum for Additional Services**” means a letter signed by the Company and the Contractor substantially in the form prescribed in Schedule 3.
- 1.1.2 “**Additional Services**” means the above services other than the Agreed Services, described in an Addendum for Additional Services.
- 1.1.3 “**Affiliate**” in relation to any person (“the first mentioned person”) means any person (“the second mentioned person”) which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the first mentioned person, and includes any other person which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the second mentioned person.
- 1.1.4 “**Agreed Services**” means services described in, and to be performed in accordance with Schedule 1.
- 1.1.5 “**Agreement**” means the main body of this Agreement and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing.
- 1.1.6 “**Commencement Date**” means **[]** or such other date as the Parties may agree in writing.
- 1.1.7 “**Company’s Supervisor**” means such person(s) as the Company may assign from time to time to act as the “Company’s Supervisor” for the purposes of this Agreement.

- 1.1.8 “**Control**” in relation to any person means either of the following:
- (i) the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the board of directors of that person; or
 - (ii) the ownership of not less than fifty per cent. (50%) of the total issued voting shares or stock in that person,
- and “**Controlled**” shall be construed accordingly.
- 1.1.9 “**Contractor’s Personnel**” means any officer, employee, servant, agent or permitted subcontractor of the Contractor assigned by the Contractor at any time to perform or provide the Services or any part thereof.
- 1.1.10 “**Non-Conforming Services**” shall have the meaning ascribed to it in Clause 10.1.
- 1.1.11 “**Parties**” means the Company and the Contractor, and “**Party**” means either of them.
- 1.1.12 “**Premises**” means SATS Premises or such other place as the Company may from time to time notify the Contractor in writing.
- 1.1.13 “**Schedule of Rates for Agreed Services**” means the Schedule of Rates for Agreed Services annexed to this Agreement as Schedule 4.
- 1.1.14 “**Security Deposit**” shall have the meaning ascribed to it in Clause 8.1.
- 1.1.15 “**Services**” means the Agreed Services and the Additional Services (if any), or any part thereof, including any and all miscellaneous and ancillary work which may reasonably be required for the due execution and completion of such services in accordance with this Agreement, whether or not expressly specified in this Agreement.
- 1.1.16 “**Specified Currency**” means Singapore Dollars.
- 1.1.17 “**Standards**” means the standards required of the Contractor in the performance of the Services, being that of due skill, care and diligence, and the performance of such Services in an expeditious, and a proper and workmanlike manner and in accordance with best industry practices and recognised professional standards, and as may otherwise be set out in Schedule 1.
- 1.1.18 “**\$**” means the lawful currency of the Republic of Singapore.
- 1.1.19 “**Term**” means the period commencing on the Commencement Date and ending on the 1 anniversary of the Commencement Date.
- 1.2 References to a statute or statutory provision include that statute or provision as from time to time modified, re-enacted or consolidated, whether before or after the date of this Agreement.
- 1.3 The headings and sub-headings of the provisions of this Agreement are to facilitate reference only and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation thereof.
- 1.4 Unless the context otherwise requires, in this Agreement:
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- 1.4.1 words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders;
 - 1.4.2 the terms “**hereof**”, “**herein**”, “**hereby**”, “**hereto**” and similar words refer to this entire Agreement and not any particular Clause, or any other subdivision of this Agreement;
 - 1.4.3 the words “**include**” or “**including**” shall be deemed to be followed by “**without limitation**” or “**but not limited to**”, whether or not they are followed by such phrases or words of like import;
 - 1.4.4 references to any “**person**” include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority;
 - 1.4.5 references to “**Clause**”, “**Schedule**” or “**Appendix**” or any other agreement or document in this Agreement shall be construed as references to the clauses, schedules or appendices of this Agreement, or such other agreement or document, as may be amended, modified or supplemented from time to time, and shall 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; and
 - 1.4.6 any reference to any Party shall be construed as a reference to such Party's successors and permitted assigns.
- 1.5 Notwithstanding anything to the contrary herein, in the event of any conflict between any of the terms of the main body of this Services Agreement and the terms of any Schedule or Appendix, the terms of the main body of this Services Agreement shall prevail.
- 2. Provision of Services**
- 2.1 The Contractor shall as from the Commencement Date and for the duration of the Term provide to and perform for the Company the Services in accordance with this Agreement.
- 2.2 The Contractor shall be responsible for procuring and maintaining, as from the Commencement Date and for the duration of the Term and at its cost and expense, all licences, approvals and permits required by applicable law for the performance of the Services.
- 2.3 If applicable, the Contractor shall comply with and give notices and pay all fees required by any laws, regulations, orders or by-laws of any local authorities and/or public service companies relating to the provision and performance of the Services, and the Contractor will keep the Company fully indemnified against any fees, charges, penalties and liabilities of every kind arising from the breach of the Contractor's obligation hereunder.
- 2.4 The Company may from to time request that the Contractor provide to and perform for the Company services in addition to the Services. The Contractor will use its best efforts to accommodate the Company's request and shall discuss in good faith with the Company the terms and conditions for the provision and performance of such services. The Parties will execute an Addendum for Additional Services for such services.
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3. Familiarisation Programmes

- 3.1** The Company may from time to time during the Term, schedule and conduct programmes as the Company considers appropriate to familiarise the Contractor's Personnel with the Company's requirement on staff transportation. The Contractor shall ensure that all of the Contractor's Personnel shall attend and participate in all such programmes.
- 3.2** Notwithstanding any familiarisation programme conducted by the Company, the Contractor shall remain solely responsible for the due performance of the Services and all of its operations and activities in connection therewith. It is the responsibility of the Contractor to make all relevant inquiries and inspections and obtain any and all information as regards all matters relating to conditions and circumstances which are relevant to the performance of the Services, including familiarising itself with the Routings used to fetch staff from airport to individual home and from individual home to the airport.

4. Representations and Warranties

- 4.1** The Contractor undertakes, represents and warrants that:
- 4.1.1** this Agreement is enforceable against the Contractor in accordance with its terms and conditions and that all corporate and governmental approvals, consents, licenses and permits required for the Contractor to validly enter into and perform its obligations under this Agreement have been obtained and will continue in force for the duration of the Term;
 - 4.1.2** the execution and delivery of, and performance by it of its obligations under this Agreement will not result in a breach of, or constitute a default under, any agreement or licence to which it is a party or by which it is bound and which is material in the context of the transactions contemplated by this Agreement;
 - 4.1.3** the Contractor possesses and shall continue to possess at all times during the Term all expertise, resources, knowledge and skills required for the due and proper performance of the Services in accordance with the Standards;
 - 4.1.4** each of the Contractor's Personnel is competent, properly qualified and possesses the relevant experience;
 - 4.1.5** all Services provided under this Agreement shall at all times be performed in accordance with the Standards and to the satisfaction of the Company, and shall be free from any defect, deficiency or flaw or any other failure or fault;
 - 4.1.6** the Contractor, the Contractor's Personnel and any other person responsible for providing and performing the Services will at all times duly comply with all laws, regulations and directives applicable to it, and shall ensure that the Services are provided and performed in a manner which does not infringe any applicable law or regulation;
 - 4.1.7** the Contractor possesses all necessary and applicable licences, permits and adequate insurance coverage as required by the Company, and will obtain the same at no cost to the Company;
 - 4.1.8** the Contractor shall conform in every respect with such safety and security rules and regulations as the Company may prescribe in connection with the provision of

transportation for SATS staff ;

- 4.1.9 the Contractor shall obtain and maintain at all times for the Company all necessary licences of intellectual property rights so as to enable the Company to use and operate any third party proprietary matter required under this Agreement, without infringing any third party rights;
 - 4.1.10 the Contractor has good title to and rights in all deliverables, if any, without encumbrances and has the right to transfer the same to the Company;
 - 4.1.11 the Contractor shall no later than the Commencement Date, and from time to time where any officer, employee, servant, agent or permitted subcontractor of the Contractor is assigned to be Contractor's Personnel, provide the Company with the particulars (including the name, address, nationality, passport number, work permit number, contact number and relevant experience) of each person comprising the Contractor's Personnel for the time being and such other information and with such detail as the Company may from time to time require; and
 - 4.1.12 the Contractor shall as and when directed by the Company's Supervisor replace any of the Contractor's Personnel with such other person as is acceptable to the Company.
- 4.2 The undertakings, representations and warranties in Clause 4 shall be separate and independent and shall not be limited by reference to any other sub-clause of Clause 4.1 or by anything in this Agreement.

5. Provision of Equipment and Uniforms for Contractor's Personnel

- 5.1 The Contractor shall at its own expense procure and provide any and all supervision, labour, transport, tools, equipment, plant, materials, consumables and facilities which may be necessary or desirable for the due performance and completion of the Services or incidental thereto.
- 5.2 The Contractor shall provide the Contractor's Personnel with uniforms (including shirts, trousers and footwear) acceptable to the Company while providing the service within the airport premises All uniforms must bear the Contractor's name and logo. All Contractor's Personnel must be properly attired in such uniforms while on the Premises. Drivers must be properly attired, while providing transportation for SATS staff from home to airport and vice versa.

6. Conduct While On Premises

- 6.1 When entering on the Premises for any purpose as contemplated under this Agreement, the Contractor shall ensure that each of the Contractor's Personnel shall at all times while at the Premises conform in every respect with such instructions, requirements, rules and regulations as the Company or the owner of the Premises may prescribe pertaining to the entry by and presence and conduct of such personnel while on the Premises. The Contractor and the Contractor's Personnel shall use due care to avoid or minimise damage in relation to any person or property and to cause as little disturbance and

inconvenience as possible to the Company, the owner of the Premises, their respective officers, directors, shareholders, agents and employees, or any occupier of the Premises.

- 6.2** The Company may deny any person entry to the Premises or expel any person thereon if such person fails to comply with any such rule or regulation or fails to comply with any reasonable request or instruction as may be made or given by or on behalf of the Company.
- 6.3** The Company shall not be liable for any inconvenience, loss, damage, cost or expense arising from the Company's refusal to permit or delay in permitting entry to any person onto the Premises or expulsion of any person therefrom pursuant to Clause 6.2. Any such refusal, delay or expulsion shall not in any way affect or relieve the Contractor from the Contractor's obligations under this Agreement.
- 6.4** The Contractor shall not, and shall ensure that the Contractor's Personnel shall not, remove any property, including discarded and unused items, from the Premises without written authorisation from the Company. The Contractor will be liable for the cost of any property so removed (regardless of how such property may have come into its possession) and will indemnify the Company in full under Clause 12.3 against all liability resulting from such removal.

7. Company's Supervisor

- 7.1** The Company's Supervisor shall be responsible for managing and overseeing the provision and performance of the Services on behalf of the Company on a day-to-day basis. The Contractor shall accept and execute any request (**including any Addendum for Additional Services**), direction and/or instruction made or given by or on behalf of the Company's Supervisor in connection with the Services, and any such request, direction and/or instruction made or given by the Company's Supervisor shall be deemed to have been made or given to the Contractor by the Company.
- 7.2** The Company's Supervisor shall at all reasonable times have access to the offices and such other places of the Contractor where the Services are being provided and performed.

8. Security Deposit

- 8.1** The Contractor shall, no later than the Commencement Date, pay the Company an amount equal to 5% of the annual contract value (the "**Security Deposit**"), or in lieu of such payment, provide the Company with a banker's guarantee issued by a bank approved by, and on such terms and conditions as may be prescribed by, the Company.
- 8.2** Any payment pursuant to Clause 8.1 shall constitute security for the payment of any sum due and payable to the Company from the Contractor as liquidated damages, compensation or otherwise, and the Company shall be entitled to retain the amount of such payment until the expiry or earlier termination of this Agreement, and may utilise at any time the whole or any part of such payment in payment of any sum due to the Company from the Contractor. The Company shall not be required to pay any interest on the Security Deposit. In any event, nothing herein shall be construed as in any way limiting the Company's right of recovery against the Contractor to the amount of the Security Deposit.
- 8.3** In the event that the Contractor provides the Company with a banker's guarantee in lieu of

paying the Company the amount of the Security Deposit:

- 8.3.1 the Company may, but shall not be obliged to, invoke the banker's guarantee and recover therefrom in respect of any sum due and payable to the Company from the Contractor, without prejudice to any other right or remedy which may be available to the Company whether under this Agreement or at law; and
 - 8.3.2 without prejudice to the Company's rights to prescribe any other term or condition under Clause 8.1, the Contractor shall procure that the date specified in such banker's guarantee as the "expiry date" is successively extended so that demands under the banker's guarantee can continue to be validly made by the Company and honoured by the issuing bank at any time throughout the period from the date of issuance of such banker's guarantee up to the expiry of the Term.
- 8.4** The Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate at any time after the Contractor neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under this Agreement or any representation or warranty by the Contractor under this Agreement is or becomes untrue or incorrect or is breached in any respect. Without prejudice to the foregoing, in the event that the Contractor shall neglect or fail in any way to observe, carry out, fulfil or discharge any of its obligations under Clause 8.3.2, the Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the Contractor shall have discharged and performed all its obligations under this Agreement, and to utilise such amounts at any time to settle any sum due from the Contractor to the Company in connection with this Agreement.
- 8.5** Any demand made by the Company under the banker's guarantee and any payment received by the Company thereunder shall not preclude, affect or restrict the exercise of any rights by the Company under this Agreement or any legal remedy or relief to which the Company is entitled arising from any breach of the Contractor or any matter or event in respect of or pursuant to which the demand is made and any sum received by the Company as payment under the banker's guarantee shall be applied by the Company towards any sum due or payable by the Contractor to the Company (whether as damages or otherwise).
- 9. Payment of Fees**
- 9.1** In consideration of the Contractor providing and performing the Agreed Services in accordance with this Agreement, the Company shall pay the Contractor a fee in accordance with the Schedule of Rates for Agreed Services.
- 9.2** Where the Parties have concluded any Addendum for Additional Services, the Company shall pay the Contractor a fee, at the rates prescribed by that Addendum for Additional Services, for the Additional Services provided and performed by the Contractor in accordance with that Addendum for Additional Services.
- 9.3** The Contractor shall prepare and render on the Company invoice(s) for the fees payable under this Agreement (or part thereof) in accordance with the Schedule of Rates for Agreed Services, and each invoice rendered by the Contractor shall contain such detail
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and be accompanied by such supporting documentation or certifications as may be set out in the Schedule of Rates for Agreed Services, and as the Company may otherwise require.

9.4 Any sum due to the Contractor under this Agreement (whether in respect of fees or otherwise) shall be paid in **Singapore Dollars** within **sixty (60)** days of the date of receipt (or the last date of receipt, as the case may be) by the Company of the Contractor's invoice prepared in accordance with the terms of this Agreement, and such other documentation or certification as referred so in Clause 9.3 by telegraphic transfer to such account of the Contractor with such bank as the Contractor may designate from time to time for such purpose, or by such other means as the Parties may hereafter agree. The rate of conversion to be applied in determining the amount to be paid by the Company shall be the rate of exchange quoted by the bank at which such bank account is maintained as at the date payment of the sum is made to the Contractor.

9.5 The Company shall bear and pay to the Contractor all goods and services tax imposed or levied in respect of the provision of the Services.

Save as otherwise expressly provided in this Clause 9 or as mutually agreed in writing between the Parties from time to time, the Contractor shall not be entitled to any fee, remuneration, payment, reimbursement, indemnity or compensation from the Company in connection with the performance and discharge by the Contractor of its obligations under this Agreement.

9.6 The Company may, to the extent permitted by law, deduct from or set-off any amount due and payable to the Contractor from the Company against any payment or sum due and payable to the Company and/or any of its Affiliates from the Contractor, whether under this Agreement or otherwise and whether as damages or otherwise.

10. Remedies for Non-Conforming Services

10.1 If any of the Services required to be performed by the Contractor under this Agreement is or are not performed, or performed incompletely or otherwise than in accordance with this Agreement ("**Non-Conforming Services**"), the Company shall not be required to pay the Contractor the fees for those Non-Conforming Services, and:

10.1.1 the Company may, at its sole discretion, and in addition to any other rights of the Company under this Agreement or at law:

- (i) by written notice to the Contractor, require the Contractor to rectify or remedy the Non-Conforming Services to the satisfaction of the Company at the Contractor's own cost and expense; and/or
- (ii) take such action and make such arrangements as it otherwise thinks appropriate to rectify or remedy the failure, including engaging any other contractor to provide and complete those Non-Conforming Services by such means and in such manner as the Company may consider appropriate in the circumstances; and

10.1.2 the Contractor shall pay the Company on demand the applicable Liquidated Damages as follows:

- (i) based on Demerit Point System outlined in Schedule 2

(ii) based on Liquidated Damages outlined in Schedule 2 for each Non-Conforming Services based on SATS' requirements.

10.2 Any amounts payable by the Contractor to the Company pursuant to Clauses 10.1 shall be recoverable as a debt due from the Contractor to the Company, may at the Company's election be deducted from and set-off against any amount due from the Company to the Contractor.

10.3 The duties, liabilities and obligations of the Contractor under this Agreement shall not be deemed waived, released or relieved by the Company's Supervisor's inspection of, review of, approval or acceptance of, or payments to the Contractor for the Services, or any part thereof.

11. Transport for SATS staff exclusively

11.1 The Contractor shall fetch only SATS staff and SATS authorized staff whilst fulfilling this Agreement and shall provide sufficient buses with appropriate bus capacity and frequencies as specified by the Company. The Contractor shall ensure that drivers are familiar with the routes, pick-up/drop-off points and timings before being deployed to provide the Services.

12. Liability and Indemnity

12.1 The Company shall have no responsibility (whether to the Contractor or otherwise) in respect of any losses which are not reasonably foreseeable, any indirect, consequential, special or punitive losses, any loss of anticipated revenue, profit, use, anticipated savings, goodwill, reputation, or business contracts, or any other form of pure economic loss, or any loss or damage suffered by the Contractor as a result of, or in connection with, any claims brought against the Contractor by any third party, howsoever arising (whether in contract, tort or otherwise) and even if the Company had been advised of the possibility or likelihood of the same.

12.2 Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of the Company arising out of or in connection with this Agreement shall not in any event exceed 10% of the annual value of the contract in any year.

12.3 The Contractor shall indemnify the Company and its Affiliates against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by the Company) brought against, suffered or incurred by the Company arising out of or in connection with this Agreement or the Contractor's performance or purported performance of or failure to perform the Services (other than defaults in respect of which liquidated damages are paid to the Company in accordance with Clause 10.1) including without prejudice to the generality of the foregoing:

12.3.1 any breach of any term of this Agreement by the Contractor;

12.3.2 any death of and injury to any person and loss of or damage to any property which may arise out of or in consequence of the presence of the Contractor or the Contractor's Personnel on the Premises;

12.3.3 any statement, act, omission, fraud, misconduct, negligence or default whatsoever of the Contractor or the Contractor's Personnel (which the Contractor agrees it shall be fully and solely liable and responsible for); and

12.3.4 any enforcement or attempted enforcement by the Company of its rights or remedies against the Contractor.

13. Insurance

13.1 Without prejudice to the Contractor's obligations under Clause 12, the Contractor shall effect and maintain at its sole cost, at all times during the Term, such insurances as the Company may reasonably require and/or as may otherwise be necessary in accordance with industry and/or best practice standards], including but not limited to the insurances set out in Schedule 5 with one or more insurers satisfactory to the Company.

13.2 The Contractor shall provide the Company with a certificate issued by the Contractor's insurer evidencing all the insurance coverage in Clause 13.1 prior to the Commencement Date. The certificate shall state, *inter alia*, the following:

13.2.1 the Company shall be given not less than 30 days' prior written notice of any change restricting or reducing insurance coverage or the cancellation of any insurance coverage; and

13.2.2 the insurer unconditionally waives all subrogation rights it may have against the Company and its Affiliates.

13.3 The Contractor shall, whenever required, produce for the Company's inspection the policy or policies of insurance and the receipts for payment of the current premiums.

13.4 If the Contractor fails upon request to produce to the Company satisfactory evidence that there is in force any of the insurances required under Clause 13.1 at any time, then and in any such case the Company:

13.4.1 may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor; or

13.4.2 will be entitled at its absolute discretion to withhold all payments which would otherwise be due to the Contractor under this Agreement until such evidence has been produced to the Company.

14. Term and Termination

14.1 The Term shall commence on the Commencement Date and continue in force for the duration of the Term, unless earlier terminated in accordance with the provisions of this Clause 14.

14.2 Upon the expiry of the Term, the Company shall have the option to extend the Term for a further period of two years, on the same terms and conditions as this Agreement, save for pricing and services specifications which shall be mutually agreed between the Parties. Such option may be exercised by the Company no earlier than three (3) months and no later than one (1) month prior to the expiration of the Term.

14.3 The Company shall have the right to terminate this Agreement at any time during the Term by giving to the Contractor one (1) month's prior notice in writing.

14.4 Notwithstanding anything to the contrary contained herein, each Party ("**Non-Defaulting**

Party) may at its sole discretion terminate this Agreement immediately with respect to any or all of the Services by giving written notice to the other Party (**"Defaulting Party"**) if:

the Defaulting Party commits any breach of any term of this Agreement which, if capable of remedy, is not remedied within seven (7) days from the date of service of the Non-Defaulting Party's notice on the Defaulting Party specifying the breach and requiring such breach to be remedied;

- 14.4.1 where the Defaulting Party is the Contractor, the total amount of liquidated damages payable by the Contractor under Clause 10.1.2 amount to or are in excess of the full amount of the Security Deposit;
 - 14.4.2 any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over any part or all of the undertaking or property or assets of the Defaulting Party;
 - 14.4.3 the Defaulting Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 14.4.4 an order of court is made to wind up the Defaulting Party or to place it under judicial management or a resolution is passed by the members of the Defaulting Party for its winding up or liquidation;
 - 14.4.5 any distress or execution is levied or enforced in relation to any of the assets of the Defaulting Party;
 - 14.4.6 the Defaulting Party ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due;
 - 14.4.7 the Defaulting Party offers, gives or agrees to give, or has offered, 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 action in relation to the obtaining or execution of this Agreement;
 - 14.4.8 the Defaulting Party shows or forbears to show favour to any person in relation to any agreement with the Company, or if similar acts shall have been done by any person employed by the Defaulting Party or acting on its behalf (whether with or without the knowledge of the Defaulting Party); or
 - 14.4.9 in relation to any agreement with the Non-Defaulting Party, the Defaulting Party or any person employed by it or acting on its behalf commits any offence under the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241), or abets or attempts to commit such an offence, or gives any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.
- 14.5** Nothing in this Agreement shall prejudice the rights and obligations which have been accrued prior to the expiry or earlier termination of this Agreement or preclude either Party from claiming against the other Party in respect of any loss or damage arising from or incurred as a result of any breach of any of the provisions of this Agreement occurring prior to the expiry or earlier termination of this Agreement. Further, the termination of this Agreement shall not affect the continuing rights and obligations of the Company under any other provision of this Agreement which is expressed to survive termination or which is

required to give effect to such termination or the consequences of such termination.

- 14.6** On the expiry or earlier termination of this Agreement, the Contractor shall, unless otherwise expressly directed in writing by the Company's Supervisor, remove its property that has not been retained by the Company as well as its personnel on the Premises.
- 14.7** If this Agreement is terminated before the due completion of all the Services, then subject to the Contractor having fulfilled all its obligations under the terms of this Agreement (to the extent that they may be fulfilled) and without prejudice to any sums which are payable by the Contractor to the Company pursuant to any term of this Agreement, the Company shall pay the Contractor, on a *quantum meruit* basis, for all work done in relation to the Services up to the date of such termination, PROVIDED THAT the amount of such payment(s) aggregated with all other payment(s) made by the Company to the Contractor pursuant to the terms of this Agreement shall not exceed the total of the fees payable under Clause 9.
- 14.8** The right of termination conferred by this Clause 14 is in addition to and not in derogation of any other right of termination of this Agreement conferred under any other provision of this Agreement.

15. Assignment

- 15.1** Neither Party may assign, delegate or transfer its rights or benefits and/or obligations under the terms of this Agreement to any third party without the prior written consent of the other Party, provided that the Company may assign its rights and benefits under the terms of this Agreement to any of its Affiliates, and in the event of such assignment, the duties and obligations of the Company under this Agreement may be performed by its assignee in lieu of the Company.
- 15.2** Further, notwithstanding any consent given by the Company for any assignment, delegation or transfer of the Contractor's rights or benefits and/or obligations under the terms of this Agreement, the Contractor shall remain solely responsible to the Company for observing and complying with and the due performance of all the duties, obligations, undertakings, warranties and covenants of the Contractor set out in this Agreement.

16. Confidentiality

- 16.1** The Contractor acknowledges that all information relating to the Company and/or its operations are confidential and belong to the Company. The Contractor shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Company (which shall not be unreasonably withheld), copy or use or disclose any such information whether during or after the expiry or earlier termination of this Agreement to any person save and to the extent that such use or disclosure is necessary:
- 16.1.1** for the discharge of the Contractor's obligations under this Agreement; or
 - 16.1.2** for financial reporting purposes of the Contractor; or
 - 16.1.3** to comply with statutory or regulatory requirements (including the requirements of any stock exchange) in Singapore; or
 - 16.1.4** in the prosecution or defence of any legal action in any court of law or pursuant to

any order of court.

Notwithstanding the above, the Contractor shall not disclose any of the confidential information referred to above in this Clause 16.1 to any of the Contractor's Personnel unless and until the Contractor has placed such Contractor's Personnel under undertakings of confidentiality and containing similar conditions provided in Clause 16.1, and the Contractor in any event undertakes full responsibility for the maintenance and preservation of the confidentiality of any confidential information disclosed by the Contractor to the Contractor's Personnel and the due compliance by such Contractor's Personnel of the conditions of such undertakings to the same extent as if they were undertaken by the Contractor.

16.2 Clause 16.1 shall not apply to any confidential information which at the time it is disclosed, made available or otherwise provided by the Party to whom such information relates, is in the public domain, and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach by the Contractor of Clause 16.1.

16.3 Notwithstanding the expiry or earlier termination of this Agreement for whatever reason, the obligations and restrictions in this Clause 16 shall be valid for a period of 3 years from the expiry or earlier termination of this Agreement.

17. Notices

17.1 Any notice, demand or other communication to either Party by the other shall be given in writing and delivered to the addresses or facsimile numbers set out hereunder. Such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter to an address within Singapore) three (3) days after posting.

To the Company:

[•]

Facsimile No.: [•]

Attention: [•]

To the Contractor:

[•]

Facsimile No.: [•]

Attention: [•]

18. Anti-Bribery

18.1 The Contractor undertakes, represents and warrants that:

18.1.1 the Contractor, the Contractor's Personnel and any other person responsible for providing and performing the Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement; and

- 18.1.2 without prejudice to the generality of Clause 18.1.1, each of the Contractor, Contractor's Personnel and any other person responsible for providing and performing the Services has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (i) improperly influence any act, decision or failure to act by that official or person; (ii) improperly induce that official or person to use his influence with a government or business entity to affect any act or decision by such government or entity; or (iii) secure any improper advantage.
- 18.2 The Contractor agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company and the Company shall have the right to immediately terminate this Agreement by giving written notice to the Contractor.
- 18.3 The Company shall have the right to terminate this Agreement if the Contractor breaches this Clause 18.
- 19. Entire Agreement**
- 19.1 This Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties in respect of the matters set out herein, and save as expressly provided for in this Agreement, no other terms and conditions shall be included or implied.
- 20. Variation and Amendment**
- 20.1 No variation, amendment or rescission of this Agreement shall bind either Party unless made in writing and signed by both Parties. Unless expressly agreed, no variation or amendment shall constitute a general waiver of any provision of this Agreement, nor shall it affect any right, obligation or liability under or pursuant to this Agreement which have already accrued up to the date of such variation or amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied or amended.
- 21. Invalidity**
- 21.1 If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The Parties agree to amend or replace any invalid, illegal or unenforceable provision of this Agreement by valid, legal and enforceable provisions which achieve, to the greatest extent possible and in the interests of the Parties hereto, the economic and all other purposes of the invalid, illegal or unenforceable provision.
- 22. Counterparts**
- 22.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 23. Waiver**
-

- 23.1** The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment in the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect throughout the term of this Agreement. No waiver by either Party of any term or provision thereof shall be deemed to have been made unless expressed in writing and signed by an authorised representative of such Party.

24. Non-Exclusivity & Non-Solicitation

- 24.1** The Contractor acknowledges and agrees that it may not be the exclusive provider of the Services to the Company and the Company may procure the Services or services similar to the Services from or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the Contractor.
- 24.2** For the duration of this Agreement and for an additional term of 2 years following the expiry or earlier termination of this Agreement, the Contractor agrees not to induce or attempt to induce any person who is an employee of the Company and who is or was involved in the performance of this Agreement to terminate his or her employment with the Company.

25. Change of Control

- 25.1** In the event there is any proposed change in the ownership or shareholding of the Contractor, the Contractor shall seek the Company's written consent prior to such change.

26. Data Protection

- 26.1** In this Clause, "Personal Data" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("PDPA") and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Contractor and/or its permitted subcontractors by or on behalf of the Company or otherwise received or obtained by the Contractor and/or its permitted subcontractors pursuant to, by virtue of, or in the course of providing the Services.
- 26.2** Each of the Company and the Contractor shall, in its collection, processing, disclosure or other use of Personal Data, for any purpose arising out of or in connection with the provision of the Services, adhere to the requirements of the PDPA. Without prejudice to the generality of the foregoing, each Party shall, where required and in the manner required by any applicable laws or legal requirements ("Law"):
- 26.2.1** use Personal Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying or obtaining the consent of the individual to whom the Personal Data relates ("**Subject Individual**");
 - 26.2.2** provide Subject Individuals with access to their Personal Data and the ability to correct such Personal Data upon request;
 - 26.2.3** use reasonable efforts to ensure the accuracy of Personal Data;

26.2.4 institute reasonable security arrangements to protect the Personal Data from unauthorised access and similar risks;

26.2.5 securely destroy the Personal Data where it is no longer required; and

26.2.6 transfer Personal Data outside Singapore only as prescribed by Law.

26.3 Each Party shall return or destroy Personal Data provided to it by the other forthwith upon being required to do so by the other or immediately without request upon the expiry or earlier termination of this Agreement, save that a Party may nonetheless retain Personal Data if such retention is necessary for its business or legal purposes (including without limitation compliance, audit or regulatory purposes).

27. Relationship Between the Parties

27.1 The Contractor shall for the purposes of this Agreement be deemed to be an independent contractor, and nothing contained in this Agreement is intended nor shall it be regarded as constituting a partnership, agency, joint venture or fiduciary relationship between the Parties.

28. Reasonableness

28.1 Each Party to this Agreement confirms it has received independent legal advice relating to all the matters provided for in this Agreement, including the provisions of this Clause, and agrees, having considered the terms of this Clause and the Agreement as a whole, that the provisions of this Clause are fair and reasonable.

29. Contracts (Rights of Third Parties) Act

29.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement, save that any of the Company's Affiliates may enforce and rely on the provisions of Clauses 9.6 and 12.3 to the same extent as if it were a party to this Agreement, provided nevertheless that this Agreement may be terminated and any term of this Agreement may be amended or waived without the consent of any of such Affiliates.

30. Governing Law and Jurisdiction

30.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

30.2 The Parties submit unconditionally to the exclusive jurisdiction of the courts of Singapore.

Schedule 1
Agreed Services

Schedule 2

Liquidated Damages

Demerit Point System

S/No.	Description of Non-Performance	No. of Demerit Points
1.	Vehicle gets involved in a traffic accident while ferrying SATS' employees	20
2.	Driver drives recklessly or carelessly, speeds, drives under the influence of alcohol or falls asleep while driving	10
3.	Contract personnel, including taxi coordinator/ hotline staff display rude behaviour	10
4.	Contractor Personnel/Driver not following procedures	10
5.	Hotline is left unattended	10
6.	Vehicle is not road worthy or inadequately maintained such as defective braking system, bald tyres, Air-con not serviceable faculty signal lights/head lamps, excessive exhaust emission Dirty and unhygienic bus interior	10
7.	Driver/ Contractor's Personnel quarrels with or rude towards SATS staff	20
8.	Each other verified written complaint not addressed by any other item above	10

Description of demerit points	Liquidated Damages
For every 10 demerit points accumulated in a calendar month	S\$100
For every 30 demerit points accumulated in a calendar month	S\$300
For every 60 demerit points accumulated in a calendar month	S\$600

Schedule 3
Addendum for Additional Services
[To be issued on the letterhead of the Company]

[Date]

[Address of Contractor]

Dear Sirs

Services Agreement

1. We refer to the Services Agreement dated [•] made between you and us (the "**Agreement**"). Terms and expressions used in this Letter shall, unless otherwise defined or where the context otherwise requires, have the same meanings ascribed thereto in the Agreement.
2. This Letter is supplemental to the Agreement.
3. It is hereby agreed as follows:
 - 3.1 that the Company has requested, and the Contractor has agreed to provide, the Additional Services described in the Appendix attached to this Letter;
 - 3.2 that the Additional Services shall be performed by the Contractor with effect from [date] [to [date]]; and
 - 3.3 the Company shall pay the Contractor the charges for the Additional Services at the respective rates stated in the Appendix attached to this Letter.
4. Save as aforesaid, the terms and conditions set out in the Agreement shall apply to and govern the provision and performance of the Additional Services.

Please sign and return to us the original copy of this Letter. The duplicate copy is for your retention.

Yours faithfully

Name:

Designation:

for and on behalf of

[Name of Company]

ACCEPTANCE

To: **[Name of Company]**

We agree to the above.

For and on behalf of **[Name of Contractor]**

Name:

Designation:

Date:

Schedule 4
Schedule of Rates for Agreed Services

Schedule 5 Insurances

1. The Contractor shall effect and maintain at its sole cost, at all times during the Term, the following insurances:
 - 1.1 public liability policy against any risks arising out of fire, theft, occurrences on the Premises and such other risks as are customarily insured in a public liability policy, with the following limits of indemnity:
 - 1.1.1 for any one accident, not less than \$1,500,000 per claim; and
 - 1.1.2 for any one period of indemnity, unlimited;
 - 1.2 Workmen's Compensation Insurance against liability arising under the Workmen's Compensation Act (Chapter 354) and at common law arising out of the master-servant relationship, which shall contain the following endorsements:
 - 1.2.1 **Endorsement A** – If any workmen employed by the insured or by the insured's contractors as referred to in Endorsement B herein or any dependant of such workman, brings or makes a claim under any Workmen's Compensation legislation in force in Singapore against the Company and its related corporations and associated corporations for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Contractor may be carrying out for the Company, the insurance company will indemnify the Company and its related corporations and associated corporations against such claim, that the insurance company may have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement will be construed as affecting the insured's right to recover damages in any other way under the said legislation;
 - 1.2.2 **Endorsement B** – It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the insured to workmen in the employment of contractors performing work for the insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards claims under any Workmen's Compensation legislation or common law in force in Singapore;
 - 1.3 **aviation liability policy against risks arising from the operation of vehicles within the Premises and such other risks as are customarily insured in a standard aviation liability policy; and**
 - 1.4 **any other insurances required under law or customarily effected by persons which provide services similar to or analogous with the Services.]**
 2. Save for the insurance coverage referred to in paragraph 1.2, the Company and its related corporations and associated corporations shall be named as additional insured in respect of the insurance coverage referred to in Clause 13.1.
-

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

The Company

SIGNED by [•]

for and on behalf of

[insert relevant SATS entity]

in the presence of:

}

Witness' signature

Name:

Address:

The Contractor

SIGNED by [•]

for and on behalf of

[•]

in the presence of:

}

Witness' signature

Name:

Address: