Appendix J

Agreement

Dated **[•]**

SATS AIRPORT SERVICES PTE LTD

and

[•]

AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS FROM THE PASSENGER TERMINAL BUILDINGS TO THE REMOTE PARKING BAYS & VICE VERSA FROM 01 JULY 2022 TO 30 JUNE 2024 (WITH AN OPTION FOR 1 MORE YEAR)

Tender Ref: CT2205P047

TABLE OF CONTENTS

Contents **Page**

1. Definitions and Interpretation 1

2. Provision of Services 4

3. Familiarisation Duties and Programmes 4

4. Representations and Warranties 4

5. Provision of Equipment and Uniforms for Contractor's Personnel 6

6. Conduct While On Premises 6

7. Company's Supervisor 6

8. Security Deposit 7

9. Payment of Fees 8

10. Remedies for Defects and Non-Conforming Services 9

11. Not Applicable **..... 10**

12. Liability and Indemnity 10

13. Insurance 10

14. Term and Termination 11

15. Assignment 13

16. Confidentiality 13

17. Notices 14

18. Arbitration 14

19. Not Applicable ..... Error! Bookmark not defined.

20. Entire Agreement 15

21. Variation and Amendment 15

22. Invalidity 15

23. Counterparts 15

24. Waiver 15

25. Anti-Bribery and Anti-Corruption 16

26. Non-Exclusivity & Non-Solicitation 16

27. Change of Control 16

28. Personal Data 18

29. Relationship Between the Parties 21

30. Reasonableness 21

31. Contracts (Rights of Third Parties) Act.....21

32. Governing Law and Jurisdiction ..... 21Schedule 1 Agreed Services 22

Schedule 2 Service Frequencies and Periods 23

Schedule 3 Addendum for Additional Services.....24

Schedule 4 Schedule of Rates for Agreed Services.....26

Schedule 5 Insurances.....28

Schedule 6 Personal Data Protection Obligations…….....30

Schedule 7 Standard Contractual Clauses……33

Appendix J

Agreement

This Agreement for the **Transportation of Passengers from the Passenger Terminal Buildings to the Remote Parking Bays & vice Versa from 01 July 2022 to 30 June 2024 (With an Option for 1 More Year)** is made on **[click here and type date] between:**

(1) **SATS Airport Services Pte Ltd** (Company Registration Number 198500561R), a company incorporated in Singapore and having its registered office at 20 Airport Boulevard, SATS Inflight Catering Centre 1, 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) at the Premises (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 any cleaning and housekeeping 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 Not Applicable

1.1.5 "**Agreed Services**" means the transportation services described in, and to be performed in accordance with Schedule 1.

1.1.6 "**Agreement**" means the main body of this Cleaning and Housekeeping Services Agreement and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing.

1.1.7 "**Commencement Date**" means **[•]** or such other date as the Parties may agree in writing.

1.1.8 "**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.

1.1.9 "**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.

1.1.10 "**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.

1.1.11

1.1.12 "**Non-Conforming Services**" shall have the meaning ascribed to it in Clause 10.1.

1.1.13 "**Parties**" means the Company and the Contractor, and "**Party**" means either of them.

1.1.14 "**Premises**" means Singapore Changi Airport tarmac areas or such other place as the Company may from time to time notify the Contractor in writing.

1.1.15 "**Schedule of Rates for Agreed Services**" means the Schedule of Rates for Agreed Services annexed to this Agreement as Schedule 4.

1.1.16 "**Security Deposit**" shall have the meaning ascribed to it in Clause 8.1.

1.1.17 "**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.

1.1.18 **["Specified Currency" means [•].]**

1.1.19 "**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.

1.1.20 "**Supplier Code of Conduct**" means the Company's Supplier Code of Conduct as may be updated from time to time and which may be found at https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf

1.1.21 "**$**" means the lawful currency of the Republic of Singapore.

1.1.22 "**Term**" means the period commencing on the Commencement Date and ending on the **2nd** 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:

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 Cleaning and Housekeeping Services Agreement and the terms of any Schedule or Appendix, the terms of the main body of this Cleaning and Housekeeping 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.

3. Familiarisation Duties and Programmes

3.1 The Company may from time to time during the Term, schedule and conduct such orientation programmes as the Company considers appropriate to familiarise the Contractor's Personnel with the Company's operations at the Premises. The Contractor shall procure and ensure that all of the Contractor's Personnel shall attend and participate in all such programmes.

3.2 Notwithstanding any orientation 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 layout of the Premises and any floor plan, drawing or specification of the Premises provided by the Company

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 entering onto or remaining at the Premises;

4.1.9 the Contractor shall at all times duly comply with the terms of the Supplier Code of Conduct;

4.1.10 [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];

4.1.11 [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;]

4.1.12 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

4.1.13 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. 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.

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.

6.5 All water and electricity required for the provision and performance of the Services shall be provided by the Company to the Contractor free of charge. The Contractor shall, and shall ensure that the Contractor's Personnel shall, exercise best efforts to economise the use of water and electricity in providing and performing the Services.

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 Company's Supervisor shall not have any authority to agree to any amendment or revision

to any term of this Agreement. Save as aforesaid, 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 $**[•]** (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 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 for the foregoing, the Company shall not be liable for any other tax, duty, levy, rate or charge whatsoever due and payable in respect of the Contractor's provision of the Services under this Agreement. All such other tax, duty, levy, rate or charge, including without limitation any withholding tax payable as a result of or in connection with this Agreement, shall be borne by the Contractor. The Company shall pay to the Contractor all amounts due under this Agreement net of any withholding tax (if applicable), and shall be permitted and entitled, if required in compliance with applicable laws or regulations, to withhold or deduct from the amounts payable to the Contractor under this Agreement such taxes, withholdings and/or deductions.

9.6 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.

9.7 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 Defects and 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 re-execute, 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 person 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 total of:

(i) the amount by which the total of the costs and expenses incurred by the Company as a consequence exceeds the total fees which would otherwise have been payable by the Company to the Contractor for the performance of the Services which are Non-Conforming Services; and

(ii) liquidated damages for each delay for the performance of Services which are Non-Conforming Services based on the requirements specified against such Services in the table set out in Schedule 1 and Schedule 2 , in the amounts and on such terms as are specified in the table in Schedule 1 and Schedule 2.

10.2 In addition to the foregoing, the Company shall be entitled in its sole discretion to require the Contractor to refund to the Company any fees that may have been paid in advance by the Company to the Contractor pursuant to Clause 9 for any Services contemplated to be provided by the Contractor for the remaining period of the Term.

10.3 Any amounts payable by the Contractor to the Company pursuant to Clauses 10.1 and 10.2 shall be recoverable as a debt due from the Contractor to the Company, and without limiting the generality of Clause 9.7, may at the Company's election be deducted from and set-off against any amount due from the Company to the Contractor.

10.4 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. Not Applicable -

12. Liability and Indemnity

12.1 The Company shall have no responsibility (whether to the Contractor or otherwise) in respect of any 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, 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 contract value** 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 any delay 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 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 0, 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]/[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 **[•]** 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 10 or Clause 11.2.

14.2 Upon the expiry of the Term, the Company shall have the option to extend the Term for a further period of 1 year, 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 three (3) months' 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:

14.4.1 the Defaulting Party commits any breach of any term of this Agreement which, if capable of remedy, is not remedied within [thirty (30)] 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;

14.4.2 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;

14.4.3 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;

14.4.4 the Defaulting Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

14.4.5 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;

14.4.6 any distress or execution is levied or enforced in relation to any of the assets of the Defaulting Party;

14.4.7 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;

14.4.8 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;

14.4.9 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

14.4.10 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 2 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) **[•]** days after posting.

To the Company:

SATS Airport Services Pte Ltd

Facsimile No.: **[•]**

Attention: **[•]**

To the Contractor:

[•]

Facsimile No.: **[•]**

Attention: **[•]**

18. Arbitration

18.1 Any dispute, controversy or disagreement arising out of or relating to this Agreement, including any question regarding its existence, validity or termination ("**Dispute**") shall be referred for determination or resolution in an arbitration conducted by the Singapore International Arbitration Centre ("**SIAC**") and in accordance with the SIAC Rules ("**Rules**"), except to the extent that the Rules conflict with the provisions of this Clause 18, in which event the provisions of this Clause 18 shall prevail and apply.

18.2 The number of arbitrators shall be one (1), the place of the arbitration shall be Singapore, and the language of the arbitration shall be English.

18.3 Any decision or award of the arbitral tribunal shall be final and binding upon the Parties to

the arbitration proceeding. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found, and that a court ruling upon enforcement of the arbitral award may be entered in any court having jurisdiction thereof. The Parties also hereby irrevocably waive and exclude any right to appeal to any court in any jurisdiction against any such decision or award, or to seek any review or revision of any such decision or award by any court in any jurisdiction. The foregoing shall be without prejudice to the rights of either Party to refer any Dispute to the courts for resolution where necessary to preserve the subject matter of the action by way of injunctive or declaratory proceedings.

19. Not Applicable

20. Entire Agreement

20.1 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.

21. Variation and Amendment

21.1 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.

22. Invalidity

22.1 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.

23. Counterparts

23.1 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.

24. Waiver

24.1 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.

25. Anti-Bribery and Anti-Corruption

25.1 The Contractor undertakes, represents and warrants that:

25.1.1 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

25.1.2 without prejudice to the generality of 25.1.1, 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.

25.2 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.

25.3 The Company shall have the right to terminate this Agreement if the Contractor breaches this Clause 25.

26. Non-Exclusivity & Non-Solicitation

26.1 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.

26.2 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.

27. Change of Control

27.1 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.

28. Personal Data

28.1 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/or other applicable data protection laws (together with the PDPA, "**Applicable Data Protection Laws**") which are collected, processed, disclosed and/or used by any Party for any purpose arising out of or in connection with this Agreement, 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 or by virtue of this Agreement.

28.2 Each of the Company and the Contractor shall, in its collection, processing, disclosure or other use of Personal Data adhere to the requirements of the PDPA and other Applicable Data Protection Laws. Without prejudice to the generality of the foregoing, each Party shall, where required and in the manner required by any Applicable Data Protection Laws:

28.2.1 use Personal Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying such purposes and obtaining the consent of the individual to whom the Personal Data relates ("**Subject Individual**");

28.2.2 ensure that its personnel who are authorized to collect, process, disclose and/or use Personal Data are under appropriate and legally enforceable confidentiality obligations;

28.2.3 provide Subject Individuals with access to their Personal Data and the ability to correct such Personal Data upon request along with their other rights under Applicable Data Protection Laws and promptly notify the other Party upon receipt of any such request from Subject Individuals seeking to exercise such rights ;

28.2.4 use reasonable efforts to ensure the accuracy of Personal Data;

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

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

28.2.7 not transfer any Personal Data outside Singapore without the prior written consent of the other Party, and if consent is given, to transfer Personal Data outside Singapore only in accordance with the requirements in the PDPA.

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).

29. Relationship Between the Parties

29.1 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.

30. Reasonableness

30.1 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.

31. Contracts (Rights of Third Parties) Act

31.1 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 9.7 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.

32. Governing Law and Jurisdiction

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

32.2 Subject to the dispute resolution provisions in Clause 18, the Parties submit to the non-exclusive jurisdiction of the courts of Singapore.

Schedule 1
Agreed Services

Please See Appendix I

Schedule 2
Service Frequencies and Periods

Schedule 3
Addendum for Additional Services

[*To be issued on the letterhead of the Company*]

[Date]

[Address of Contractor]

Dear Sirs

Transport Services Agreement

1. We refer to the Transport 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:

[Appendix

Additional Services and Schedule of Rates for Additional Services]

Schedule 4
Schedule of Rates for Agreed Services

Please See Appendix D

1. In consideration of the Contractor completing each of the specified in column (2) of the table below, the Company shall pay the Contractor the charges as described and specified against such Services in column (3) of the table below:

2. The Contractor shall determine the amounts payable by the Company in accordance with this Schedule on the last day of each month that such amount becomes due and payable, and prepare and render an invoice for such amounts on the Company in the following month.

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 Aviation Legal Liability Insurance (including products liability) arising under this Agreement with a combined single limit for bodily injury and property damage of not less than SGD2,000,000 any one occurrence and unlimited any one period.

1.2 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:

1.2.1 for any one accident, not less than $**1,500,000** per claim; and

1.2.2 for any one period of indemnity, unlimited;

1.3 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:

1.3.1 **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;

1.3.2 **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;

1.4 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

1.5 any other insurances required under law or customarily effected by persons which provide services similar to or analogous with the Services.

Schedule 6 Save for the insurance coverage referred to in paragraph 1.3, 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.

Personal Data Protection Obligations

1. The Contractor acknowledges and agrees that, in relation to all Personal Data it may receive or access in connection with this Agreement, it shall, to the extent necessary to allow the Company to comply with Applicable Data Protection Laws:

(a) promptly, and in any event within [ten (10)] calendar days from the receipt of a request from the Company, amend, transfer or delete any Personal Data unless such amendment, transfer or deletion of Personal Data would be in breach of any Applicable Data Protection Laws;

(b) promptly upon becoming aware of it, and in any event within [two (2)] business days, notify the Company about any enquiries or legally binding requests for disclosure of the Personal Data received from any data protection authority or a law enforcement authority, unless prohibited by Applicable Data Protection Laws from making such notification, provided always that in the event such data protection authority or law enforcement authority requests a response within a period that is less than [two (2)] business days, the Contractor shall notify the Company of such request within a reasonable period in advance of the end of such period, unless otherwise prohibited from doing so;

(c) if the Contractor directly receives a request from individuals to whom the Personal Data relates ("**Data Subject**") for access to the Personal Data for that Data Subject, or for the rectification or erasure of such Personal Data or any other request or query from a Data Subject relating to its own Personal Data (including Subjects exercising rights under the Applicable Data Protection Laws, which may include rights of objection, restriction of processing, data portability or the right not to be subject to automated decision making) (a "**Data Subject Request**"), the Contractor will:

    (i) promptly notify the Company, and in any event within [two (2)] business days from the Contractor's receipt of the Data Subject Request (without responding to that Data Subject Request, unless it has been otherwise authorised by the Company to do so), including providing details of the Data Subject Request (and any other relevant information the Company may reasonably request);

    (ii) where the Data Subject Request relates to an objection to processing, the Contractor shall, promptly and in any event within [ten (10)] calendar days from the receipt of such Data Subject Request, interrupt or avoid starting the processing (including, for the avoidance of doubt, profiling), unless otherwise notified by the Company; and

    (iii) where required by the Company, provide such assistance for the purposes of responding to the Data Subject Request;

(d) maintain written records of all the Personal Data processed by the Contractor on behalf of the Company, in such form as may be prescribed by the Company from time to time;

(e) provide training on Applicable Data Protection Laws for all its relevant staff once every two (2) years or such additional frequency as may be prescribed by the Company to ensure that its relevant staff are aware of, and will comply with, the security measures and the Contractor's obligations under this Agreement, such training to include but not be limited to such components as may be guided by the Company to the Contractor in writing from time to time, such components to be appropriately adapted by the Contractor for its relevant staff;

(f) promptly make available to the Company upon reasonable request, all information necessary to demonstrate compliance with the obligations laid down in Clause 28, this Schedule and Applicable Data Protection Laws. The Contractor shall permit the Company or a third party authorised by it to carry out audits and inspections of the processing of Personal Data by the Contractor, upon reasonable written notice and during normal business hours. For the avoidance of doubt, such inspection shall not relieve the Contractor of any of its obligations under this Agreement;

(g) promptly inform the Company if, in its opinion, an instruction of the Company infringes Applicable Data Protection Laws;

(h) immediately notify the Company in writing after the Contractor learns of or reasonably believes that there is any misappropriation, improper, unlawful or unauthorized access to, or disclosure or use of, the Personal Data in the possession and/or control of the Contractor which affects the availability, integrity or confidentiality of Personal Data which is processed by the Contractor under or in connection with this Agreement (collectively, "**Security Breaches**"), of all details of the Security Breach known to the Contractor at the material time, which shall include (1) a description of the nature of the Security Breach including, where possible, the categories and approximate number of Data Subjects and records concerned, (2) the name and contact details of the data protection officer or other contact point where more information can be obtained, (3) a description of the likely consequences of the Security Breach; and (4) a description of any immediate measures taken by the Contractor which are reasonably appropriate to contain, to the extent possible, the Security Breach;

(i) take reasonable steps or such other steps as may be required by the Company to mitigate any harmful effect of a use or disclosure of the Personal Data in violation of this Agreement or in connection with a Security Breach and shall use reasonable efforts to assist the Company in remediating or mitigating any potential damage from a Security Breach. The Contractor shall further promptly provide the Company with regular status updates on any Security Breach upon request from the Company for the duration of the Security Breach, and shall cooperate with the Company on any actions to be taken to resolve such incident;

(j) promptly investigate each Security Breach with a view of concluding such investigation as soon as reasonably possible, and the Contractor shall provide the Company with a written report describing the Security Breach, the root cause analysis, actions taken by the Contractor and/or the Contractor's plans for future actions to prevent a similar Security Breach from occurring;

(k) implement any steps required by the Company to limit, stop or otherwise remedy any actual or suspected Security Breach;

(l) not disclose to third parties (including any regulatory authority) any information about a Security Breach involving the Personal Data without prior written and express permission from the Company for such disclosure, unless the Contractor is mandatorily required by Applicable Data Protection Laws to do so, in which event the Contractor shall, if permitted under Applicable Data Protection Laws, provide reasonable prior written notice to the Company of such disclosure requirement and allow the Company reasonable time to respond to such notice from the Contractor; and

(m) where required by the Company, assist the Company with notifying the Security Breach to a Data Subject in accordance with the Applicable Data Protection Law.

2. Upon request from the Company, the Contractor shall promptly provide a written confirmation to the Company certifying that:

(a) The Contractor has provided, and will continue to provide, training on Applicable Data Protection Laws for all its relevant staff in accordance with 1(e) of this Schedule 7 to ensure that they are aware of, and will comply with, the security measures and the Contractor's obligations under Clause 28 and this Schedule 6; and

(b) All of the Contractor's relevant staff has, and will continue to undergo such training as referred to in Clause 2(a) in this Schedule 6, to ensure that they are aware of, and will comply with, the security measures and the Contractor's obligations under Clause 28 and this Schedule 6.

3. Where the Contractor processes Personal Data on behalf of the Company, the Contractor shall:

(a) taking into account the nature of the processing, assist the Company by taking the technical and organisational measures as set out in the Appendix to this Schedule 6, where applicable to the goods and/or services being provided hereunder, for the fulfilment of the Company's obligation to respond to requests for exercising the Data Subject's rights laid down in the Applicable Data Protection Laws; and

(b) if the Contractor collects Personal Data on behalf of the Company, the Contractor shall, if so required by the Company, use the Company's format of the provision of information to the Data Subjects, and comply with the instructions of the Company as may be issued from time to time to ensure that appropriate consent is obtained by the Contractor on behalf of the Company from the relevant Data Subjects in accordance with the Applicable Data Protection Laws prior to collecting such Personal Data.

The Contractor agrees to enter into an addendum to this Agreement pursuant to which the Company may make modifications to Clause 28 and this Schedule 6 if changes are required for the Contractor to continue to collect, disclose, process or use the Personal Data in compliance with Applicable Data Protection Laws or to address the legal interpretation of Applicable Data Protection Laws, including (i) to comply with any amendments; (ii) to comply with the GDPR and any guidance on the interpretation of its provisions; or (iii) if changes to the membership status of a country in the European Union or the EEA require such modification.

Appendix J

Agreement

Schedule 7

Standard Contractual Clauses

For the purposes of (i) clause 28.2.3(viii) of the Agreement; and (ii) Article 26(2) of the Directive for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection, [insert name of relevant SATS entity] as the Company (each a "**Data Exporter**") and [insert name of relevant Contractor] as the Contractor (the "**Data Importer**") (each a **party** and together the **parties**) have agreed on the following contractual clauses (the "Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the Data Exporter to the Data Importer of the personal data concerning customers as specified below.

[The principal activities of the Data Exporter consist of passenger and cargo air transportation.

The principal activities of the Data Importer is [·]

The personal data transferred concern the following categories of data (please specify):

- [name and contact information including home address, home and mobile telephone numbers and personal email address;]
- [date of birth, passport information, to the extent necessary for compliance with local laws;]
- [driver's licence number and type to the extent necessary for compliance with local laws;]
- [emergency contact information;]
- [insert any other information]

The personal data transferred concern the following special categories of data (please specify):

[Please indicate whether the following data is provided to the counterparty: data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation]]

Clause 1

Definitions

For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions

and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub- processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in the Appendix to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of the Appendix, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub- processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in the Appendix before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

    (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

    (ii) any accidental or unauthorised access; and

    (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of the Appendix which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

[**deliberately not used**]

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely England.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix J

Agreement

Appendix to the Standard Contractual Clauses

1. Notices

Any notices regarding the day-to-day obligations should be communicated in writing via email or other written notice to [•] (or their designees).

2. General Security Practices

The Contractor has implemented and shall maintain appropriate technical and organizational measures to protect personal data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction, including the policies, and procedures and internal controls set forth in this document for its personnel, equipment, and facilities at the Contractor's locations providing services to the Company ("Services").

The Services are set forth in one or more agreements between the Contractor and the Company.

3. Technical and Organizational Security Measures

3.1. Organization of Information Security

a. **Security Ownership.** The Contractor has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.

b. **Security Roles and Responsibilities.** The Contractor's personnel with access to personnel data are subject to confidentiality obligations.

c. **Risk Management.** The Contractor performed a risk assessment before processing the personal data or offering the Services.

3.2. Human Resources Security

a. **General**. The Contractor informs its personnel about relevant security procedures and their respective roles. The Contractor also informs its personnel of possible consequences of breaching its security policies and procedures. Employees who violate security policies may be subject to disciplinary action, up to and including termination of employment. A violation of this policy by a temporary worker or contractor may result in the termination of his or her contract or assignment with the Contractor.

b. **Training.** The Contractor's personnel with access to personal data receive:

   i. annual security awareness and training regarding privacy and security procedures for the Services (including but not limited to recognizing threats and taking safeguards when reading emails and accessing the internet) to aid in the prevention of unauthorized use (or inadvertent disclosure) of personal data;

   ii. training regarding effectively responding to security events; and

   iii. training is regularly reinforced through refresher training courses, emails, posters, notice boards and other training materials.

3.3. Asset Management

a. **Asset Inventory.** Assets associated with Personal Data and related processing equipment are identified and an inventory of assets is maintained.

b. **Information Classification.** The Contractor classifies Personal Data to help identify it and to allow for access to it to be appropriately restricted.

c. **Media Handling**
Contractor's personnel:
i. Use trusted devices/corporate laptops/servers with encrypted storage that are configured with anti-malware software. All software including operating system and the anti-malware software on the machines should be updated and patched frequently.
ii. Protect/Encrypt personal data stored on a mobile device and external media, including laptops, smartphones, USB drives and DVDs; and
iii. Take reasonable measures to prevent accidental exposure of Personal Data.

d. **Data Disposal**

The Contractor shall have a documented data disposal strategy that includes identification/detection and secured data removal/disposal of sensitive data in physical/electronic media.

3.4. Personnel Access Controls

a. **Access Policy.** An access control policy is established, documented, and reviewed based on business and information security requirements.

b. **Access Recordkeeping.** The Contractor maintains a record of security privileges of its personnel that have access to personal data, networks and network services.

c. **Access Authorization.**
i. The Contractor must have data access policies which implements the following:
(a) Principle of least privilege access
(b) Regular reviews of personnel needing access to data
(c) Regular reviews of the rights of personnel to grant such access
(d) Traceability of every login to a single person.
(e) Lock-outs of accounts due to failed login attempts
(f) Locking access of unattended laptops/devices after a short predefined time (example 15 minutes)
(g) Secure password/credential storage
(h) Review and Detection of unauthorised access to data where data includes personal data, credentials storage, logs and audit trails.
(i) Logs of access to data and regular reviews of this access.

ii. The Contractor must have password policies that follow industry best practices (example NIST) with password length/complexity requirements.

3.5. Cryptography

a. **Cryptographic controls policy**

i. The Contractor must have a policy on the use of cryptographic controls based on assessed risks.
ii. The Contractor must ensure that the cryptographic standards used adhere to industry standards adopted by US government/military or driven by internet leaders, eg Google and Amazon.

b. **Key management**. The Contractor must have measures for managing keys and detecting any compromise/unauthorised access in its key system.

3.6. Physical and Environmental Security

a. **Physical Access to Facilities**

i. The Contractor limits access to facilities where systems that process personal data are located to authorized individuals.

ii. Access is controlled through key card and/or appropriate sign-in procedures for facilities with systems processing personal data. Each personnel must be registered and is required to carry an access control pass.

iii. A security alarm system or other appropriate security measures shall be in place in facilities processing Personal Data where practicable, to provide alerts of security intrusions after normal working hours.

b. **Physical Access to Equipment.** The Contractor's equipment that is located off premises is protected by restricting access only to authorized individuals using systems and processes that are in compliance with industry standards.

c. **Protection from Disruptions.** The Contractor uses a variety of industry standard systems to protect against loss of data due to power supply failure.

3.7. Operations Security

a. Operational Policy. The Contractor must maintain policies describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Personal Data and to its systems and networks.
b. The Contractor continues to update its operational processes, procedures and/or practices in a timely manner to ensure that they are effective against the latest threats discovered.
c. Mobile Devices. Mobile devices which are issued by and belonging to the Contractor for purposes of processing Personal Data should have access control measures and remote wipe capability turned on. Procedures should be in place to report and wipe data off lost mobile devices immediately after detection of loss.
d.-Backup recovery media, where possible, shall be kept in an encrypted format.

3.8. Communications Security and Data Transfer

a. The Contractor has network policies which implements the following:
a. Segregation and Filtering of Traffic between Internet and Corporate Zones and between the different Corporate Zones
b. Intrusion Detection Capability
c. Access Control and Password Policies on Network Devices
d. Regular Network vulnerability/Penetration tests conducted by an independent third party at least annually.

3.9. System Acquisition, Development and Maintenance

a. **Security Requirements**. The Contractor must adopt reasonable security requirements for the purchase or development of information systems, including for application services delivered through public networks.

b. **Development Requirements**. The Contractor has policies for secure development, system engineering and support. The Contractor conducts appropriate tests for system/application security as part of acceptance testing processes.

3.10. Supplier Relationships

a. **Policies.** The Contractor has information security policies or procedures for its use of suppliers. The Contractor has agreements with suppliers in which they agree to comply with the Company's and/or the Contractor's security requirements.

b. **Management.** The Contractor performs periodic audits on key suppliers and manages service delivery by its suppliers and reviews security against the agreements with suppliers.

3.11. Information Security Incident Management

a. **Response Process.** The Contractor maintains a record of information security breaches with a description of the breach, the consequences of the breach, the name of the reporter and to whom the breach was reported, and the procedure for recovering data. Further, the Contractor should have robust incident handling and response processes that includes the containment of threat, investigation, recovery and restoration of services.

3.12. Information Security Aspects of Business Continuity Management

a. **Planning.** The Contractor maintains emergency and contingency plans for the facilities in which the Contractor's information systems that process Personal Data are located.

b. **Data Recovery.** The Contractor's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Personal Data in its original state from before the time it was lost or destroyed.

3.13 Audit and Assessment

The Company reserves the right to perform an onsite audit for the purpose of completing the Company's due diligence in security matters upon reasonable request. The Contractor shall permit the Company or a third party authorised by it to carry out such audit, upon reasonable written notice and during normal business hours. The Contractor may require the Company and/or such third party auditor to enter into a confidentiality agreement before permitting it to carry out an audit. Unless such audit or inspection has been necessitated by a material security breach by the Contractor, such audit shall be carried out at the Company's expense.

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

SATS Airport Services Pte Ltd

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: