

**SAMPLE OF BANKERS GUARANTEE**[letterhead of Bank][insert date]

SATS Entity  
20 Airport Boulevard  
Singapore 819659

Dear Sirs

OUR BANK GUARANTEE NO. [INSERT NUMBER] FOR SINGAPORE DOLLARS [INSERT AMOUNT IN WORDS] ONLY (S\$[INSERT AMOUNT IN NUMBERS])

In consideration of yourselves, SATS Airport Services Pte Ltd of SATS Inflight Catering Centre 1 20 Airport Boulevard Singapore 819659 ("SAS) having agreed to enter into an agreement for the (the "Agreement") with [insert name of Contractor] of [insert address of Contractor] (the "Contractor") under which SAS agreed to allow the Contractor to furnish the security deposit payable under the Agreement by way of a banker's guarantee, we, [insert name of Bank] of [insert address of Bank] (the "Bank") hereby unconditionally and irrevocably guarantee and undertake to make payment to you of up to the maximum aggregate sum of Singapore Dollars [insert amount of the security deposit in words] Only (S\$[insert amount of the security deposit in numbers]) (the "Guaranteed Sum").

The Guaranteed Sum, or such part or parts thereof as may be specified by you in your written demand to the Bank made from time to time, shall be payable by the Bank in full immediately upon first written demand by you, without any set-off, counterclaim or deduction whatsoever.

The Bank shall not impose any condition or qualification for/in making any payment to SAS pursuant to such demand, nor shall the Bank make any reference to the Contractor prior to making such payment. The Bank shall make such payment demanded notwithstanding any notice or demand from the Contractor not to do so.

The Bank shall not at any time be concerned as to whether there is any breach by SAS or the Contractor or any dispute between SAS and the Contractor in respect of any terms and conditions of the Agreement. This Guarantee and the Bank's liability under this Guarantee shall not be determined, discharged or released or in any way affected, prejudiced or impaired, by:-

- (a) any indulgence, forbearance or concession given by SAS to the Contractor (whether as to payment, time, performance or otherwise);
- (b) any arrangement made with the Contractor or any other person;
- (c) any variation of the terms and conditions of the Agreement;
- (d) any lack of capacity or authority on the Contractor's part in executing the Agreement; or
- (e) any insolvency, winding up, liquidation, bankruptcy or dissolution of the Contractor,

whether known to or agreed by the Bank or otherwise.

The Bank's obligations under this Guarantee are that of a primary obligor and not merely as surety, and the Bank hereby waives all rights which it might otherwise as surety be entitled to claim and enforce.

This Guarantee shall be irrevocable and shall remain in full force and effect at all times throughout the period from the date of this Guarantee up to and including [insert date falling 2 months after the date of expiry of the term of the Agreement] (both dates inclusive) (the "claim period"). Demand may be made under the Guarantee by SFIM at any time and from time to time during the claim period. Upon expiry of the claim period, all liability of the Bank shall cease under this Guarantee, notwithstanding that this Guarantee is not returned to the Bank for cancellation.

This Guarantee shall be governed by and construed in all respects in accordance with the laws of the Republic of Singapore and the Bank hereby submits to the non-exclusive jurisdiction of the Singapore courts.

[insert name of signatory]

[insert title of signatory]

for and on behalf of

[insert name of Bank]

**DECLARATION BY TENDERER/CONTRACTING PARTY**

TO: SATS Entity  
(Name of SATS Group company / SATS entity at risk)

I/We, ....., hereby declare that:  
(Name of Tenderer/Contracting Party)

- 1) \* Our Company is not related to Temasek Holdings (Private) Ltd ("**Temasek**") or any of their respective subsidiaries.
- 2) \* Our Company is related to Temasek and/or any of their respective subsidiaries OR Temasek and/or any of their respective subsidiaries has/have an interest in the shares of our Company (please complete (a) to (d) below):
  - (a) the percentage of the shares of our Company in which Temasek and/or any of their respective subsidiaries has an interest, direct or indirect, is ..... % (in total).
  - (b) our immediate holding company and ultimate holding company are ..... (holding .....% of the shareholding of our Company) and ..... (having an interest, direct or indirect, in .....% (in total) of the shareholding of our Company), respectively.
  - (c) our Company is \*listed/unlisted.  
(If listed, please annex to this Declaration a statement setting out (i) the securities exchange on which your Company's shares are listed, and (ii) the names of the Directors and Audit Committee members of your Company.)
  - (d) \*our Company is a member of a group of companies with listed member(s).  
(Please annex to this Declaration a statement setting out (i) the names of the listed member(s) of the group, (ii) how it/they is/are related to your Company, (iii) the securities exchange on which it/they is/are listed, and (iv) the names of its/their respective Directors and Audit Committee members.)
- 3) I am/We are \*not a Director or Chief Executive Officer or member of the immediate family (ie. spouse, child, adopted child, step-child, sibling or parent) of a Director or Chief Executive Officer of SATS Ltd. ("**SATS**").
- 4) I am/We are \*not trustee(s) of any trust of which a Director or Chief Executive Officer of SATS or his immediate family is a beneficiary or (in the case of a discretionary trust) is a discretionary object.
- 5) I am/We are \*not a company in which a Director or Chief Executive Officer of SATS or his immediate family has an interest of 30% or more.

I/We confirm that the above information is true and correct. I/We understand that you require the information to comply with Chapter 9 of the SGX-ST Listing Manual.

Date: .....

Signature: .....

Name of Authorised Signatory: .....

Designation of Authorised Signatory: .....

Name of Person/Firm/Company: .....

Company Stamp: .....

Note [\*]: Delete as appropriate.

Words and expressions used herein bear the meanings set out in the SGX-ST Listing Manual or the Companies Act (Chapter 50) of Singapore. Please contact Company Secretary SATS if you require any clarification of this Declaration or any words and expressions used herein.

## SUPPLIER CODE OF CONDUCT

The SATS Group expects all its Suppliers to adhere to the highest ethical standards when conducting business with the SATS Group. In this regard, the SATS Group will include SATS Ltd. and its Singapore based wholly-owned subsidiaries and a "Supplier" means any individual or entity including all persons employed (whether full time or part time or in any other way) ("**Employees**") by that supplier as well as their sub-contractors and/or agents and/or service providers appointed by that supplier which supplies/provides goods and services to any member of the SATS Group. For the avoidance of doubt, "Supplier" includes but is not limited to any contractor as may be engaged from time to time by any member of the SATS Group to supply equipment, labour and/or works, as well as any supplier as may be engaged from time to time by any member of the SATS Group to supply food, amenities and/or other services.

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

The Code does not create any binding obligation on the SATS Group and the SATS Group reserves the right to amend the Code from time to time. The Code can also be found at the following website: <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf>.

### 1. Compliance with Applicable Laws

The SATS Group expects that its Supplier fully complies with all applicable laws and regulations of the countries where (a) the Supplier's operations are based; and (b) where the goods and/or services are provided to the relevant SATS Group entity.

This includes (but is not limited) to laws relating to competition, labour and employment, health and safety, environmental, intellectual property and anti-corruption laws. In addition, the Supplier should accurately maintain its financial and business records in accordance with the applicable laws.

### 2. Labour Laws/Regulations

The Supplier shall ensure that all its Employees:-

- (a) meet the local minimum age;
- (b) are provided with a safe working environment and the Supplier is to take measures to prevent workplace hazards and accidents;
- (c) are not subject to discrimination based on race, political or religious beliefs, gender, age, sexual orientation, disability or for any other reason;
- (d) have working hours and benefits which are in accordance with the applicable laws; and
- (e) are paid without undue delay.

The Supplier must also respect the human rights of the communities in which they operate.

### 3. Environmental Protection

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

#### **4 Anti-Corruption Practices**

The Supplier shall not, and shall ensure that its directors, officers, Employees, servants and agents do not, directly or indirectly offer or give or agree to give to any person any gifts, inducement or reward that may influence business decisions or create the appearance of influencing any business decision whether or not such action shall comprise an offence under the applicable laws including the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241).

#### **5 Compliance with Intellectual Property Rights Law**

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

#### **6 Adherence to SATS Suppliers Safety Compliance Manual**

Where applicable, depending on the type of goods and/or services to be provided by the Supplier to a SATS Group entity, the Supplier shall ensure that it complies with the SATS Suppliers Safety Compliance Manual as may be amended from time to time.

The SATS Suppliers Safety Compliance Manual sets out the guidelines and requirements for all suppliers of goods/equipment, suppliers of labour (service crew) and suppliers of services (contractors) who perform work activities on or in the premises of any SATS Group entity.

The SATS Suppliers Safety Compliance Manual can also be found at the following website: <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Safety-Compliance-Manual.pdf>.

#### **7 Personal Data Protection**

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

#### **8 Disclosure of Conflict of Interest**

The Supplier and those acting on their behalf shall remain free from conflicts of interest that may adversely influence their business relationship with the SATS Group. The Supplier shall disclose any potential conflicts of interest promptly to the SATS Group and in any event prior to the signing of any agreement with the SATS Group.