

**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) **“Airport Pass”** means a pass which is issued pursuant to the Infrastructure Protection Act 2017 and includes a “Seasonal Airport Pass” and a “Visitor Airport Pass” issued by CAG, and which allows the holder of an Airport Pass to enter certain restricted areas at Changi Airport Singapore for the performance of official duties/ business only.
- (3) **“CAG”** means Changi Airport Group (Singapore) Pte. Ltd.
- (4) **“Confidential Information”** means (i) all non-public information pertaining to the Contract that CAG designates as confidential or, that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential; (ii) the existence and provisions of the Contract; (iii) any obligation performed by the Contractor under the Contract, (iv) the Deliverables; (v) non-public information relating to CAG’s trade secrets, know-how, technology, products, software, maps, services, processes, data, analyses, customers, business plans and methods, promotion and marketing activities, finances and other business affairs and (vi) third party information that CAG is obligated to keep confidential. Confidential Information excludes any information (a) that was known to the Contractor without restriction before receipt from CAG; (b) is publicly available through no act, omission or default of the Contractor or breach of this Contract; (c) is rightfully received by the Contractor from a third party without a duty or obligation of confidentiality; (d) is independently developed by the Contractor; and (e) that the Parties agree in writing to be excluded from the Confidential Information.
- (5) **"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.
- (6) **"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.

- (7) **“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).
- (8) **“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.
- (9) **“Goods”** means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract (if any).
- (10) **“Goods and Services Tax”** means any Goods and Services Tax chargeable under the GSTA.
- (11) **“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.
- (12) **“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.
- (13) **“GSTA”** means the Goods and Services Tax Act (Cap. 117A of Singapore).
- (14) **“Law”** or **“Laws”** mean any decree, resolution, law, by-laws, 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.

- (15) **“Letter of Acceptance”** means the letter issued by CAG to the Contractor, accepting the Quotation to provide the Goods and/or Services.

- (16) **“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.

- (17) **“Parties”** means CAG and the Contractor, and **“Party”** means either of them.

- (18) **“Person”** means an individual or a legal entity and includes a corporation or an unincorporated association.

- (19) **“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.

- (20) **“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).

- (21) **“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.

- (22) **“Restricted Party”** means a party that is:
 - (a) listed on, or owned or controlled by a Person listed on, or acting on behalf of a Person listed on, any Sanctions List;
 - (b) located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a Person located in or organised under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions; or
 - (c) otherwise a target of Sanctions which means a Person with whom a national who is within the jurisdiction of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities.

- (23) **“Sanctions”** means the economic laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Sanctions Authorities (or any of them).
- (24) **“Sanctions Authority”** means the United Nations, Singapore or the respective governmental institutions and agencies which the Contractor may come within the jurisdiction of. Such governmental institutions and agencies include but are not limited to the Office of Foreign Assets Control of the US Department of the Treasury (**“OFAC”**), the US Department of State, and Her Majesty's Treasury (**“HMT”**).
- (25) **“Sanctions List”** means the sanctions imposed by the United Nations Security Council (**“UNSC”**) on activities relating to certain countries, goods and services, or persons and entities by way of resolutions passed by the UNSC, the "Specially Designated Nationals And Blocked Persons List" maintained by OFAC (available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or such other page as may replace it), the “Consolidated List of Financial Sanctions Targets in the UK” (available at <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets> or such other page as may replace it), or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.
- (26) **“Services”** means all or any of the services to be provided by the Contractor to CAG under the Contract.
- (27) **“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.

2.3 The Contract shall have effect for the period stipulated in the Purchase Orders, Agreement or the Letter of Acceptance (the "**Term**"), as the case may be, and for the further period reserved by CAG under any option (if any).

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, including providing a breakdown of the goods and services in excel format or any other format as required by CAG.

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 and Contract Sum

5.1 In consideration of the Contractor's observance and performance of its obligations under the Contract, CAG shall make payment of the sums as stipulated in the Purchase Orders, Letter of Acceptance or the Agreement (as the case may be), inclusive of all goods and services tax, royalties, travelling expenses and other expenses incurred by the Contractor, its employees, agents and sub-contractors in the performance of the Contract (the "**Contract Sum**"), which sum shall constitute the Contractor's only remuneration in connection with the Contract and neither the Contractor nor its employees, agents or sub-contractors or any other Person controlling or within the control of the Contractor shall accept any direct or indirect payment or other consideration from CAG or any other Person in connection with or in relation to the Contract.

5.2 The Contract Sum (or the relevant part thereof if the Parties have agreed that the Contract Sum shall be payable in parts) shall be paid within forty-five (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.
- 5.3 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. CAG may make deductions from or defer payment of the Contract Sum or any part thereof, to satisfy any liquidated damages, disputes or claims whatsoever by or of CAG, with or against the Contractor and may retain the same without payment of interest until resolution of such disputes or claims.
- 5.4 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
Enterprise Performance (Expenditure)
Singapore Changi Airport
P.O. Box 168
Singapore 918146.
- 5.5 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.
- 5.6 Any payments of all or any part of the Contract Sum or other sums by CAG to the Contractor shall be without prejudice to any claims or rights which CAG may have against the Contractor and shall not constitute any admission by CAG as to the provision by the Contractor of its obligations hereunder. CAG may withhold payment of the Contract Sum or part thereof if it determines in its sole and absolute discretion that the contractual obligations corresponding to such payments have not been met.
- 5.7 The Contractor shall promptly provide to CAG, upon CAG's request, such information, document or any other assistance, arising from or in connection with the Contract including without limitation withholding taxes and any payment of the Contract Sum.

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. Fraud, Anti-Bribery and Corruption

7.1 The Contractor shall:

- (1) comply with all applicable laws, statutes, regulations and codes relating to dishonesty, fraud, bribery and corruption and/or other prohibited business practices including but not limited to the Prevention of Corruption Act (Cap. 241) and the Penal Code (Cap.224) ("**Relevant Laws**");
- (2) comply with CAG's Supplier Code of Conduct found at CAG's internet website, <https://www.changiairport.com/procurement>, which may be updated from time to time by posting a revised version, or by providing you with notice ("**CAG Supplier Code of Conduct**");
- (3) not do or omit to do anything likely to cause CAG to be in breach of any Relevant Laws, and avoid any conduct that can reasonably give rise to the appearance of a breach of any Relevant Laws or the CAG Supplier Code of Conduct;
- (4) report to CAG any contravention of this Clause 7.1 or any request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract;
- (5) provide accurate declarations of its compliance with this Clause 7.1 in a form prescribed by, and at such times as required by CAG; and
- (6) ensure that any Person associated with the Contractor who is performing obligations in connection with this Contract complies with this Clause 7.1.

7.2 Breach of this Clause 7 shall be deemed a material breach of this Contract.

7.3 CAG shall be entitled to suspend or terminate the Contract immediately if the Contractor has contravened or attempted to contravene Clause 7.1 or if CAG reasonably believes such a contravention has occurred or is likely to occur. CAG may recover from the Contractor any loss or damage arising from or in connection with such suspension or termination. This will be without prejudice to CAG's other rights and remedies.

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 consequential 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 The 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:

- (1) shall keep the Confidential Information strictly confidential and use it only for the purposes of the Contract;
 - (2) shall use a reasonable degree of care to protect the Confidential Information. 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 which it warrants as providing adequate protection against any unauthorised access or use;
 - (3) shall 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 Confidential Information, existence of this Contract and/or any part of the obligations to be performed under the Contract in any media without the prior written consent of CAG;
 - (4) shall not disclose the Confidential Information to any Person, unless the Contractor discloses Confidential Information to any entity that it directly or indirectly controls, is controlled by or is under common control with the Contractor, the Contractor's Personnel and the directors, officers, employees, agents, professional advisers or contractors of the Contractor ("**Authorised Representatives**") (a) on a need to know basis, and only discloses parts of the Confidential Information to the extent necessary for the performance of their obligations under the Contract; (b) after informing the Authorised Representatives of the confidential nature of the Confidential Information; and (c) after agreeing in writing with the Authorised Representatives to the same obligations in this Contract with respect to the Confidential Information; and
 - (5) shall not and shall ensure that the Authorised Representatives do not, at any time for any reason permit any Confidential Information to be used by, disclosed or reproduced to any third party.
- 9.2 Any breach by any of the Authorised Representatives will constitute a breach by the Contractor.
- 9.3 The Contractor shall notify CAG as soon as practicable of any unauthorised disclosure or use of the Confidential Information and shall take all steps that CAG may reasonably require in connection thereof.
- 9.4 In the event that the Contractor is compelled by Law to disclose any of the Confidential Information, the Contractor will notify CAG of this in writing as soon as practicable, take steps to minimise the scope of such disclosure and disclose only that part of the Confidential Information that it is legally compelled to disclose.

- 9.5 Upon the written request at any time of CAG or if the Contract is suspended or terminated, the Contractor shall, and shall procure that its Authorised Representatives:
- (1) promptly deliver up, permanently delete, destroy or dispose of at its own cost all information, materials or documents in any medium that incorporate any part of the Confidential Information in a manner approved by CAG; 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,
- unless retention by the Contractor of the Confidential Information is required by Law.
- 9.6 The Contractor agrees that CAG has the right, in addition to its other rights and remedies, to seek injunctive relief, specific performance or other equitable relief for any threatened, anticipated or actual breach of this Clause.
- 9.7 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 with respect to the same subject matter (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 provisions of this Contract shall prevail to the extent of the inconsistency.
- 9.8 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 (defined below) 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 (defined below) in the European Union ("EU"), if any.

- 10.3 The Contractor shall Process Personal Data only on documented instructions from CAG. The Contractor shall not transfer any Personal Data outside of Singapore except with CAG's prior written approval and on such terms and instructions as may be given by CAG in writing.
- 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 Process 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. Unless otherwise agreed, where CAG makes a written request for information pertinent to a request, complaint or other communication by a Data Subject, the Contractor shall provide such information within five (5) working days.
- 10.9 The Contractor shall, at CAG's request, securely dispose of or return all the Personal Data to CAG after the end of the provision of the Services relating to Processing, and securely dispose of existing copies of the Personal Data (unless storage of the Personal

Data is required by any Law). Unless otherwise agreed, the Contractor shall complete the measures requested by CAG within ten (10) working days.

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, but in any event no later than forty-eight (48) hours after 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. The notification shall include a description of the nature of the personal breach, the number of individuals whose Personal Data have been breached, and a statement of the actions the Contractor has taken or proposes to take to mitigate the effects of the breach. The Contractor shall provide an explanation if such information is not available and propose timelines for providing the information required by the notification without undue delay.

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.

10.14 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 CAG may terminate this Contract immediately by notice to the Contractor in the event that:

- (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;
- (2) the Contractor becomes insolvent, or is unable to pay its debts, under the applicable Laws (unless “proceedings” as defined in s 440(6) of the Insolvency, Restructuring and Dissolution Act 2018 have commenced without conclusion);
- (3) if any order is made or a resolution is passed for the winding up of the Contractor (whether voluntarily or compulsorily, save for the purpose of solvent amalgamation or re-construction);
- (4) if a liquidator, provisional liquidator, an administrator, administrative receiver, receiver and/or manager is appointed in respect of the whole or any part of the Contractor’s assets, property, undertaking or business; or
- (5) if the Contractor suffers any distress or execution upon its property.

13.2 Without prejudice to CAG’s rights under Sub-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 or as may be agreed by the Parties in writing) 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 Either Party may terminate this Contract in accordance with Sub-clause 16.3 (Force Majeure) below.

13.4 Upon any termination of the Contract:

(1) under Sub-clauses 13.1 or 13.2, the Contractor shall be entitled to receive payment for any Goods delivered and/or Services supplied 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 Sub-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, 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 things earlier provided by CAG to the Contractor for the purposes of the Contract, except where expressly agreed otherwise between the Parties.

13.5 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 By Contractor

(1) The “Warranty Period”:

(a) with respect to each of the Goods, shall commence on the date of receipt of such Goods in Singapore. The Warranty Period for each of the Goods shall be twelve (12) months from the date of receipt of such Goods, or such period as agreed by the Parties in writing; and

- (b) with respect to the Services, shall commence on the date of the commencement of the Term and shall be effective until a reasonable period after the expiry of the Term.
- (2) The Contractor represents and warrants that:
- (a) as at the commencement date of the Term, all information, statements and representations contained in the Proposal are true, accurate and not misleading save as may have been specifically disclosed in writing to CAG prior to the issue of the Letter of Acceptance or the Agreement (as the case may be) or Purchase Order by CAG, and the Contractor shall promptly advise CAG of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
 - (b) it has full capacity and authority to enter into and to perform its obligations under the Contract;
 - (c) its execution, delivery or performance of its obligations under this Contract will not result in a default under its constitution, any Laws to which it is subject, any judgment, order or decree of any governmental authority to which it is subject, or any agreement to which it is bound;
 - (d) there are no legal proceedings pending, threatened, or foreseeable against it, which would affect its ability to complete its obligations under the Contract;
 - (e) it has not taken or authorised any proceedings related to its bankruptcy, insolvency, liquidation, judicial management, receivership, dissolution or winding up;
 - (f) it has or has procured the knowledge, expertise, experience, capability and resources to provide the Services at all times in a good and workman-like manner and within the highest standards of the relevant industry, including all necessary materials, tools, equipment and personnel which meet any description or specifications set out in the Contract (including without limitation the Particular Requirements/Specifications);
 - (g) it has or shall have, at its own expense, before providing any of the Services and/or supplying any of the Goods, all the necessary registrations, certificates, permits, licenses and authorisations to conduct business and provide the Services and/or supply the Goods;

- (h) without prejudice to the rights that CAG may otherwise have at Law and in addition to the other warranties given, the performance of all of the Contractor's obligations hereunder and all materials and equipment provided by or on behalf of the Contractor in connection with the Services shall be free from defect or deficiency;
- (i) neither it nor any of its employees, agents and sub-contractors is a Restricted Party and that it has not received notice of or is not aware of any claim, action, suit, proceeding or investigation against it with respect to Sanctions by any Sanctions Authority. The Contractor acknowledges and agrees that this is an on-going representation and the Contractor shall immediately inform CAG in writing in the event it becomes aware of any change in circumstances that would affect the representation made.

14.2 Assignment

The Contractor shall ensure that all warranties given to it by its agents, employees and/or sub-contractors pursuant to the Contractor's obligations under this Contract, shall be immediately assigned absolutely to CAG with copies thereof provided to CAG, or if CAG so agrees, otherwise made available for CAG's benefit.

14.3 Defect or deficiency

- (1) If, at any time during the Warranty Period, CAG discovers and notifies the Contractor of any defect or deficiency of the Services, the Contractor shall at its own expense promptly remedy such defect or deficiency.
- (2) If, at any time during the Warranty Period, any of the Goods are found to be:
 - (a) damaged, defective in design, materials or workmanship;
 - (b) not in accordance with the Contract, the Particular Requirements/Specifications, or any specifications incorporated into the Contract by reference or otherwise;
 - (c) inferior to any samples approved by the Contractor; or
 - (d) 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, the Contractor shall, at its own expense (including transportation costs), at the written notification of CAG, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu thereof, elect to replace the damaged or defective Goods.

- (3) In the event that the Contractor does not fulfill any of its obligations under this Sub-clause 14.3, CAG shall have the right to purchase replacements of the Goods and/or Services, or remedy and make good any damage, defect or deficiency in any manner it deems necessary, and all costs thereby incurred shall be recoverable from the Contractor by deduction from any monies due to the Contractor under the Contract.

14.4 Save as provided in this Contract, no representations, warranties or conditions are given or assumed by CAG in respect of any information which is provided to the Contractor by CAG and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by the applicable Law.

14.5 The Warranty Period for the replacement or repaired Goods and/or Services 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 and/or Services 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.

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 Sub-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 Sub-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. For avoidance of doubt, the Contractor shall be the importer of records at all times.

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 .

- 19.3 CAG shall pay to the Contractor a sum equivalent to the Goods and Services Tax chargeable under the GSTA (or a tax of a similar nature which may be or become chargeable or imposed by the competent authorities) on the provision of the Services and supply of the Goods, if the Contractor is a taxable person for the purpose of such tax.
- 19.4 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.

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, by-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.

23. Status of Contractor and other Persons

23.1 Independent Contractor

In performing its obligations under the Contract, the Contractor shall be an independent contractor and not the agent or employee of CAG and in particular, the Contractor shall do all things necessary to observe and comply with the provisions of the Workplace Safety and Health Act (Cap. 354A). The Goods and/or Services shall be provided under the supervision and control of the Contractor and CAG shall have no obligation to supervise the Contractor's employees, agents or sub-contractors. The Contractor shall have no authority to make statements, representations or commitments of any kind or take any other action binding on CAG, except as specifically provided in the Contract. It is expressly agreed that it is not the purpose or intention of the Contract to create, nor shall the same be construed as creating, any partnership or joint operation between CAG and the Contractor.

23.2 Agent

Where the Contractor appoints any Person other than its employee or any Contractor's Personnel (the "**Agent**") to act on the Contractor's behalf in respect of the Contractor's performance of its obligations under the Contract:

- (1) CAG shall be entitled but not obliged at any time and from time to time, to act upon any instruction, request, notice or other communication from the Agent;
- (2) the power of CAG under paragraph (1) above shall continue until CAG receives reasonable notice from the Contractor to cease acting upon such communication from the Agent; and
- (3) CAG shall not be liable for and the Contractor shall indemnify CAG against any demands, claims, proceedings, losses, damages, costs (including solicitor and client costs) and expenses suffered or incurred by CAG, its servants or agents as the result of CAG acting upon any instruction, request, notice or other communication from the Agent in accordance with the power granted to CAG under this Sub-clause 23.2 and/or as the result of any act or omission of the Agent.

23.3 Payment to sub-contractor

- (1) CAG shall be entitled at its sole discretion to make payment directly to any sub-contractor of the Contractor of such amounts as CAG determines in accordance with the terms of the Contract. Such payment will be a good discharge of CAG's obligation to pay the same due or subsequently becoming due to the Contractor under the Contract.
- (2) For the avoidance of doubt, the exercise of the foregoing right by CAG will not relieve the Contractor of its obligations under the Contract unless otherwise stated by CAG.

24. **Compliance with Terms and Conditions of Airport Pass**

- 24.1 In the event that the employees, agents and sub-contractors of the Contractor require access into the restricted areas of Singapore Changi Airport ("**Restricted Areas**") to provide the Goods and/or Services, the Contractor shall at its own cost and expense, make the necessary application for an Airport Pass to be issued to such employees, agents and sub-contractors.
- 24.2 The Contractor undertakes to ensure that its employees, agents and sub-contractors will use the Airport Pass only for the purpose of providing the Goods and/or Services and will not in any way mis-use the Airport Pass and/or breach any of the terms and conditions pursuant to which the Airport Pass was issued ("**Airport Pass Conditions**").
- 24.3 The Contractor further undertakes to ensure that its employees, agents and sub-contractors will promptly return the Airport Pass in the event they no longer require access into the Restricted Areas to provide the Goods and/or Services and/or when they leave the employment of the Contractor.
- 24.4 The Contractor agrees that any breach by its employees, agents and/or sub-contractors of the Airport Pass Conditions or mis-use of the Airport Pass by such persons will constitute a breach by the Contractor. In such an event and without prejudice to any other remedies available to it, CAG shall be entitled to make the appropriate deductions from the security deposit, if any.

25. **Non Solicitation**

- 25.1 The Contractor undertakes that during the Term of the Contract, it will not:

- (a) solicit or entice away (or assist anyone else in soliciting or enticing away) any member of CAG's professional staff with whom the Contractor has had dealings in connection with the Contract; or
 - (b) employ any such person or engage them in any way to provide services to it.
- 25.2 The undertaking in Sub-clause 25.1 will not apply to any CAG employee who without having been previously approached directly or indirectly by the Contractor, responds to an advertisement placed by the Contractor or on its behalf.