

AGREEMENT FOR THE SUPPLY, DELIVERY, INSTALLATION AND SERVICE MAINTENANCE OF EQUIPMENT FOR PASTRY MAKING LINE FOR SIC2 BAKERY (“Agreement”)

This Agreement is made the [_____] day of [_____] Between **SATS CATERING PTE LTD** (‘SATSCAT’) a company incorporated in Singapore, company registration no. 198500562G and having its registered office at SATS Inflight Catering Centre 1, 20 Airport Boulevard, Singapore 819659 of the one part and [_____] (‘the Contractor’) [_____] of the other part.

WHEREBY IT IS AGREED BETWEEN THE CONTRACTOR AND SATSCAT as follows:-

1 QUANTITY AND PRICE

1.1 The Contractor shall, subject to the terms and conditions of this Agreement, for the supply, delivery, installation and commissioning of **PASTRY MAKING LINE FOR SIC2 BAKERY** and all the components and accessories as specified in Schedule 1 attached hereto (collectively “the Equipment”) for the aggregate price of Singapore dollars [_____] (S\$_____) (“the Contract Price”). Schedule 1 hereto shall be read together with and form an integral part of this Agreement. For details of pricing, please refer to Schedule 2.

1.2 The Contractor shall be responsible for the furnishing of all designs, labour and tools for the supply, delivery, installation, testing and commissioning of the Equipment (collectively, the “Works”).

1.3 The Contract Price is exclusive of Goods and Services Tax (‘GST’). The GST, if any, will be borne by SATSCAT.

1.4 The Contractor acknowledges and agrees that any of SATSCAT’s Affiliates (as defined below) may during the supply, delivery, installation and commissioning of the Equipment to SATSCAT require the Contractor to supply, deliver, install and commission the Equipment to such Affiliate by issuing a Purchase Order to the Contractor, and the Contractor shall be obliged to supply, deliver, install and commission the Equipment to such Affiliate in accordance with the terms therein and on the same terms as those which are applicable to SATSCAT as set out in this Agreement. For the avoidance of doubt, SATSCAT shall not be responsible or liable for the payment of any sum due to the Contractor for the supply, delivery, installation and commission of the Equipment to any such Affiliate of SATSCAT.

1.5 **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 under common Control (whether directly or indirectly) with the first mentioned person. **“Control”** in relation to any person means either (a) 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 (b) 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. In this instance, Affiliate includes without limitation (i) SATS Food Services Pte. Ltd., (Company Registration No. 197300678G); and (ii) Country Foods Pte Ltd., (Company Registration No. 198500562G).

2 ENTIRETY OF AGREEMENT

2.1 This Agreement including Schedules 1, 2 and 3, constitutes the entire agreement between the parties hereto and supersedes all previous correspondence and agreements (oral or written) exchanged or made between the parties. For the avoidance of doubt, the contents of Schedules 1, 2 and 3 shall be binding on the parties and the parties shall abide by their obligations thereunder.

3 ASSIGNMENT

3.1 This Agreement is personal to the Contractor and shall not be assigned or novated either as to the whole or any part thereof.

3.2 SATSCAT may, by notification to the Contractor, assign or novate the whole or any part of this agreement to any party. The Contractor shall be deemed to have consented to such assignment or novation which shall be effective on the date that SATSCAT notifies the Contractor.

4 COMPLETION OF SUPPLY, INSTALLATION AND COMMISSIONING OF THE EQUIPMENT

4.1 The Contractor shall fully complete the supply, delivery, installation and commissioning of the Equipment by [_____].

5 DELIVERY AND PAYMENT

5.1 The Contractor shall carry out and complete the supply, delivery, installation and commissioning of the Equipment and test the Equipment in accordance with the specifications submitted in their proposal. The Contractor shall also at the request of SATSCAT supply SATSCAT with a certified true copy of the manufacturer's test sheet.

5.2 The Equipment which is to be properly packed and secured in such manner as to reach its destination in good order under normal conditions of carriage shall be delivered to SATSCAT - designated premises as indicated by SATSCAT in writing by the date specified in Schedule 3 hereof and the Contract Price includes any delivery charges. On delivery SATSCAT will acknowledge the receipt of the Equipment but such acknowledgement is only provisional and not an acceptance of the Equipment until the Certificate of Acceptance/Final Acceptance is issued by SATSCAT. The issue of such Certificate of Acceptance/Final Acceptance shall not relieve the Contractor from its responsibility under Clauses 5.3, 6 and 7 hereof.

5.3 If the Equipment comprises any components or accessories manufactured by a person other than the manufacturer of the Equipment the Contractor shall nevertheless deliver the Equipment duly equipped with such components and accessories and all the provisions of this Agreement shall have effect in relation thereto.

5.4 Without prejudice to any other provision contained in this agreement, including without limitation Clauses 5.5 and 17, payment for the Equipment shall be made as follow:

	<u>Payment Date</u>	<u>Percentage of</u>
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		<u>Contract Price</u>
.1	Upon issue of Letter of Award and receipt of the Performance Bond	5%
.2	Upon confirmation and approval of equipment and design	15%
.3	Upon proof of completion of Equipment delivery to site	30%
.4	Upon issuance of Certificate of Acceptance / Final Acceptance of the Equipment	30%
.5	Upon resolution of all outstanding works / rectification and contractual matters	15%
.6	Upon satisfactory completion of the Warranty Period, twelve (12) months from the date of issuance of Certificate of Acceptance / Final Acceptance of the Equipment	5%
	Total	100%

5.5 Notwithstanding any other provision to the contrary contained in this agreement, SATSCAT will be entitled, at any time and from time to time, without notice to the Contractor, to set off and deduct from any and all amounts payable by SATSCAT to the Contractor (under this agreement), any and all sums that may be due and owing by the Contractor to SATSCAT, under this agreement (including without limitation, any liquidated damages payable under any of the clauses of this agreement, or any amounts previously overpaid to the Contractor).

6 WARRANTY AND MAINTENANCE

6.1 The Contractor **HEREBY WARRANTS** that the Equipment shall be free from defective parts and labour for a period of not less than twelve (12) calendar months from the date of commencement of warranty as specified in the Certificate of Acceptance/Final Acceptance issued by SATSCAT (the “Warranty Period”).

The Contractor’s liability shall be limited to defects in the Equipment which appear over the Warranty Period. The Contractor shall continue to provide warranty until the design flaws have been resolved.

6.2 When a defect in a part of the Equipment has been remedied, the Contractor shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Equipment for a period of one year as per Clause 6.3 below. For the remaining parts of the Equipment, the Warranty Period mentioned in Clause 6.1 shall be extended only by a period equal to the period during which and to the extent that the Equipment could not be used as a result of the defect.

6.3 Any fault due to material, workmanship or structural faults or design flaws or defects which may be observed during the relevant Warranty Period specified in Clause 6.1 shall be made good by the Contractor at its own expense which shall include the cost of labour and replacement of parts. The Contractor shall provide its Singapore-based service representative to supervise warranty labour work. All parts repaired and/or replaced during the relevant Warranty Period specified in Clause 6.1 shall be warranted for an additional year from the date of such repair and/or replacement and be subject

to approval by SATSCAT. In the event that any single part is repaired and/or replaced within the twelve (12) month warranty period specified in Clause 6.1 more than twice, warranty for the part shall be extended for a further period of twelve (12) months.

6.4 For the purpose of making good any fault during the Warranty Period, the Contractor shall proceed with reasonable despatch to carry out repairs and remedial work, and minimise the down-time or non-availability of the Equipment. The Contractor shall have appropriate personnel, familiar with the equipment, available for on-call warranty servicing seven (7) days per week, twenty-four (24) hours per day. The Contractor shall commence remedial action within two (2) hours from receipt of notice from SATSCAT requiring such action to be taken. The Contractor shall supply all necessary tools and manuals for servicing of the equipment. Unless prior notice is given and accepted by SATSCAT, no repair or remedial work shall take more than one (1) day. After the Warranty Period (including any extensions in accordance with this Clause 6) has expired, the Parties shall execute a Support Maintenance Agreement is in place on terms and conditions to be mutually agreed in writing.

6.5 If the Contractor fails to complete the repairs and remedial works to the satisfaction of SATSCAT within the said period of one (1) day specified in Clause 6.4, the Contractor shall pay SATSCAT liquidated damages of 0.5% of the Warranty, Preventive Maintenance and Support Price or S\$100 whichever is higher, per day or part of a day that the Equipment is not available as a consequence of such delay in repair or remedial work. The liquidated damages shall not exceed 10% of the Warranty, Preventive Maintenance and Support Price which is [_____].

6.6 The design warranty shall require the Contractor to replace the defective design affecting the Equipment regardless whether the Equipment in question has failed before or within the Warranty Period.

6.7 The Certificate of Acceptance/Final Acceptance shall be issued by SATSCAT within four (4) weeks from the date of commissioning of the Equipment. "The date of commissioning of the Equipment" means the date on which the Equipment is successfully commissioned by the Contractor's local engineer on site and is found functionally operational and acceptable by SATSCAT.

6.8 The Contractor shall, on the day of the signing of this Agreement as a condition precedent to this Agreement, submit to SATSCAT a letter of undertaking from the manufacturer(s) of the Equipment, if any, such that the manufacturer(s) would fulfil Clauses 6 and 7 of this agreement should the Contractor fail to do so.

7 GUARANTEE OF SPARE PARTS

7.1 The Contractor will also provide a critical spare parts list together with the Equipment supplied. These parts are to be purchased separately by SATSCAT.

7.2 Notwithstanding Clause 7.1, the Contractor guarantees that the spare parts/components necessary for the efficient working of the Equipment shall be readily available at all times for ten (10) years from the date of issue of the Certificate of Acceptance/Final Acceptance by SATSCAT. The Contractor guarantees that it will deliver or procure the delivery of the said spare parts/components to SATSCAT within thirty (30) days from the date of SATSCAT's purchase order, failing which, the Contractor shall pay SATSCAT liquidated damages at the rate of 1% of the cost of the spare parts/components ordered for each day or part of a day that delivery is delayed. The liquidated damages shall not exceed 10% of the cost of the spare parts/components.

8 FAILURE OR DELAY TO COMPLETE THE SUPPLY, INSTALLATION AND COMMISSIONING OF THE EQUIPMENT

8.1 The completion date specified in Clause 4 hereof shall be strictly adhered to. In the event of failure or delay by the Contractor to complete the supply, installation and commissioning of the Equipment within the date specified otherwise than in the circumstances provided for in Clause 8 hereof or any extension of time which SATSCAT at its sole discretion may grant in writing, the Contractor shall pay SATSCAT liquidated damages as follows:

- (a) If the Works are not completed at the agreed time for taking over, SATSCAT shall be entitled to liquidated damages from the date on which taking-over should have taken place as specified in Clause 4. The liquidated damages shall be payable at a rate of 0.1% of the Contract Price or S\$5,000 whichever is higher for each commenced day of delay. For the avoidance of doubt, the liquidated damages payable under this Agreement, save for Clauses 6 and 7, shall not exceed 10% of the Contract Price.
- (b) If only part of the Works is delayed, the Purchaser shall be entitled to liquidated damages from the date on which taking-over should have taken place as specified in Clause 4. The liquidated damages shall be payable at a rate of 0.1% of the Contract Price or S\$5,000 whichever is higher for each commenced day of delay. For the avoidance of doubt, the liquidated damages payable under this Agreement, save for Clauses 6 and 7, shall not exceed 10% of the Contract Price.

The liquidated damages shall become due upon issuance of SATSCAT's demand in writing to the Contractor.

8.2 In addition to its rights under Clause 8.1 and any other clause under this Agreement, if the delay is such that SATSCAT is entitled to maximum liquidated damages under Clause 8.1 and if the Works are still not ready for taking-over, SATSCAT may in writing demand completion of the Works within a final reasonable period which shall not be less than one week.

- (a) If the Contractor does not complete the Works within such final period and this is not due to any circumstance which is solely attributable to SATSCAT, then SATSCAT may by notice in writing to the Contractor terminate the Agreement in respect of such part of the Works as cannot in consequence of the Contractor's failure be used as intended by the parties. Furthermore, for the avoidance of any doubt, in the event this Agreement is terminated SATSCAT will be entitled to recover any payments made for any Works not done and shall be entitled to compensation for the loss it suffers as a result of the Contractor's delay. The total compensation shall not exceed 15% of the Contract Price.

8.3 For the avoidance of any doubt, the maximum liability the Contractor will be liable for will be 15% of the Contract Price plus any liquidated damages that may be payable under this Agreement.

8.4 If SATSCAT is unable to accept delivery of the Equipment at the time when the Equipment is due and ready for delivery, the Contractor shall store the Equipment, safeguard it and take all reasonable steps to prevent deterioration until the actual delivery, and SATSCAT shall pay the Contractor the reasonable cost (including insurance) of bailment.

9 SUSPENSION OF OBLIGATIONS TO SUPPLY, INSTALL AND COMMISSION

9.1 If there is any delay in the supply, delivery, installation and commissioning of the Equipment due to any of the following circumstances namely acts of God, arrests and restraints of princes, rulers or people, riots and civil commotions, strikes, lockouts or other disturbances, fire, war and other causes or perils beyond the Contractor's reasonable control, either party shall be entitled to suspend performance of his obligations under the Agreement. Either party may terminate this Agreement should the said *force majeure* not cease within three (3) months from the date it arises.

10 INSTALLATION AND TESTING OF THE EQUIPMENT

10.1 The Contractor shall make arrangements to test the Equipment after installation and ensure that the Equipment is working smoothly.

10.2 If the Equipment fails to meet the necessary requirements specified by SATSCAT it shall be rectified, replaced or rebuilt at the expense of the Contractor until such time that all tests and performance requirements are met.

11 EQUIPMENT DAMAGED OR LOST IN TRANSIT

11.1 The Contractor shall repair or replace without any cost to SATSCAT the Equipment damaged or lost in transit.

12 TRAINING

12.1 The Contractor shall make available to SATSCAT its services for the training of SATSCAT staff in the recommended methods of operation, repair/overhaul of components and preventive maintenance of the Equipment. The full cost of the services shall be borne by the Contractor.

13 REMOVAL OF PROPERTY

13.1 The Contractor will be responsible for ensuring that its employees, workers and agents do not, without prior express authorisation from SATSCAT, remove any items other than items belonging to the Contractor and the respective employees, workers and agents absolutely, from any premises belonging to or occupied by SATSCAT or any of its related or associated corporations.

14 EMPLOYMENT OF ILLEGAL WORKER/ WORKERS

14.1 The Contractor will not employ any illegal foreign workers in the supply, delivery and commissioning of the Equipment for SATSCAT. If any illegal foreign worker is employed by the Contractor, SATSCAT may take such measures, including without limitation the termination of this Agreement, withholding of payments due to the Contractor, forfeiture of the Performance Bond or debarment of the Contractor from future tenders/quotations of SATSCAT or its related or associated

corporations, as SATSCAT may deem appropriate in the circumstances.

14.2 SATSCAT may conduct random on-site checks on the Contractor's employees and workers at the Contractor's premises to verify that the Contractor has complied with this Clause, and the Contractor will permit SATSCAT to enter its premises for this purpose and cooperate with and render all reasonable assistance to SATSCAT in connection with such verification. Notwithstanding the foregoing and any actual checks done by SATSCAT, the Contractor will continue to be fully liable to SATSCAT and its related or associated corporations for any lack of compliance with this Clause.

14.3 The Contractor will, before the commencement of this Agreement, provide SATSCAT with a list of the names and particulars (including address, nationality, passport number and work permit number) of all the workers and employees of the Contractor who will be engaged in the performance of this Agreement, including without limitation in connection with the delivery of the Equipment to SATSCAT in accordance with this Agreement. The Contractor will submit an updated and duly-certified information sheet on its workers (such information to be given to SATSCAT in whatever means or form as required by SATSCAT), including a copy of each of the following items, to SATSCAT weekly for its inspection and record:

- (a) Personal particulars (including name, address, nationality, passport number and work permit number) of its workers in the execution of any part of the works performed for SATSCAT;
- (b) The work permits of new workers;
- (c) The passports, entry permits or re-entry permits of these workers showing that they have lawfully entered and remained in Singapore;
- (d) Personal particulars (including name, identity card, passport and/or foreign identification numbers, and nationality) of all its workers currently or previously (as appropriate) employed by the Contractor to execute works on the premises of SATSCAT and
 - (i) are no longer in the Contractor's employ;
 - (ii) are no longer working on the premises of SATSCAT;
 - (iii) have tendered their resignation to the Contractor or whose employment has been terminated by the Contractor; or
 - (iv) have been absent without official leave from the Contractor.
- (e) Full personal particulars of all its workers who have or had been issued with airport passes, or any other identification passes (particulars to include the airport and other identification pass numbers and expiry dates of such passes), and an update on the return of such passes to the issuing authorities.

14.4 The Contractor shall submit health declaration forms (as prescribed by SATSCAT in its absolute discretion) for each of its workers on a regular basis or as often as shall be determined by SATSCAT.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 All Intellectual Property Rights contained or comprised in the Equipment, any related documentation and all other materials acquired, created or developed by the Contractor for SATSCAT for the purposes of this Agreement ("Subject IP Materials"), shall, unless otherwise expressly agreed between the Parties, be deemed to be irrevocably transferred, assigned to and/or vested in SATSCAT on a perpetual, irrevocable and unconditional basis, on and from the date of creation of the same without further charge.

15.2 If required by SATSCAT, the Contractor shall do all such things and sign all such documents necessary to vest all such Intellectual Property Rights in the Subject IP Materials assigned or otherwise transferred or granted to SATSCAT under this Agreement. For the avoidance of doubt, unless otherwise expressly agreed, the Contractor shall have no right to sub-license, assign or transfer such Intellectual Property Rights to any third party.

15.3 Where the Contractor does not so create or own such Intellectual Property Rights in the Subject IP Materials, the Contractor shall obtain and maintain at all times for SATSCAT all necessary licenses (on a worldwide, irrevocable, fully paid-up, royalty-free, transferable and in perpetuity basis) of such Intellectual Property Rights to enable SATSCAT to use, operate, publicly perform and otherwise dispose of the Equipment without further costs to SATSCAT.

15.4 The Contractor represents, warrants and undertakes to SATSCAT, as a continuing warranty, that it has the right to grant the rights to SATSCAT as set out in this Agreement and that, to the best of the knowledge of the Contractor, its performance of this Agreement shall not breach or otherwise infringe the Intellectual Property Rights of any other parties.

15.5 The Contractor shall indemnify and hold harmless SATSCAT and its Affiliates against any damages, liability, losses, expenses, or claims (including legal costs) arising from or in respect of any breach by the Contractor of Clause 15.4, where there is a claim or action by any third party for infringement of the Intellectual Property Rights in connection with the Subject IP Materials (an "Intellectual Property Infringement"). SATSCAT shall use reasonable commercial efforts to inform the Contractor of any Intellectual Property Infringement upon becoming aware of the same. In addition to the above and without prejudice to the above and any other rights in contract or at law:-

- (a) if required by SATSCAT, the Contractor shall procure the right to continue with the use of the part or part thereof which is the subject of the Intellectual Property Infringement;
- (b) if required by SATSCAT, the Contractor shall replace or modify the Equipment or Subject IP Materials or part thereof which is the subject of the Intellectual Property Infringement so that it is no longer infringing but will function in an equivalent manner; and/or
- (c) SATSCAT shall be entitled to reject the entire Equipment or Subject IP Materials and terminate this Agreement. Thereupon, the Contractor shall refund to SATSCAT all amounts paid under the Agreement;

For the avoidance of doubt, SATSCAT shall be entitled to exercise its rights under this Clause regardless of the extent or materiality of the Intellectual Property Infringement. Such rights of termination shall be without prejudice to SATS' other rights and remedies under this Agreement.

15.6 For the purpose of this Agreement, “Intellectual Property Rights” includes in Singapore and throughout the world and for the duration of the rights (a) any patents, utility models, copyrights, registered or unregistered trademarks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know-how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters patent, deed of grant, certificate or document of title for anything referred to in paragraphs (a), (b) or (c) of this definition.

15.7 For the avoidance of doubt, the aggregate liability cap set out in Clause 8 shall not apply to any Intellectual Property Infringement claims.

16 INSURANCE AND INDEMNITY

16.1 The Contractor shall insure the Equipment from the time the Equipment leaves the factory until the Certificate of Acceptance/Final Acceptance is issued by SATSCAT.

16.2 The Contractor shall also insure against any damage, loss, death or injury which may occur to any person or property whatsoever in carrying out or omitting to carry out its duties under this Agreement and shall **INDEMNIFY and keep SATSCAT and its related and associated companies INDEMNIFIED** in respect of all claims, costs and other expenses arising out of such damage, loss, death or injury.

16.3 The Contractor **INDEMNIFIES SATSCAT and its related or associated companies** in full from and against all actions, proceedings, liability, loss, damage, costs and expenses whatsoever (including without limitation legal costs and expenses on a full indemnity basis, and any fines, penalties, levies and charges), that may be brought against any of them or that any of them may suffer or incur, as a direct or indirect result of:-

- (a) the Contractor’s breach of or non-compliance with any of the provisions of this Agreement; or
- (b) any unauthorised removal of items as referred to in Clause 13; or
- (c) any infringement of the trademarks or any other intellectual property rights whatsoever of any person, by any of them, resulting from the supply, delivery, installation or commissioning of the Equipment under this Agreement for their own use or onward supply to other persons; or
- (d) the Contractor’s employment or hire of illegal foreign workers in breach of Clause 14; or

- (e) otherwise arising in any way out of SATSCAT's entry into this Agreement with the Contractor, or the supply, delivery, installation or commissioning of the Equipment from the Contractor under the terms of this agreement.

17 PERFORMANCE BOND

17.1 A performance bond in the sum of five percent (5%) of the Contract Price either by a crossed cheque or a banker's guarantee (in the form prescribed by SATSCAT and issued by a reputable bank acceptable to SATSCAT) shall be given to SATSCAT free of interest by the Contractor (the "Performance Bond"). The date of expiry shall be twelve (12) months after the date of commencement of the Warranty Period as specified in the Certificate of Acceptance of the Equipment. SATSCAT shall be entitled to deduct from the Performance Bond such amount(s) required (the exact amount(s) to be determined by SATSCAT) to make good any breach of this Agreement by the Contractor, or to compensate for any loss or damage caused to SATSCAT by the Contractor, or amounts owed to SATSCAT by the Contractor under this Agreement. The Contractor must furnish the Performance Bond to SATSCAT on or before the commencement of the term of this Agreement, failing which SATSCAT will, without further notice, set off and deduct against any payment(s) due to the Contractor, such amounts sufficient to comprise the Performance Bond, and shall hold the same as the Performance Bond in cash pursuant to this clause.

18 TERMINATION

18.1 In addition to Clause 8, SATSCAT may terminate all or any part of this Agreement by giving the Contractor twenty-four (24) hours prior written notice if the Contractor:-

- (a) takes or has taken or instituted against any action or proceeding, whether voluntary or compulsory, having for its object the winding up of the Contractor other than a voluntary winding up by members for the purposes of reconstruction or amalgamation, or if a meeting of the Contractor's creditors be called, or if a receiver or official manager be appointed in respect of all or any part of the Contractor's property, business or undertaking, or if a distress or execution be threatened or levied on or against all or any part of the Contractor's property or if the Contractor enters into a composition or other arrangement with its creditors.

18.2 If taking-over is prevented by SATSCAT's default and this is not due to any such circumstance as mentioned in Clause 9.1, the Contractor may by notice in writing require SATSCAT to remedy his default within a final reasonable period which shall not be less than one week.

18.3 If, for any reason which is not attributable to the Contractor, SATSCAT fails to remedy his default within such period, the Contractor may by notice in writing terminate the Agreement in whole or in part. The Contractor shall then be entitled to compensation for the loss it suffers by reason of SATSCAT's default. The compensation shall not exceed that part of the Contract Price which is attributable to that part of the Works in respect of which the Contract is terminated.

19 GIFTS INDUCEMENTS AND REWARDS

19.1 SATSCAT may terminate this Agreement forthwith and recover from the Contractor the amount of any loss resulting from such termination if the Contractor 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 the agreement with SATSCAT or for showing or forbearing to show favour to any person in relation to any contract with SATSCAT or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with SATSCAT, the Contractor or any person employed by it or acting on their 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.

20 REPRESENTATIONS AND WARRANTIES

20.1 The Contractor undertakes, represents and warrants that:

- (a) 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 Agreement;
- (b) 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;
- (c) the Contractor possesses and shall continue to possess at all times during the duration of this Agreement all expertise, resources, knowledge and skills required for the due and proper performance of its obligations;
- (d) each of the Contractor's personnel is competent, properly qualified and possesses the relevant experience;
- (e) all services provided under this Agreement shall at all times be performed to the satisfaction of SATSCAT, and shall be free from any defect, deficiency or flaw or any other failure or fault;
- (f) the Contractor, the Contractor's personnel and any other person responsible for providing and performing the contractor's obligations under this Agreement 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;
- (g) the Contractor possesses all necessary and applicable licences, permits and adequate insurance coverage as required by SATSCAT, and will obtain the same at no cost to SATSCAT;

- (h) the Contractor shall conform in every respect with such safety and security rules and regulations as SATSCAT may prescribe in connection with entering onto or remaining at SATSCAT's premises;
- (i) the Contractor shall obtain and maintain at all times for SATSCAT all necessary licences of intellectual property rights so as to enable SATSCAT to use and operate any third party proprietary matter required under this Agreement, without infringing any third party rights; and
- (j) the Contractor has good title to and rights in all deliverables, if any, without encumbrances and has the right to transfer the same to SATSCAT.

20.2 The undertakings, representations and warranties in this Clause 20 shall be separate and independent and shall not be limited by reference to any other sub-clause or by anything in this Agreement.

21 GOVERNING LAW

21.1 This Agreement shall be construed and governed by the law of the Republic of Singapore. The Parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.

22 HEADINGS

22.1 The headings to the clauses of this Agreement are for ease of reference only, and shall not be taken into account in the interpretation or construction of this Agreement or any of its provisions.

23 NOTICES

23.1 All notices permitted or required to be given hereunder shall be in writing and either delivered in person or sent by certified registered mail, postage prepaid, or facsimile, to the address of the relevant party as set out in page 1 or the facsimile number of the relevant party as set out below, or such other address or facsimile number as notified by the relevant party to the other from time to time.

SATSCAT : [_____]

The Contractor: [_____]

24 AIRPORT PASS

24.1 The Contractor will bear the cost relating to applications for airport passes and other identification passes to be issued to its workers employed in performing its duties in pursuance of this Agreement and shall ensure the return of the passes to the issuing authorities for workers who are no longer under their employment or who cease to work on the premises of SATSCAT. The Contractor shall return all the airport passes of its workers at the termination or expiry of this Agreement unless it

is extended in accordance with the provisions herein. Proof of return of the airport passes shall be furnished by the Contractor. For each failure of the Contractor to return airport passes and other identification passes immediately to the issuing authorities for workers who are no longer under their employment or who cease to work on the premises of SATSCAT, the Contractor will pay SATSCAT liquidated damages of S\$200, the sum of which the Contractor acknowledges and agrees represents a genuine pre-estimate of the loss that SATSCAT would suffer as a result of the Contractor's breach of this Clause.

25 COMPLIANCE WITH LAWS AND REGULATIONS

25.1 The Contractor shall at all times comply with its obligations under the Workplace Safety and Health Act and all other governing laws that are in force during the duration of this Agreement.

26 CONFIDENTIALITY

26.1 The Contractor acknowledges that all information relating to SATSCAT and/or its operations are confidential and belong to SATSCAT. The Contractor shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of SATSCAT, copy or use or disclose any such information whether during or after the expiry or termination of this Agreement to any person save and to the extent that such use or disclosure is necessary:

- (a) for the discharge of the Contractor's obligations under this Agreement; or
- (b) for financial reporting purposes of the Contractor; or
- (c) to comply with statutory or regulatory requirements (including the requirements of any stock exchange) in Singapore; or
- (d) in the prosecution or defence of any legal action in any court of law or pursuant to any order of court.

26.2 Notwithstanding the above, the Contractor shall not disclose any of the confidential information referred to above in this Clause 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 26.1, 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 personnel and the due compliance by such personnel of the conditions of such undertakings to the same extent as if they were undertaken by the Contractor.

26.3 Clause 26.1 shall not apply to any confidential information which at the time it is disclosed, made available or otherwise provided by SATSCAT, 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 of Clause 26.1.

26.4 Notwithstanding the termination or expiry of this Agreement for whatever reason, the obligations and restrictions in this Clause 26 shall survive the termination or expiry of this Agreement for a period of three (3) years from the termination or expiry of this Agreement.

27 GENERAL

27.1 No failure or delay by any Party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of any Party under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under general law.

27.2 This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior oral or written communications, representations or agreements in relation to the subject matter of this Agreement.

27.3 If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement which shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

27.4 No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties. The expression “**variation**” shall include any amendment, supplement, deletion or replacement however effected.

27.5 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, 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.

27.6 This Agreement may be executed by the Parties in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument.

SCHEDULE 1
Scope of Work & Technical Specifications

SCHEDULE 2
Pricing

SCHEDULE 3
Project Schedule