

**CONDITIONS OF CONTRACT
FOR QUOTATION**

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1. Definitions and Interpretation

1.1 In these Conditions, unless expressly agreed or the context otherwise requires:

- (1) **“Agreement”** means the agreement signed between CAG and the Contractor for the provision of Goods and/or Services by the Contractor (if any) pursuant to the Contractor’s Quotation to CAG.
- (2) **“CAG”** means Changi Airport Group (Singapore) Pte. Ltd.
- (3) **“Confidential Information”** means the existence and contents of the Contract, any obligation performed by the Contractor under the Contract, the Deliverables and all information, data or knowledge in any form related to the Contract disclosed by CAG to the Contractor but does not include such information, data or knowledge lawfully possessed by the Contractor or which were not acquired directly or indirectly from CAG or which entered the public domain other than as a result of any breach, action or omission by the Contractor.
- (4) **“Contract”** means the Quotation, the Letter of Acceptance or Agreement (as the case may be), this Conditions of Contract For Quotation, the Purchase Order(s) (if any), the Particular Requirements, all other documents referred to in the Letter of Acceptance or Agreement (as the case may be) and such other letters or documents as Parties may expressly identify in writing and agree as forming part of the contract.
- (5) **“Contractor”** means the party to whom CAG has issued the Letter of Acceptance pursuant to the Quotation or entered into an Agreement with CAG to provide the Goods and/or Services.
- (6) **“Deliverables”** means all documents, products and materials developed by the Contractor or its agents, consultants and employees as part of or in relation to the Contract in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (7) **“Force Majeure”** means any event or circumstance the occurrence and/or the effect of which the Party affected thereby is unable to prevent and avoid, notwithstanding the exercise of reasonable foresight, diligence and care on the part of that Party and shall, to the extent the following acts, events and conditions fall within the foregoing limitations, include but not be limited to acts of God, acts of civil or military authority, fires, epidemics, governmental restrictions, earthquakes, storms, typhoons, floods, breakdowns in electronic and computer information and communications systems, war, hostilities,

insurgency, terrorism, civil commotion or riots, industrial action by workmen, strikes, lockouts, labour disputes or embargoes in Singapore, provided and to the extent that any of the same are not due to any act, omission, refusal, breach, default, or neglect on the part of the Parties.

- (8) **"Goods"** means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract (if any).
- (9) **"Goods and Services Tax"** means any Goods and Services Tax chargeable under the GSTA.
- (10) **"Government"** means, unless the context otherwise requires, the Government of Singapore or any other government in the world that has jurisdiction over this Contract or performance thereof.
- (11) **"Government Agency"** or **"Government Agencies"** means the Government, any organs of the Government and any Governmental, semi-or quasi-Governmental, administrative, statutory, fiscal or judicial body, department, commission, authority, tribunal, minister, agency or entity and any other body, department, commission, authority, tribunal, minister, agency or entity having jurisdiction over this Contract and/or any Party.
- (12) **"GSTA"** means the Goods and Services Tax Act (Cap. 117A of Singapore).
- (13) **"Law"** or **"Laws"** mean any decree, resolution, law, bye-law, statute, act, ordinance, rule, directive, order, treaty, code, instruction, direction, policy or regulation or any interpretation of the foregoing, as promulgated, enacted, issued, decided or determined by any Government Agency and includes without limitation:
- (i) any consent, authorisation, registration, filing, agreement, notice of non-objection, notarisation, certificate, licence, approval, permit, or exemption from, by or with a Government Agency; and
 - (ii) any injunction or final non-appealable judgment directly applicable to the relevant party, of any Government Agency having jurisdiction over the matter in question.
- (14) **"Letter of Acceptance"** means the letter issued by CAG to the Contractor, accepting the Quotation to provide the Goods and/or Services.
- (15) **"Particular Requirements/Specifications"** means the requirements and specifications of the Goods and/or Services to be supplied and provided

respectively by the Contractor pursuant to the Contract, including any document designated by the Contractor as such.

- (16) **"Parties"** means CAG and the Contractor, and **"Party"** means either of them.
- (17) **"Person"** means an individual or a legal entity and includes a corporation or an unincorporated association.
- (18) **"Purchase Order(s)"** means the purchase order(s) issued by CAG to the Contractor setting out the details of the Goods and/or Services to be provided to CAG.
- (19) **"Proposal"** or **"Quotation"** means the proposal or quotation(s) submitted by the Contractor to CAG to supply the Goods and/or the Services, as the case may be, including the instructions to Contractor (if any).
- (20) **"Requisite Consents"** means any permissions, consents, approvals, licences, certificates and permit (where of a public or private nature) as may be required by Law, or otherwise necessary lawfully to commence, carry out and perform the Party's obligations under this Contract.
- (21) **"Services"** means all or any of the services to be provided by the Contractor to CAG under the Contract.
- (22) **"Supplier Portal"** means the electronic system operated or nominated by CAG from time to time for procurement of Goods and/or Services by CAG through electronic means, such as through the internet web site located at http://www.changiairportgroup.com/cag/html/business-partners/procurement_notices/ or at such other web address as may be notified by CAG from time to time.

1.2 Unless expressly agreed otherwise between CAG and the Contractor:

- (1) the terms of these Conditions shall prevail in the event of any contradiction or inconsistency between any provision of these Conditions and the provisions of any other part of the Contract; and
- (2) the terms of these Conditions shall prevail in the event of any contradiction or inconsistency between any provision of these Conditions and any provision of the terms and conditions of use of the Supplier Portal (if applicable).

1.3 Where the Contract is made between CAG and more than one other Person, the obligations of such Persons shall be joint and several.

1.4 The headings are for convenience only and not for the purpose of interpretation.

2. Scope of Contract

- 2.1 The Contractor shall observe and perform its obligations under the Contract in accordance with the provisions of the Contract.
- 2.2 Within thirty (30) days after receipt of any request from CAG to vary the Contract, the Contractor shall evaluate the requested variation and submit its written proposal to CAG on the effect, if any, of such variation on the price, time and provision of the Goods and/or the Services, as the case may be. If CAG decides to accept the Contractor's proposal, the Parties shall execute a variation to the Contract in accordance with Clause 17.

3. Delivery

- 3.1 The Contractor shall deliver the Goods and/or provide the Services within the time or times stipulated under the Contract and in the manner specified in the Contract.
- 3.2 Unless expressly agreed otherwise:
 - (1) the Contractor may not deliver any Goods and/or provide any Services which are expressly indicated as "optional" supply under the Contract unless and until CAG expressly requires such optional supply; and
 - (2) the Contractor shall not be entitled to any payment for any Goods and/or Services delivered or provided which exceed the sum stipulated in the Contract to be payable by CAG to the Contractor for such Goods and/or Services unless and until the Contractor shall obtain from CAG a variation order for such excess value.

4. Removal and Replacement

The Contractor shall at its own cost and expense and when notified in writing by CAG:

- (1) remove and replace any Goods found by CAG on delivery to be damaged, defective, deficient or in any way not fit for use or purpose or inferior to approved samples or otherwise not in accordance with the Contract; and/or
- (2) cease and perform again any Services found by CAG on performance to be insufficient or in any way not in accordance with the Contract

as the case may be, failing which CAG shall have the right to procure replacements of such Goods and/or Services or to make good any damage in any manner CAG deems necessary and all costs, expenses and losses thereby incurred or suffered by CAG shall be recoverable from the Contractor by deduction from any money due to the Contractor or any security provided by the Contractor under the Contract or in any other form permitted by Law.

5. Financial Provisions

5.1 In consideration of the Contractor's observance and performance of its obligations under the Contract, CAG shall make payment of such sums as stipulated in the Contract within 45 days after the date of receipt of any invoice issued by the Contractor under the Contract unless otherwise agreed between the Parties **Provided that:**

- (1) the Contractor shall first provide to CAG all documentary evidence as may be required by CAG from time to time, including a copy of CAG's service request(s) (if any), and CAG's acknowledgment of receipt of the Goods and/or the Services, as the case may be; and
- (2) no payment by CAG shall be considered as evidence of the satisfactory performance by the Contractor of its obligations under the Contract to deliver the Goods and/or the Services.

5.2 Without prejudice to CAG's rights under the Contract or at Law, any sum due from the Contractor to CAG under the Contract may be deducted by CAG from any monies payable by CAG to the Contractor pursuant to this Contract or any other contract made between CAG and the Contractor.

5.3 The Contractor shall submit its invoices to CAG at the following address or at such other address as may be notified in writing by CAG by public notification or directly to the Contractor:

Changi Airport Group (Singapore) Pte Ltd
Finance Division (Expenditure)
Singapore Changi Airport
P.O. Box 168
Singapore 918146.

5.4 CAG may at any time and from time to time require the Contractor to provide security for a sum and of a form required by CAG for the Contractor's due and proper performance of its obligations under the Contract.

6. Rights of Third Parties

A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

7. Anti-Bribery and Corruption

7.1 The group of which CAG forms part is committed to conducting its business in an ethical and honest manner and expects all its employees and parties with which it has a contractual relationship to conduct themselves with high standards of ethics and honesty and to comply with applicable Laws of any jurisdiction for the suppression of corrupt practices and bribery, including but not limited to the Prevention of Corruption Act (Cap. 241) and the Penal Code (Cap. 224) of the Republic of Singapore (“**Anti-Corruption Laws**”).

7.2 The Contractor represents and warrants to the best of its knowledge, and undertakes, that:

(1) neither it nor any member of the Contractor’s group of companies or any Person who (by reference to all relevant circumstances) performs services or acts for or on behalf of the Contractor in any capacity (including, without limitation, directors, officers, employees, agents, related corporations, vendors, contractors and subcontractors) (“**Representatives**”) has, whether with or without the knowledge of the Contractor, contravened, has attempted to contravene, will contravene, abet the contravention of, or procure or encourage third parties (including, for the avoidance of doubt, the employees of or any Person acting on CAG’s behalf) to contravene, any Anti-Corruption Laws in connection with the Contract, or has given or will give any fee or reward the receipt of which is an offence under the Anti-Corruption Laws;

(2) prior to entering into, and during the effective period of this Contract, it and its Representatives did not and shall not, give, agree to or offer to give, or authorise to give to any Person, or request or accept or authorise the request or acceptance of, directly or indirectly, any gratification, including any gift or consideration of any kind, facilitation payments, corporate funds used for any unlawful contribution, unlawful payments to any foreign or domestic governmental official or employee or such other Person acting for a Government Agency or any candidate for political office, or anything of value

(including without limitation to cash, cash equivalents like gifts, gratuity, commission, services, employment offers, loans, travel and entertainment, charitable donations, sponsorships, business opportunities, favourable contracts or giving anything even if nominal in value) as an inducement or reward for doing, forbearing to do, or not doing, or for having done or not done any action (including in relation to the obtaining or execution of the Contract with CAG), for showing favour or disfavour to any Person in relation to this Contract, or for receiving an improper or unfair advantage in relation to this Contract (“**Gratifications**”, each a “**Gratification**”);

- (3) it shall comply and shall ensure that its Representatives comply with any code of business conduct provided by CAG from time to time;
- (4) without prejudice to its obligations under sub-Clause **Error! Reference source not found.**), it shall establish and maintain its own precautions and take the appropriate steps to prevent it and its Representatives from making, receiving, providing or offering any Gratifications to any Person who (by reference to all relevant circumstances) performs services or acts for or on behalf of CAG, (including, without limitation, the directors, officers, employees, agents, related corporations, vendors, contractors or subcontractors of CAG) (“**CAG’s Representatives**”);

7.3 The Contractor shall immediately notify CAG if any of CAG’s Representatives or any of the Contractor’s Representatives, has contravened or attempted to contravene any Anti-Corruption Laws in connection with the Contract or otherwise, and shall take adequate steps to protect the interests of both the Contractor and CAG.

7.4 CAG shall be entitled to suspend the performance of or terminate the Contract forthwith with notice (i) if the Contractor or any of its Representatives has contravened or attempted to contravene any Anti-Corruption Laws, whether in connection with the Contract or otherwise; or (ii) upon any breach or suspected breach by the Contractor of any of its obligations under this Clause 7, and CAG may recover from the Contractor the amount of any loss resulting from such suspension or termination. Such termination shall be without prejudice to CAG’s other rights and remedies whether under the Contract or otherwise.

7.5 CAG shall have the discretionary right but not the obligation, from time to time, to:

- (1) carry out an audit to verify compliance with this Clause 7; and/or

- (2) conduct investigations if it has reasonable grounds to believe that there may have been non-compliance with this Clause 7.

8 Indemnity and Remedies

8.1 Indemnity

The Contractor shall indemnify and hold harmless CAG and its directors, officers, employees, agents, contractors (for the purpose of this Clause 8.1, each an “**Indemnified Party**”) from and against all claims, demands, choses in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or inconsequential losses, loss of profit, loss of reputation and all interest, penalties, administrative fines imposed upon CAG by the Civil Aviation Authority of Singapore, its successors or any Government Agency, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by CAG and/or an Indemnified Party arising out of or in connection with:

- (1) any breach of the representations and/or warranties in this Contract;
- (2) any breach of the terms and conditions of this Contract, including without limitation Clauses 9 (Confidentiality), 10 (Personal Data and Privacy Laws) and 18 (Intellectual Property Rights);
- (3) the acts, defaults or omissions of the Contractor and/or the Contractor’s employees, agents or contractors (collectively, the “**Indemnifiers**”), or any breach, performance, negligent performance or non-performance of this Contract by any of the Indemnifiers;
- (4) the enforcement of this Contract; and/or
- (5) any property damage, personal injury or death to any Person arising in the course of any of the Indemnifier’s performance of this Contract.

8.2 This Clause 8.1 shall apply whether or not any such liabilities, costs, expenses, damages or losses under this indemnity are within the reasonable contemplation of the Parties.

8.3 If a payment due from the Contractor under this Clause 8.1 is subject to tax (whether by way of direct assessment or withholding at its source), CAG shall be entitled to receive from the Contractor such amounts as shall ensure that the net receipt, after tax, to CAG in respect of the payment is the same as it would have been where the payment not subject to tax.

8.4 A claim by CAG under this Clause 8 shall be payable by the Contractor on demand from CAG, and a statement from CAG within such demand in respect of the amount(s) owing from the Contractor to CAG under the indemnity in Clause 8.1, will be final, conclusive and binding on the Parties.

8.5 Remedies

Notwithstanding the other provisions of the Contract, if there shall be any breach by the Contractor of any of its obligations under the Contract, CAG may choose not to exercise its right to terminate the Contract and may then choose:

- (1) to engage the services of a third party (which may include any agent or subcontractor of the Contractor) to complete the provision of the Services and/or supply the undelivered Goods, in which event, the Contractor agrees that CAG shall be entitled to claim against the Contractor for damages; or
- (2) where the claim for damages may be an inadequate remedy for CAG and subject always to the discretion of the Court, to obtain an interlocutory order for specific performance together with a mandatory injunction (if the circumstances are appropriate to the grant of such an injunction) either or both in terms compelling the Contractor and its employees, agents and subcontractors thereafter to provide the Services and/or supply the Goods pursuant to the Contract,

and in either case, such relief shall not affect CAG's right to seek to recover any loss and damage suffered by it in respect of the Contractor's prior breach of its duties and obligations in connection with the provision of the Services and/or supply of the Goods.

8.6 The rights and remedies provided to CAG in the Contract are cumulative and not exclusive of any rights and remedies provided by Law.

8.7 The Contractor expressly acknowledges that the provisions of this Clause satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act (Cap. 396 of Singapore) and that it shall be estopped from claiming the contrary at any future date in the event of any dispute with CAG concerning the Contractor's liability hereunder.

8.8 The provisions of this Clause shall survive the complete performance, termination or expiry of the Contract.

9 Confidentiality

9.1 The Contractor shall:

- (1) ensure that the Contractor's personnel and the directors, officers, employees, agents, related corporations, vendors, contractors or sub-contractors of the Contractor ("**Authorised Representatives**") be made fully aware of the confidentiality obligations imposed under the Contract and procure their undertaking to comply with such obligations before they may access any Confidential Information;
- (2) keep and shall ensure that the Authorised Representatives shall keep the Confidential Information and all other matters arising or coming to their attention in connection with the Contract secret and confidential;
- (3) disclose and use any Confidential Information in accordance with this Contract;
- (4) not and shall ensure that the Authorised Representatives shall not, at any time for any reason whatsoever, use, disclose or reproduce the Confidential Information or permit any Confidential Information to be used by, disclosed or reproduced to any third party for any purpose other than for the performance of their obligations under the Contract; and
- (5) not publish or release, or allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to the existence of this Contract or any part of the obligations to be performed under the Contract in any media without the prior written consent of CAG.

9.2 In the event the Contractor discloses any Confidential Information in accordance with this Contract to any Person(s), the Contractor will first ensure that such Person(s) are bound by similar confidentiality obligations to those imposed under the Contract. Any breach by such Persons (including any breach by any of the Authorised Representatives) will constitute a breach by the Contractor.

9.3 In the event that the Contractor is compelled by Law to disclose any of the Confidential Information, the Contractor will immediately notify CAG of this in writing and agree to take such steps as CAG may reasonably require to limit the scope of such disclosure. In any case, if the Contractor is legally compelled to make disclosure, it will disclose only that portion of the Confidential Information which it is compelled to disclose.

9.4 The Contractor shall establish and maintain adequate security measures (including any security measures proposed by CAG) to safeguard the Confidential Information from any unauthorised access or use. The security measures established and maintained by

the Contractor shall be no less than those which it applies to its own confidential information and/or which it warrants as providing adequate protection against any unauthorised access or use.

- 9.5 The Contractor undertakes that at all times, only such of its Authorised Representatives who will be involved in the Contract will have access to the Confidential Information.
- 9.6 Upon the written request at any time of CAG or if the Contract is suspended or terminated, the Contractor shall:
- (1) as soon as reasonably practicable, destroy or dispose of in a manner approved by CAG or return to CAG, all documents and materials (as well as any copies thereof) containing, reflecting, incorporating or based on the Confidential Information; and
 - (2) permanently delete or erase all the Confidential Information from its computer and/or communications systems and databases as well as all devices used by it and/or its Authorised Representatives.
- 9.8 The obligations imposed by this Clause 9 are in addition to and do not derogate from any obligations set out in any other confidentiality agreement, non-disclosure agreement or such other similar agreement that the Contractor and CAG may have entered into (the “**Confidentiality Agreement**”). The Confidentiality Agreement shall hereby be incorporated by reference to this Contract. In the event of any inconsistency between the Confidentiality Agreement and the provisions of this Contract, the Confidentiality Agreement shall prevail to the extent of the inconsistency.
- 9.9 The obligations contained in this Clause 9 shall survive the complete performance, termination or expiry of the Contract.

10 Personal Data and Privacy Laws

- 10.1 The Contractor acknowledges and undertakes that any Personal Data (defined below) disclosed to it shall be used only for the purposes of the Contract and shall not be disclosed to any third party without CAG’s prior written consent. The Contractor shall comply with all applicable provisions of the Personal Data Protection Act (defined below), the GDPR (defined below) and any other data protection, privacy and security Laws to which it is subject, and not, by its act or omission, cause CAG to be in violation of any such applicable data protection, privacy or security Laws.
- 10.2 The Contractor shall, in Processing (defined below) Personal Data in accordance with the Contract, comply with all applicable requirements of the PDPA and the GDPR. All

references to the GDPR in this Contract shall be references in connection with and only applicable to the Contractor's Processing of the Personal Data of data subjects in the European Union ("EU"), if any.

- 10.3 The Contractor shall Process Personal Data only on documented instructions from CAG, including with regard to the transfer of any Personal Data outside of Singapore, and the Contractor shall not make such transfers except with CAG's prior written approval.
- 10.4 The Contractor shall ensure that any Persons authorised by the Contractor to Process any Personal Data are obliged to keep such Personal Data confidential or are under an appropriate legal obligation of confidentiality for the same.
- 10.5 The Contractor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks, taking into account the state of technological development, costs of implementation and the nature, scope, context and purposes of Processing; in particular, the Contractor shall take all measures required pursuant to Article 32 (Security of processing) of the GDPR as well as Section 24 (Protection of personal data) of the PDPA, in order to protect against unauthorised or unlawful Processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data (and such measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of the Contractor's systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted by the Contractor). Such measures must at the minimum be compliant with all applicable mandatory legal standards and industry security standards, to protect the security of Personal Data. On CAG's request, the Contractor must provide evidence that it has established and maintained such measures.
- 10.6 The Contractor shall not engage another party to Process the Personal Data without prior specific or general written authorisation from CAG, including any agent, subsidiary, affiliate or related corporation of the Contractor. In the case of general written authorisation, the Contractor shall inform CAG of any intended changes concerning the addition or replacement of other processors, thereby giving CAG the opportunity to object to such changes. The Contractor shall only use Personal Data in accordance with the purposes of the Contract and even then only as is reasonable and necessary to carry out the Contractor's obligations under the Contract.

- 10.7 If the Contractor engages another party (including any agent, subsidiary, affiliate or related corporation of the Contractor) to Process the Personal Data, the Contractor shall:
- (1) ensure that the same data protection obligations as set out in this Clause 10 are imposed on that other processor by way of a contract, in particular requiring that other processor to provide sufficient guarantees and implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the GDPR and the PDPA; and
 - (2) remain fully liable to CAG for the performance of that other processor's obligations if the other processor fails to fulfil its data protection obligations.
- 10.8 The Contractor shall assist CAG (taking into account the nature of the Processing of Personal Data) by implementing appropriate technical and organisational measures, in the fulfilment of CAG's obligations to respond to requests for the exercise by any data subject of their rights stipulated in Chapter III of the GDPR, including but not limited to the right of data portability, the right of erasure of Personal Data under the GDPR, as well as the access and correction obligations under the PDPA. The Contractor shall also take all steps to abide by and effect any withdrawal of consent to any aspect of the use of Personal Data, on receiving any notice of such withdrawal from CAG, or the natural Person who is the data subject in respect of any Personal Data (a "**Data Subject**"), or such Data Subject's representatives. The Contractor shall maintain and establish policies and procedures to provide all reasonable and prompt assistance to CAG or a Data Subject in responding to any and all requests, complaints, or other communications received, including the appointment of an officer to (i) administer the use and protection of Personal Data; (ii) correct any errors in Personal Data identified; (iii) handle any queries by CAG or any Data Subject on the use of Personal Data; and (iv) effectively respond to issues raised by CAG or the Data Subject in respect of the use of Personal Data, irrespective of whether such issue is in connection with PDPA or GDPR compliance.
- 10.9 The Contractor shall, at CAG's request, delete or return all the Personal Data to CAG after the end of the provision of the Services relating to Processing, and delete existing copies of the Personal Data (unless storage of the Personal Data is required by any Law).

10.10 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 10, and make available to CAG all information necessary to demonstrate compliance laid down in Article 28 (Processor) of the GDPR and allow for and contribute to audits, including inspections, conducted by CAG or another auditor mandated by CAG. In particular, the Contractor shall maintain the following records:

- (1) name and contact details of each third party processor the Contractor engages (where permitted under this letter), and such processor's representative and data protection officers;
- (2) the categories of Processing of Personal Data that the Contractor carries out on behalf of CAG;
- (3) where applicable and allowed under the Contract, transfers of personal data to a third country or an international organisation, including their identity and documentation of appropriate safeguards; and
- (4) a general description of the technical and organisational security measures the Contractor has adopted to comply with this Clause.

10.11 The Contractor shall notify CAG without undue delay, as soon as becoming aware of a Personal Data breach, meaning, a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed.

10.12 Where applicable, the Contractor shall assist CAG in ensuring compliance with the following GDPR obligations, namely: Article 32 (Security of processing), Article 33 (Notification of a personal data breach to the relevant EU supervisory authority), Article 34 (Communication of a personal data breach to the data subject), Article 35 (Data protection impact assessment) and Article 36 (Prior consultation) taking into account the nature of Processing and the information available to the Contractor.

10.13 In this Contract:

- (1) **"GDPR"** means the General Data Protection Regulation (EU) 2016/679.
- (2) **"Processing"** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated

means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- (3) **“Personal Data”** means any information relating to an identified or identifiable natural Person: an identifiable natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural Person.
- (4) **“Personal Data Protection Act”** or **“PDPA”** means the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore.

10.15 Survival of Condition

The obligations of the Parties under this Clause shall survive the complete performance, termination or expiry of the Contract.

11 **Sub-Contracting and Assigning**

The Contractor shall not sub-contract or assign the Contract without the written consent of CAG.

12 **Dispute Resolution and Governing Law**

Dispute resolution

- 12.1 Any dispute, claim, disagreement or difference (each, a **“Dispute”**) between the Parties arising out of or in connection with the Contract, including any question regarding the existence or validity or termination thereof, shall be resolved by reference to arbitration or by litigation at the election of CAG in accordance with Clauses 12.1 – 12.3.
- 12.2 CAG may make an election to resolve a dispute by reference to arbitration or litigation of its own accord by written notice to the Contractor, or within thirty (30) days of the receipt of a written notice from the Contractor, which notice shall:
- (1) be submitted within fourteen (14) days from the date the Dispute arose;
 - (2) state the specific Dispute to be resolved and the nature of the same; and

- (3) request that CAG makes an election whether the Dispute as stated shall be resolved by reference to arbitration or by litigation.
- 12.3 If CAG does not make the election under Clause 12.2 within thirty (30) days of the receipt of the written notice from the Contractor, or if CAG elects to refer any Dispute to litigation, the Dispute shall be resolved by litigation before the Singapore courts and each Party agrees to submit to the exclusive jurisdiction of the Singapore courts for such purpose.
- 12.4 In the event that CAG elects to refer any Dispute to arbitration, the Contractor shall be notified by CAG accordingly, and such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause 12.4. The arbitration shall be conducted in the English language. The seat of the arbitration shall be Singapore. The arbitral tribunal shall consist of one arbitrator to be agreed upon between the Parties.
- 12.5 Either Party may propose to the other Party the name(s) of one or more persons, one of whom would serve as the arbitrator. If no agreement is reached between the Parties within thirty (30) days after the receipt by one Party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC. Any reference to arbitration under this Clause 12 shall be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) for the time being in force in Singapore. The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred thereto, to this Contract, is hereby excluded.
- 12.6 The commencement of any arbitration or litigation shall not affect the obligation of the Contractor to continue the performance of its obligations under this Contract.
- 12.7 The Contractor hereby agrees to submit itself to the jurisdiction of the courts in Singapore in respect of any claim arising against the Contractor under the Contract which is referred to the courts and to obey any order or judgment of the courts in respect of such claim and when and so far as it may be necessary that any instrument or order issued from the courts or any appeal therefrom should be served on the Contractor in any proceedings to be taken for the enforcement of the Contract, the Contractor hereby agrees and consents that the service of such instrument or order on the Contractor in accordance with the Contract shall be in all respects operative and effective.

Governing law

12.8 The Contract shall be governed by and construed in accordance with the Laws of the Republic of Singapore.

13 Termination

13.1 If:

- (1) the Contractor shall fail and continue to fail to perform or observe any of its obligations under the Contract despite having been given reasonable notice by CAG of such failure and reasonable time (which shall not be more than thirty (30) days after such notice) and opportunity to remedy such failure; or
- (2) the Contractor becomes insolvent or if any order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar action

CAG may terminate the Contract immediately by notice to the Contractor.

13.2 Without prejudice to CAG's rights under Clause 13.1, CAG may terminate the Contract by giving to the Contractor prior notice of not less than one (1) month, (or such other period as may be stated in the Contract as may be agreed by CAG in writing) except in cases of urgency when CAG may terminate the Contract immediately, notwithstanding the absence of any failure on the part of the Contractor to perform its obligations under the Contract, and without being obliged to give any reason for such termination.

13.3 Upon any termination of the Contract:

- (1) under Clause 13.1 or 13.2, the Contractor shall be entitled to receive payment for any Goods delivered in accordance with the terms of the Contract up to the effective date of termination, less any sum due to CAG in respect of antecedent breaches, if any, by the Contractor and the Contractor shall not be entitled to any further compensation or remuneration or any indirect or consequential losses; or
- (2) under Clause 13.1, CAG shall be entitled to obtain the same or comparable goods and/or services, as the case may be, from other persons in replacement of the Goods and/or Services, as the case may be, not provided by the Contractor in accordance with the Contract, in which case all costs and expenses incurred by CAG in excess of the sum which would otherwise be payable to the Contractor for the Goods and/or Services, as the case may be,

not provided in accordance with the Contract shall be payable as damages by the Contractor to CAG from all sums due or to become due to the Contractor under the Contract or other contracts made between CAG and the Contractor

and in any such case, the Contractor shall immediately deliver up to CAG all the documents, information and any other thing earlier provided by CAG to the Contractor for the purposes of the Contract, except where expressly agreed otherwise between the Parties.

- 13.4 Any termination of the Contract, for whatever reason, shall not prejudice or affect the accrued rights or claims and liabilities of either Party.

14 Warranty

- 14.1 If the Contract shall require the Contractor to provide any warranty as to the Goods and/or the Services, as the case may be, the period of such warranty (“**Warranty Period**”) shall be for the period of twelve (12) months from the date of CAG’s receipt of the relevant Goods and/or Services or for such other period as may be agreed in writing between the Parties.

- 14.2 If during the Warranty Period, any Goods is found to be:

- (1) defective or deficient in design, materials or workmanship;
- (2) not in accordance with the Contract; or
- (3) having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in the Contract or specifications published by the Contractor as applicable to the Goods;

then unless it is shown that the foregoing is caused solely by improper use or mishandling by CAG notwithstanding the Contractor’s earlier directions to CAG to the contrary, the Contractor shall, at its own expense (including transportation costs), at the written notification of CAG, replace, rectify or completely repair the same, within such period as may be specified by CAG from time to time, which period shall commence from the receipt by the Contractor of the damaged or defective Goods and end upon the receipt of the replaced, rectified or repaired Goods by CAG. The Contractor may, in lieu thereof, elect to replace the damaged or defective Goods. Any replacement goods shall be subject to the same acceptance tests as the Goods it replaces and any repaired goods shall be subject to such parts of the said acceptance tests as are necessary to ascertain that the repaired Goods is acceptable. The Warranty Period for the replacement or repaired goods shall be extended by a period

equivalent to the period commencing from the date of the said notification to the date of acceptance of the repaired/replaced goods by CAG in Singapore. In the event that the Warranty Period (after such extension) outstanding at the date of such acceptance is less than one (1) month, the Warranty Period shall be extended by a further period of one (1) month.

- 14.3 If any Service provided under the Contract is found during the Warranty Period to be deficient, the Contractor shall at the written notification of CAG, re-perform the same, at the expense of the Contractor within such period as may be specified by CAG from time to time, which shall commence from the said notification and end upon the completion of the re-performed service. The Warranty Period for the re-performed Service shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of completion of the re-performed service. In the event that the Warranty Period (after such extension) outstanding at the date of such completion is less than one (1) month, the Warranty Period shall be extended by a further period of one (1) month.

15 Title and Risk

- 15.1 Title to the Goods provided under the Contract shall pass from the Contractor to CAG upon successful completion of the acceptance test (if any) specified under the Contract or upon delivery if there is no acceptance test, whichever is earlier. The risk of loss or damage to the documentation (if any) specified under the Contract shall pass upon delivery of the Goods. However, the risk of loss or damage to the Goods shall only pass from the Contractor to CAG upon CAG's acknowledgement of receipt of the Goods.
- 15.2 Notwithstanding Clause 15.1, the risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are redelivered by CAG to the Contractor for the purpose of modification, replacement, repair or rectification until the Goods are so modified, replaced or rectified and delivered again to CAG.
- 15.3 Title to equipment and all other property at any time furnished by CAG to the Contractor for the performance of this Contract shall at all times remain with CAG.
- 15.4 Risk of loss or damage to the equipment and all other property at any time furnished by CAG to the Contractor shall vest in the Contractor from the moment the Contractor takes delivery of the equipment or such other property until such time as the equipment or such other property is delivered to CAG.

16. Force Majeure

- 16.1 If any Party is by reason of Force Majeure rendered unable wholly or in part to perform its obligations under this Contract, then upon notice in writing of such Force Majeure from any Party affected to the other Party, the Party affected shall be excused from performance of its obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist, provided that nothing in this Clause shall relieve any Party of its obligations which have accrued at the date of such notice. The notice shall be given within fourteen (14) days from the earlier of the time the affected Party first had knowledge, or the time the affected Party ought reasonably to have knowledge of the Force Majeure, and, the affected Party must have made every effort to remove, remedy or mitigate the cause or effect of the Force Majeure, failing which the affected Party shall not be entitled to rely on this Clause 16.1.
- 16.2 CAG may require the Contractor to fulfil its other obligations referred to in Clause 16.1 immediately upon the cessation of the Force Majeure regardless of whether or not the Force Majeure shall cease during or after the period of the Contract or for further period reserved by CAG under any option provided in the Contract subject to earlier termination in accordance with the Contract.
- 16.3 If the Force Majeure continues for a period longer than thirty (30) days after the notice is issued pursuant to Clause 16.1, either Party may terminate the Contract by notice to the other Party with immediate effect.

17. Variation of Contract

The provisions of the Contract may not be varied unless such variation shall have first been expressly accepted in writing by the Contractor and CAG.

18. Intellectual Property Rights

- 18.1 The Contractor warrants that the Goods and/or the Services, as the case may be, do not infringe any copyrights, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, knowhow and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.
- 18.2 It is agreed and declared between the Parties that the Contract is not intended and should not be taken as transferring the intellectual property of CAG to the Contractor or to any other person.
- 18.3 Each Party shall retain all rights, title and interest in and to its respective Background IP (defined below).

- 18.4 The Contractor shall not without the prior consent of CAG, use the name, logo, any trade name or registered trademarks of CAG, any images of Changi Airport or Seletar Airport or any part thereof, or any of CAG's Background IP in any advertising or communications to the public in any format.
- 18.5 All rights, title and interest in and to the Foreground IP (defined below) shall, by way of both present and future assignment, vest absolutely in CAG for the full duration of all such rights and all throughout the world, free from any encumbrances, and extending without limitation to the sole and exclusive right to exploit the same by any and all means in any and all media throughout the world, to the intent that the grant of protection thereby derived shall be solely in the name of and vest in CAG to the exclusion of the Contractor.
- 18.6 Notwithstanding the foregoing, if any part of the Foreground IP shall at any time accrue to the Contractor by operation of law or howsoever otherwise, and whether vested, future and/or contingent, the Contractor hereby irrevocably assigns such rights to CAG immediately upon the vesting of such rights in the Contractor, such that CAG shall be entitled to all rights, title and interest in and to the same on the same terms as set forth in Clause 18.5 above.
- 18.7 The Contractor hereby grants or shall procure the grant of an irrevocable, non-exclusive, royalty-free, sub-licensable, transferable, worldwide and perpetual licence or sub-licence to CAG, to use, reproduce, adapt, modify, format, re-format, create derivative works of, publish, publicly perform or display, and/or combine with any other works, any of the Contractor's Background IP (defined below), for any and all purposes as CAG may see fit under this Contract.
- 18.8 If the Contractor, or any of its subcontractors or suppliers intends to assign any of the Contractor's Background IP, the Contractor shall ensure and procure that the assignee of such Background IP and every successor in title to the same has prior written notice of the licence or sub-licence granted pursuant to Clause 18.7, and agrees to continue granting the licence or sub-licence on the same terms herein to CAG.
- 18.9 The Contractor hereby warrants, represents and undertakes that:
- (1) it has the authority and all rights to assign the Foreground IP, license and/or sub-license the Contractor's Background IP in accordance with the terms hereunder, and further agrees that from the date of this Contract, the Contractor has no further claims to the Foreground IP;
 - (2) the Foreground IP and/or the Contractor's Background IP do not and shall not infringe any IP (defined below) rights;

- (3) the Foreground IP are original works created by the Contractor, its subcontractors or suppliers (as the case may be) for this Contract;
- (4) the use and exploitation by CAG of the Foreground IP and/or the Contractor's Background IP, in accordance with this Contract, shall not expose CAG to any claim, action or proceeding, or damage the reputation of CAG;
- (5) upon request by CAG, it will execute all documents, do all such acts, render such assistance and take such other action as CAG may require, at CAG's expense, to perfect, confirm and protect CAG's rights, including without limitation any rights granted to CAG under this Contract;
- (6) it has not granted, and will not grant, any rights to enter into any agreements that will prevent or limit the rights of CAG under this Contract; and
- (7) when requested by CAG, it will provide CAG with any and all documents relating to the Foreground IP and/or the Contractor's Background IP in its possession or control, including any copyright certificates (if any), plans, written works etc, in a timely manner and in any event not more than ten (10) days from the date of CAG's request.

18.10 The Contractor shall immediately notify CAG in the event that any third party makes any claims arising in connection with any threatened or actual claim for infringement of Foreground IP and/or the Contractor's Background IP. The Contractor agrees that it shall not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action, and shall offer all reasonable assistance and cooperation in the defence, settlement or compromise of such claim as may be required by CAG.

18.11 Where any injunction restraining the use or exploitation by CAG of any Foreground IP and/or the Contractor's Background IP is, in the opinion of CAG, likely to be granted by a court to a third party, the Contractor shall do all such acts and things either to render such IP non-infringing without affecting any of the Contractor's other duties and obligations under this Contract, or shall at CAG's option and at the Contractor's expense, obtain a licence from such third party granting CAG the right to continue using them.

18.12 In this Contract, in particular at this Clause 18:

- (1) **"Background IP"** means any IP created otherwise than in the course of the performance of this Contract;
- (2) **"Contractor's Background IP"** means all Background IP introduced to, disclosed by, supplied by or otherwise expressly documented by the Contractor

and made available to CAG pursuant to this Contract, whether or not such IP is owned by the Contractor;

- (3) “**Foreground IP**” means any IP that results from or is generated pursuant to, or for the purpose of, or in the course of the performance of, this Contract including such IP in the Deliverables, but excluding the Background IP; and
- (4) “**IP**” means the intellectual property rights recognised under the law of any jurisdiction anywhere in the world, including without limitation, patents, trademarks, copyright and registered designs.”

19. Taxes

- 19.1 The Contractor shall be responsible and liable for all corporate and personal income taxes, withholding taxes, customs duties, fees, fines, levies, assessments and other taxes payable under the Laws of Singapore by the Contractor or its employees, agents or subcontractors in carrying out their obligations under the Contract.
- 19.2 If the Contractor, its employees, agents or subcontractors shall be liable to pay a tax, fee, duty, fine, levy and assessment in Singapore and CAG receives or may receive a request from the tax authorities to pay such tax on behalf of or to withhold payments under the Contract from the Contractor and/or its employees, agents or subcontractors for payment of such tax, the Contractor hereby authorises CAG to comply with such request. CAG shall release such sum withheld when the Contractor provides CAG with a letter from the Inland Revenue Authority of Singapore stating that the Contractor is cleared or exempted from tax or indicating the actual amount to be deducted and withheld from the payment(s) due to the Contractor for tax. For the avoidance of doubt, no interest whatsoever shall be payable on any payment deducted and withheld by CAG under this Clause 19.2.
- 19.3 CAG shall pay to the Contractor a sum equivalent to the Goods and Services Tax chargeable under the Goods and Services Tax Act (Cap. 117A) on the provision of the Services. Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if it is a taxable person for the purpose of such tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Laws made under such Act.
- 19.4 Notwithstanding the above Clauses, the Contractor shall promptly provide to CAG such information, document or any other form of assistance, relating to any matter under the Contract including withholding taxes, upon CAG’s request from time to time.

20. Compliance with Laws

- 20.1 The Contractor shall at all times observe, comply and act in accordance with and procure that their employees, agents and subcontractors observe, comply and act in accordance with the requirements under this Contract and the Laws, and obtain and secure all Requisite Consents.
- 20.2 Without prejudice to the foregoing Clause 20.1, the Contractor shall at all times observe and conform with all such rules, regulations, bye-laws, codes and directions as may be imposed on the Contractor by CAG and/or other Government Agencies from time to time for the management and administration of the Singapore Changi Airport, and at all times ensure that the Contractor's employees, agents and subcontractors observe and comply with the same.

21. Notices

Unless notified otherwise, all communications and notices by either Party to the other Party shall be deemed to have been properly served:

- (1) if delivered by hand or registered post to such other Party at its address stated in the Contract or to any other address notified by such other Party to the notifying Party before such communication or notice; or
- (2) if the Contract shall be made through the Supplier Portal, if delivered in accordance with the notice provisions of the terms and conditions of use of the Supplier Portal.

22. Limitation of Liability

- 22.1 Notwithstanding any remedy set forth herein, CAG shall in no event be liable to the Contractor for any loss of profit, loss of reputation, loss of earnings, or for any indirect, incidental, consequential, punitive or other special damages suffered by the Contractor, its customers, employees, agents or subcontractors (including legal costs calculated on a full indemnity basis and solicitor and client costs, and other professional costs and expenses), arising out of or in connection with this Contract, even if any of the foregoing were reasonably foreseeable or if CAG has been advised of the possibility of such damages.