

**AGREEMENT FOR PROJECT CONSULTANT FOR THE DESIGN, CONSULTATION AND PROJECT  
MANAGEMENT OF THE CONSTRUCTION OF  
A COVERED SHED FOR ACCEPTANCE AND DELIVERY OF BUILT-UP CARGO AT CHANGI  
AIRPORT**

**SATS Airport Service Pte Ltd  
("Client")**

**AND**

**("Project Consultant")**

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**ANNEXURES**

SCHEDULE 1 - SPECIFICATIONS  
ANNEX A to E of RFP

This agreement ("**Agreement**") is made the            day of            2021 by and between:

- (1) **SATS AIRPORT SERVICES PTE LTD** (Company Registration No: 198500561R), a company incorporated in the Republic of Singapore and having its registered office at SATS Inflight Catering Centre 1, 20 Airport Boulevard, Singapore 819659 (the “**Client**”); and
- (2) \_\_\_\_\_ (Company Registration No. \_\_\_\_\_), a company incorporated in Singapore and having its registered address at \_\_\_\_\_, Singapore \_\_\_\_\_ (the “**Project Consultant**”);

**WHEREAS** the Client is desirous of appointing the Project Consultant to provide and/or perform the services as set out in Annexes A to D (“**Services**”) (as hereinafter defined) for the purposes of constructing a covered cargo staging shed located at Changi Airport (the “**Project**”), and the Project Consultant agrees to such appointment subject to and in accordance with the terms and conditions of this Agreement.

**IT IS HEREBY AGREED** as follows:

## **1 APPOINTMENT**

- 1.1 The Client hereby appoints the Project Consultant as its consultant to provide and/or perform the Services to the Client and the Project Consultant hereby accepts such appointment subject to and in accordance with the terms and conditions set out herein.
- 1.2 The appointment of the Project Consultant shall commence on [insert date] up to and until [insert date] (“**Term**”) unless earlier terminated in accordance with the provisions of Clause 9 herein. Notwithstanding the above, the Term may be extended at the option of the Client by such reasonable time that the Client deems appropriate if:
  - (a) any requisite approvals in respect of the Project and/or Services are granted late resulting in a delay in the completion of the Project and/or Services;
  - (b) any change in relevant laws or any additional or modified requirements or approvals which may be imposed from time to time by the relevant authorities;
  - (c) the Client requires further Services to be provided and/or performed pursuant to Clause 2.2;
  - (d) the Consultant agrees to perform further Services pursuant to Clause 2.2; and/or
  - (e) the Parties mutually agree in writing to such extension.

## **2 SCOPE OF SERVICES**

- 2.1 The Project Consultant shall, during the Term of this Agreement, provide and/or perform the Services in accordance with the job specifications as set out in Schedule 1, and submit all Deliverables (as hereinafter defined) to the Client in accordance with the table in Schedule 1. For the purposes of this Agreement “**Deliverables**” means the items to be provided by the Project Consultant to the Client as set out in Schedule 1.
- 2.2 The Services provided and/or performed by the Project Consultant under this Agreement shall include any and all reasonable ancillary and/or ad-hoc services that the Project Consultant may be required to perform to carry out its obligations under this Agreement, whether or not such services are expressly indicated in this Agreement and including but not limited to services which are customarily provided in accordance with generally accepted practices, to the extent that such services are not otherwise covered in this Agreement. For the avoidance of doubt, such services shall be performed by the Project Consultant without any increase in the Fees (as hereinafter defined) payable by the Client.
- 2.3 The Project Consultant undertakes and warrants to:

- (i) exercise utmost and professional skill, care and diligence consistent with the highest practices and standards in the industry in the performance and/or provision of Services;
- (ii) possess and shall continue to possess at all times for the duration of this Agreement all expertise, resources, knowledge and skills required for the due and proper performance of the Services in accordance with this Agreement;
- (iii) perform and/or provide the Services in conformance of the provisions, covenants and conditions of this Agreement, to the satisfaction of the Client and be free from any defect, deficiency or flaw or any other failure or fault;
- (iv) liaise and communicate with SATS Airport Services Pte Ltd's representatives in connection with the Services;
- (iv) comply with all instructions and/or directions given by such representatives in connection with the Services;
- (v) ensure that the Project Consultant, all persons employed by the Project Consultant pursuant to this Agreement and any other person responsible for the performance and/or provision of the Services shall at all times, duly comply with the relevant laws, codes of practices, standards, requirements and regulations of all relevant authorities;
- (vi) ensure that all persons employed by the Project Consultant in pursuance of this Agreement are efficient, sober and honest and are competent, properly qualified and possess the relevant experience, expertise, knowledge and skills required for the due and proper performance of the Services in accordance with this Agreement;
- (vii) ensure that all statutory provisions and requirements affecting the works to be carried out hereunder or the conduct of its employees or agents whilst in the vicinity of the company's premises are complied with;
- (viii) ensure that all corporate and governmental approvals, consents, licenses and permits required for the purposes of the Project/ have been obtained and will continue in force for the Term of this Agreement;
- (ix) possess and continue to maintain at all times of the Term, all necessary and applicable licences, permits and adequate insurance coverage as required by the Client and will obtain the same at no cost to the Client;
- (x) obtain and maintain at all times for the Client all necessary licences of intellectual property rights ("IP Rights") so as to enable the Client to use and operate any third party proprietary matter required under or arising out of or in connection with this Agreement, without infringing any third party rights;
- (xi) deliver good title to and rights in all Deliverables, without any encumbrances, to the Client;
- (xii) the execution and delivery of, and performance by the Project Consultant, of its obligations under this Agreement will not result in a breach of, or constitute a default under, any agreement or licence to which the Project Consultant is a party or by which it is bound and which is material in the context of the Services contemplated by this Agreement;
- (xiii) be fully responsible for preparing, developing and coordinating all such designs necessary to enable the Project to be constructed and/or be fully operational in accordance with the Project and/or the Client's requirements and shall be fully responsible for the adequacy and fitness of the designs for their intended purposes;

- (xiv) take all steps necessary to ensure the expeditious and proper execution of the Services in compliance with such timelines as provided in Annex B. Without limiting the generality of the foregoing, the Project Consultant shall not carry out or authorise any modification or work involving additional cost or time without the prior written approval of the Client;
- (xv) carry out its duties under this Agreement in close collaboration with any other consultant appointed by the Client and when documents are called for, the Project Consultant shall provide the same;
- (xvi) provide the Client with a list of its employees involved in the performance and/or provision of Services under this Agreement (the "Personnel") prior to the commencement of this Agreement. For the avoidance of doubt, the Client reserves the right to object to any of the Project Consultant's Personnel, and the Project Consultant shall, immediately upon receipt of notification from the Client, replace such Personnel with suitably and technically qualified employees as approved by the Client at no cost to the Client;
- (xvii) not changing any of its Personnel or appoint replacements of any of them without the prior written approval of the Client;
- (xviii) find a suitable replacement within fourteen (14) days, in the event any of the Project Consultant's Personnel resign; and
- (xix) at the request of the Client, provide the Client with an updated list of its Personnel at any time or from time to time during the Term of this Agreement.

### 3A FEES AND REIMBURSEMENT

3.1 In consideration of the Project Consultant performing and/or providing the Services to the Client, the Client agrees to pay the Project Consultant in accordance with the fee payment schedule set out in Annex C a total of SGD 724,100 (the "**Fees**"). For the avoidance of doubt, the Fees are exclusive of any taxes to be levied on fees for the provision of Services. Where such a tax is levied, it will be on the Client's account. Under Singapore law, a goods and services tax ("**GST**") will be charged on the monthly invoice at the prevailing rate. An invoice will be submitted to the Client at the end of each stage of work set out in column 2 of Clause 5 of Annex C and, unless otherwise agreed to in writing by both parties, and the Client shall remit payment in respect of undisputed invoices within forty five (45) days of receipt of each invoice after the Client has provided written confirmation that the works are completed to the its satisfaction. Unless otherwise specified, all invoices will be billed in Singapore dollars and all payments required to be made under this agreement shall be made in Singapore dollars.

3.2 In the event the Client disputes the amount invoiced by the Project Consultant pursuant to any invoice, the Client shall within 21days of receipt of the Project Consultant's invoice respond in writing to the Project Consultant, where the response shall:

- (a) state the amount the Client proposes to pay (the "**Response Amount**"); and
- (b) include all supporting reasons if payment is withheld or if the amount which the Client proposes to pay is less than the amount claimed in the Project Consultant's invoice,

in which event the Project Consultant shall, following the issuance of the Client's response, deliver to the Client a revised invoice for the Response Amount, after which the Client shall within forty-five (45) days of the receipt of such revised invoice, pay the Project Consultant the Response Amount.

3.2 If services clearly outside the agreed scope of Services set out in Annexes A to D and/or beyond the scope of Clause 2.2 are necessary, the Project Consultant shall first inform the

Client of the necessity of such services and provide the Client with the estimated fee for such services, and the Project Consultant shall only proceed with such services and incurring costs for the same upon receipt of the Client's written approval to do so.

- 3.3 The Client shall reimburse the Project Consultant for the following provided always that proper and adequate documentation and/or receipts are submitted to the Client by the Project Consultant and accepted by the Client:
- (i) Civil & Structural endorsement to CAG or related government board;
  - (ii) Registered Inspector Fees; and
  - (iii) Authority submission fees and plan fees.
- 3.4 Notwithstanding any other provision to the contrary herein, the Client shall be entitled, at any time and from time to time, without notice to the Project Consultant, to set off and deduct from any and all amounts payable to the Project Consultant (whether under this Agreement or otherwise ), any and all sums that may be due and owing by the Project Consultant to the Client, whether under this Agreement or otherwise and whether as damages or otherwise (including, without limitation, any amounts previously overpaid by the Client to the Project Consultant).
- 3.5 For the avoidance of doubt, save as otherwise expressly provided in this Clause 3 or as mutually agreed in writing between the Parties from time to time, the Project Consultant shall not be entitled to any fee, remuneration, payment, reimbursement, indemnity or compensation from the Client in connection with the performance and discharge by the Project Consultant of its obligations under this Agreement.

### **3B REMEDIES FOR NON-CONFORMING SERVICES**

- 3.6 If any of the Services required to be performed by the Project Consultant under this Agreement is or are not performed, or performed incompletely or otherwise than in accordance with this Agreement ("Non-Conforming Services"), the Client shall not be required to pay the Project Consultant the fees for those Non-Conforming Services, and:
- (a) the Client 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 Project Consultant, require the Project Consultant to re-execute, rectify or remedy the Non-Conforming Services to the satisfaction of the Client at the Project Consultant's cost and expense within 30 days of the Project Consultant's receipt of the said written notice; 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(s) to provide and complete those Non-Conforming Services by such means and in such manner as the Client may consider appropriate in the circumstances; and
  - (b) the Project Consultant shall pay the Client on demand the total of the amount by which the total of the costs and expenses incurred by the Client as a consequence exceeds the total fees which would otherwise have been payable by the Client to the Project Consultant for the performance of the Services which are Non-Conforming Services.
- 3.7 In addition to the foregoing, if applicable, the Client shall be entitled in its sole discretion to require the Project Consultant to refund to the Client any fees that may have been paid in advance by the Client to the Project Consultant any Services contemplated to be provided by the Project Consultant for the remaining term of this Agreement.

3.8 Any amounts payable by the Project Consultant to the Client pursuant to Clauses 3.6 and 3.7 shall be recoverable as a debt due from the Project Consultant to the Client, and without limiting the generality of Clause 3.4, may at the Client's election be deducted from and set-off against any amount due from the Client to the Project Consultant.

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

#### **4 OWNERSHIP OF MATERIALS**

4.1 All finished materials and/or Deliverables prepared for and on behalf of the Client shall vest in and remain the property of the Client, and will be returned to the Client upon the Client's request.

4.2 Where materials vest in the Client, the Client shall have the right to alter, modify or vary materials, programmes and projects produced or developed by the Project Consultant for the Client in any manner the Client deems fit.

4.3 All IP Rights in respect of materials products or developed, whether jointly with the Client or otherwise solely by the Project Consultant, in the performance or in relation to the Services shall vest in and be the sole and exclusive property of the Client, who shall have the absolute right to assign the IP Rights to any third party. The Project Consultant shall use such materials solely in connection with work relating to the Services to be performed by the Project Consultant under this Agreement and shall not disclose, modify, divulge, release or sell to any other persons or otherwise deal with the same without the Client's prior written consent.

4.4 The Project Consultant undertakes that any and all materials or documents supplied by the Project Consultant in relation to the Services do not infringe any IP Rights of whatever nature of any third party. Notwithstanding the above, the Project Consultant agrees to fully indemnify the Client against all IP Rights infringement claims including any costs, charges and expenses in respect thereof.

4.5 The provisions of this Clause 4 shall continue to have effect notwithstanding the termination and/or expiry of the Project Consultant's appointment hereunder.

#### **5 CONFIDENTIALITY**

5.1 For the purposes of this Agreement, "**Confidential Information**" includes the terms of this agreement, all information (written or oral) concerning the business and affairs of the Client (including, without limitation, customers and services of the Client or its related or associated companies, reports, recommendations, advice or tests), and data, obtained or received or accessed by the Project Consultant as a result of or in connection with the entry or performance of this agreement. Any information which the Project Consultant has received or will receive in tangible form from the Client that is marked as "Confidential" or "Proprietary" or with words to similar effect pursuant to this Agreement will also be considered Confidential Information.

5.2 The Project Consultant agrees to treat as secret and keep confidential and procures that its officers, employees and agents keep confidential, any Confidential Information, and shall not, disclose the Confidential Information to any other person unless disclosure has been expressly permitted by the Client in writing. The Project Consultant agrees and acknowledges that Confidential Information shall only be used for the purposes of performing its obligations under this Agreement.

5.3 The Project Consultant agrees to disclose such Confidential Information only to the extent necessary to such of its officers, employees and agents as shall have a need to know for the proper purposes referred to herein. The Project Consultant hereby undertakes to take all such

steps as shall from time to time be necessary to ensure compliance by its officers, employees and agents with the provisions of this Clause 5, including but not limited to placing such officers, employees and agents under undertakings of confidentiality and containing similar conditions provided in this Clause 5. Notwithstanding the above, the Project Consultant undertakes full responsibility for the maintenance and preservation of the confidentiality of any Confidential Information disclosed pursuant to this Agreement and the due compliance by such officers, employees and agents of the conditions of such undertakings to the same extent as if they were undertaken by the Project Consultant.

- 5.4 The confidentiality obligations referred to herein shall not apply to any information which:
- a) is in the possession of and is at the free disposal of the Project Consultant prior to the receipt of such information from the Client without any obligation to maintain its confidentiality;
  - b) is in or enters the public available domain, other than by reason of any breach, default or willful or negligent act or omission of the Project Consultant or any of its officers, employees or agents;
  - c) is independently developed by the Project Consultant without the use of Confidential Information; and
  - d) is required to be disclosed by the Project Consultant under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the Project Consultant is subject; provided that the Project Consultant is in such circumstances shall promptly notify the Client and shall take all such steps to minimize or avoid disclosure of such information.
- 5.5 All Confidential Information in tangible form (including all copies or reproductions thereof in any media and all documents into which any Confidential Information has been incorporated) will be returned and delivered up to the Client or destroyed by the Project Consultant, immediately upon request by the Client. The Project Consultant will produce promptly upon the Client's request a certificate signed by any of its directors or its chief executive officer or equivalent, confirming that this has been completed.
- 5.6 The obligations of the Project Consultant under this Clause shall remain notwithstanding the termination and/or expiry of this Agreement for any reason whatsoever.

## **6 INDEMNITIES AND LIMITATION OF LIABILITY**

- 6.1 The Project Consultant shall indemnify and hold harmless the Client, its affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, in full from and against any and all actions, proceedings, claims, damages, liabilities, losses, costs and expenses (including without limitation, legal costs and expenses on a full indemnity basis, and any fines, penalties, levies and charges) whatsoever arising out of or in connection with wilful acts, omissions, default or negligence of the Project Consultant, its officers, employees, agents, servants, suppliers, vendors, contractors or subcontractors in relation to the PR activities and/or services provided under this agreement.



- 6.2 The Client shall have no responsibility (whether to the Project Consultant or otherwise) in respect of any losses which are not reasonably foreseeable, any indirect or consequential losses, any loss of profit, use, anticipated savings, goodwill, reputation or business contracts, or any other form of pure economic loss, or any loss or damage suffered by the Project Consultant as a result of, or in connection with, any claim brought against the Project Consultant by any third party, howsoever arising (whether in contract, tort or otherwise) and even if the Client had been advised of the possibility or likelihood of the same.
- 6.3 The Project Consultant agrees and acknowledges that money damages are not a sufficient remedy for any breach of its confidentiality obligations under this Agreement and that the Client shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach thereof, in addition to any other remedies available at law or in equity.

## 7 FORCE MAJEURE

- 7.1 If the performance or observance of this Agreement or of any obligation herein is prevented or delayed by reason of an act of God, civil commotion, storm, fire, riots, strikes, legal moratorium, war, revolution or action by government ("**Event of Force Majeure**"), the party so affected shall, upon prompt notice of such cause being given to the other party, be excused from such performance or observance to the extent of such prevention or during the period of such delay, provided that the party so affected shall use its reasonable best efforts to avoid or remove the cause or causes of non-performance and observance with utmost dispatch. For the avoidance of doubt, where an Event of Force Majeure results in the temporary suspension of the Services to be performed by the Project Consultant, the Client shall not be obliged to pay the [monthly Fees] from the effective date of the Event of Force Majeure until such time as the Event of Force Majeure shall have ceased to have effect. If the Services are partly suspended, a pro rata amount of the Fees shall be forfeited.
- 7.2 If the Event of Force Majeure continues for more than one (1) month, the party affected may terminate this Agreement by written notice to the other party on the date to be specified in that notice, which must not be less than fifteen (15) days after the date on which the notice is given, provided that the Event of Force Majeure is still continuing when it gives that notice and the termination shall have effect upon the expiry of such notice.

## 8 NON-HIRING OF EMPLOYEES

- 8.1 The Project Consultant agrees not to solicit the Client's employees, who are directly or indirectly involved in matters related to this Agreement, for employment with the Project Consultant, and the Client agrees not to solicit the Project Consultant's employees, who are directly and indirectly involved in matters related to this Agreement, for employment with the Client, with effect from the commencement date of this Agreement until one (1) year after the expiry of this Agreement.

## 9 TERMINATION

- 9.1 A party to this Agreement ("Non-Defaulting Party") may at any time during the Term of this Agreement, by notice in writing to the other party ("Defaulting Party"), immediately terminate this Agreement as from the date of service of such notice, following any of the events set out below:
- 9.1.1 a resolution is passed, or a petition is presented, or an order of court is made, for the winding up of the Defaulting Party;
- 9.1.2 a receiver, manager, administrator, administrative receiver, receiver and manager of similar officer is appointed in respect of the business, assets and/or income or any part thereof of the Defaulting Party;

- 9.1.3 the Defaulting Party makes an assignment for the benefit of all or a substantial number of its creditors;
- 9.1.4 the Defaulting Party enters into an agreement for the composition, extension or readjustment of substantially all of its obligations;
- 9.1.5 any similar event to the foregoing occurs in relation to the Defaulting Party under the law of any other jurisdiction; or
- 9.1.6 the Defaulting Party commits a material breach of any obligation under this agreement and, having been given written notice (specifying in reasonable detail the nature of the breach) to remedy the breach by the Non-Defaulting Party, fails to remedy the breach in full within thirty (30) days from the date of service of such notice.
- 9.2 This Agreement may be terminated by the Client without cause at any time during the Term of this Agreement by way of one (1) months' prior written notice to the Project Consultant.
- 9.3 Regardless of the initiator of withdrawal, the Project Consultant will, if so required by the Client and pursuant to a mutually acceptable compensation agreement, complete any work in progress and will, at the request of the Client, continue beyond the notice period should any outstanding projects remain.
- 9.4 Upon expiry or early termination of this Agreement, the Project Consultant procures that the Services and/or Deliverables rendered or delivered up to and including the date of expiry or termination will be properly and fully handed over to the Client or to such other person as the Client may direct in accordance with reasonable procedures specified by the Client.
- 9.5 If termination is effected, the Client shall pay to the Project Consultant for the Services which have been rendered by the Project Consultant such sums accrued due and payable in accordance with the monthly Fees, pro-rated where necessary in respect of the amount of work actually done up to and including the date of termination.
- 9.6 For the avoidance of doubt, in the event of an early termination of this Agreement, the Project Consultant shall forthwith deliver to the Client:
- a) a letter of release stating its unconditional consent to the appointment of a replacement professional consultant for the Project by the Client; and
  - b) all original or certified true copies of drawings, plans, specifications and/or other documents prepared by the Project Consultant for the Project and which are required by the Client for the construction and completion of the Project
- 9.7 Nothing in this Agreement shall prejudice the rights and obligations of the Client which have been accrued prior to the expiry and/or termination of this Agreement or preclude the Client from claiming against the Project Consultant in respect of any loss or damage arising from or incurred as a result of any breach of any provisions of this Agreement occurring prior to or on the expiry or termination of this Agreement.

## **10 ASSIGNMENT**

- 10.1 The Project Consultant shall not assign, novate, delegate or transfer any of its rights or obligations under this Agreement without the prior written consent of the Client. Notwithstanding any consent given by the Client for any assignment, delegation or transfer of the Project Consultant's rights or benefits and/or obligations under the terms of this Agreement, the Project Consultant shall remain solely responsible to the Client for observing and complying with and the due performance of all the duties, obligations, undertakings, warranties and covenants of the Project Consultant set out in this Agreement.

- 10.2 The Client may assign its rights and benefits under the terms of this Agreement to any party, and in the event of such assignment, the duties and obligations of the Client under this Agreement may be performed by its assignee in lieu of the Client. For the avoidance of doubt, the Project Consultant shall be deemed to have consented to such assignment which shall be effective on the date that the Client notifies the Project Consultant of such assignment.

## 11 NOTICES

- 11.1 Any notice or communication required to be given hereunder may be sent by post or transmitted by telefax to the Client at its registered office for the time being and to the Project Consultant at 33 Ubi Avenue 3, #07-68 Vertex Tower A, Singapore 408868 and shall be deemed received within one (1) day if transmitted by telefax (as the case may be) and within two (2) days if send by post.

## 12 SECURITY DEPOSIT

- 12.1 The Contractor shall no later than seven (7) days from the date of this Agreement, furnish a security deposit by way of cash or a banker's guarantee issued by a reputable bank acceptable to the Company on terms prescribed by the Company, of a sum equivalent to five percent (5%) of the Contract Price, valid up to and including the thirtieth (30<sup>th</sup>) day after the last date of expiry of the Warranty Period. Should the Contractor fail to furnish the security deposit as required under this Clause, the Company may without further notice, and without prejudice to any other rights and/or remedies of the Company, set off and deduct against any payment(s) due to the Contractor, such amounts sufficient to comprise the security deposit, and shall hold the same as the security deposit in cash pursuant to this Clause.
- 12.2 This deposit will be refunded after the thirtieth (30<sup>th</sup>) day after the last date of expiry of the Warranty Period, if the Company is satisfied that the Contractor has fulfilled all the terms and conditions and obligations of this Agreement, in Singapore currency by way of a cheque drawn on a bank in Singapore or return of the banker's guarantee if requested by the Contractor, as the case may be. If the Contractor breaches this Agreement, the Contractor will forfeit part or the whole of this deposit to the Company, the actual amount of forfeiture to be determined by the Company, and the balance thereof, if applicable, shall be refunded to the Contractor. No interest shall be paid on the deposit or upon refund thereof.
- 12.3 The Contractor shall maintain the amount of the security deposit set out in Clause 12.1 above until the thirtieth (30<sup>th</sup>) day after the last date of expiry of the Warranty Period and following the deduction of any amount from the security deposit, the Contractor undertakes to top up the cash or provide an additional or replacement banker's guarantee so as to ensure that the amount of the security deposit is at all times equivalent to five percent (5%) of the Contract Price.
- 12.4 If the Contractor elects to provide a banker's guarantee pursuant to **Clause 12.1** and if the Company anticipates that the banker's guarantee will expire earlier than thirty (30) days from the last date of the Warranty Period, the Company shall notify the Contractor to extend the banker's guarantee so that it will expire thirty (30) days from the last date of the Warranty Period. If the Contractor fails to make such extension within seven (7) days from the date of such notice, the Company shall be entitled to call on the banker's guarantee.

## 13. DISPUTE RESOLUTION

- 13.1 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 13, in which event the provisions of this Clause 13 shall prevail and apply.

- 13.2 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.
- 13.3 Any decision or award of the arbitral tribunal shall be final and binding upon the parties to the arbitration proceeding. 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.

#### **14 GIFTS, INDUCEMENTS AND REWARDS**

- 14.1 The Client may determine this Agreement and recover from the Project Consultant the amount of any loss resulting from such determination if the Project Consultant 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 or for showing or forbearing to show favour to any person in relation to any contract, agreement or transaction with the Client or if the like acts shall have been done by any person employed by the Project Consultant or acting or purportedly acting on its behalf (whether with or without the knowledge of the Project Consultant) or if in relation to any contract, agreement or transaction with the Client, the Project Consultant) or any person employed by it or acting or purportedly acting on its behalf commits any offence under the Penal Code or the Prevention of Corruption Act (Chapters 224 and 241 respectively of the 1985 Edition ) 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.

#### **15 ENTIRE AGREEMENT**

- 15.1 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.

#### **16 VARIATION AND AMENDMENT**

- 16.1 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.

## 17 INVALIDITY

17.1 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.

## 18 COUNTERPARTS

18.1 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.

## 19 WAIVER

19.1 The failure of either party to insist upon a strict performance of any term or provision 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.

19.2 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.

## 20 RELATIONSHIP BETWEEN THE PARTIES

20.1 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.

## 21 REASONABLENESS

21.1 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 Agreement are fair and reasonable.

## 22 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

22.1 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.

## 23 GOVERNING LAW

23.1 The terms and conditions set forth herein shall be governed by and construed in accordance with the laws of Singapore. Subject to the dispute resolution provisions in Clause 13, the parties submit unconditionally to the exclusive jurisdiction of the courts of Singapore.

## 24 PERSONAL DATA

24.1 In this Clause, "**Personal Data**" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("**PDPA**") and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Project Consultant and/or its permitted subcontractors by or on behalf of the Client or otherwise received or

obtained by the Project Consultant and/or its permitted subcontractors pursuant to, by virtue of, or in the course of providing the Deliverables.

24.2 Each of the Client and the Project Consultant shall, in its collection, processing, disclosure or other use of Personal Data, for any purpose arising out of or in connection with the provision of the Deliverables, adhere to the requirements of the PDPA. Without prejudice to the generality of the foregoing, each Party shall, where required and in the manner required by any applicable laws or legal requirements ("**Law**"):

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

(b) provide Subject Individuals with access to their Personal Data and the ability to correct such Personal Data upon request;

(c) use reasonable efforts to ensure the accuracy of Personal Data;

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

(e) securely destroy the Personal Data where it is no longer required; and

(f) transfer Personal Data outside Singapore only as prescribed by Law.

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).

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands on the day and the year first abovewritten.

Signed by: )  
)  
)  
for and on behalf of: )  
**SATS AIRPORT SERVICES PRIVATE LIMITED** )  
in the presence of: )  
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Signed by: )  
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for and on behalf of: )  
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in the presence of: )  
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