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GENERAL TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. The following words have the following meanings:

"**Affiliate**" of a person is any other person Controlling, is Controlled by or under common Control, directly or indirectly, with such person;

"**Applicable Laws**" means all applicable laws, by-laws, enactments, regulations, regulatory policies, ordinances, licences or orders of any court, tribunal or governmental, statutory, regulatory, judicial, administrative or supervisory authority, body or board, which are in force during the term of this Contract;

"**Approved Cure Plan**" is defined in clause 24.2(c);

"**Approved Prevention Plan**" is defined in clause 24.2(d);

"**Background IPR**" is defined in clause 13.1;

"**Business Day**" means a day on which banks are open for business in Singapore;

"**Confidential Information**" is defined in clause 26.1;

"**Contract**" means the Purchase Order, the Specific Terms and Conditions, these General Terms and Conditions, and any Schedules, Annexes and Appendices;

"**Control**" of a person is the direct or indirect ownership of more than 50 per cent. of the voting capital or similar right of ownership of that person or the legal power to direct or cause the direction of the general management and policies of that person, whether through the ownership of voting capital, by contract or otherwise, and "**Controls**", "**Controlled**" and "**Controlling**" shall be interpreted accordingly;

"**Deliverables**" means all documents, reports, presentations, products, materials and data developed by Supplier or its agents, subcontractors, consultants, employees or Affiliates in relation to the Services in any form, including any specific deliverables listed in the Purchase Order, Specific Terms and Conditions and/or Schedule 1;

"**Delivery Schedule**" means the schedule for delivery of the Goods and/or Services, as set out in in the Purchase Order, Specific Terms and Conditions and/or Schedule 1;

"**Disclosing Party**" is defined in clause 26.1;

"**Draft Cure Plan**" is defined in clause 24.2(c);

"**Draft Prevention Plan**" is defined in clause 24.2(d);

"**Force Majeure Event**" is defined in clause 21.1;

"**Foreground IPR**" is defined in clause 13.3;

"**Good Professional Practice**" means practices, methods and procedures which would be adopted by a supplier exercising in the general conduct of its undertaking that degree of skill, diligence, prudence and

foresight which would ordinarily and reasonably be expected from a supplier engaged in the business of providing services which are the same as or similar to the Services under the same or similar circumstances and conditions;

"Goods" means the goods to be provided by Supplier pursuant to this Contract, as described in the Purchase Order, Specific Terms and Conditions and/or Schedule 1;

"Insolvency" of a party means such party being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities, or such party being an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; or if an order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), or is subject to bankruptcy or dissolution, or if it shall otherwise propose or enter into any composition or arrangement with any or all classes of its creditors, or if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium, and **"Insolvent"** shall be construed accordingly;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Key Personnel" means the Supplier Personnel indicated in the Specific Terms and Conditions and/or Schedule 1 as being key to the performance of the Services;

"Location" means the location(s) to which Goods will be delivered and/or at which Services will be provided, as specified in the Purchase Order, Specific Terms and Conditions and/or Schedule 1;

"Losses" or **"Loss"** for any matter, event or circumstance means all losses, claims, demands, actions, proceedings, damages and other payments, costs (including reasonable attorney's fees), expenses and other liabilities of any kind;

"Mandatory Policies" means SMRT's mandatory policies and codes of practice in force during the term of this Contract, including policies concerning health and safety, ethics, employment practices, privacy and data protection, cybersecurity and anti-bribery and corruption, and the policies set out in Schedule 2;

"New Provider" is defined in clause 25.2;

"Option" is defined in clause 22.4;

"PDPA" means Singapore's Personal Data Protection Act 2012 as amended and modified from time to time;

"Personal Data" shall have the same meaning ascribed to it in the PDPA;

"Price" means the price payable by SMRT for Goods and/or Services, as set out in the Purchase Order, Specific Terms and Conditions and/or Schedule 1;

"Purchase Order" means the purchase order(s) issued by SMRT to the Supplier;

"Recipient" is defined in clause 26.1;

"Records" is defined in clause 15(a);

"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;

"Rules" is defined in clause 28.9;

"Sanctions" means the economic laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the Sanctions Authorities (or any of them);

"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"**);

"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/SDNList/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;

"Security Deposit" is defined in clause 2.2(b);

"Services" means the services to be provided by Supplier pursuant to the Purchase Order, Specific Terms and Conditions and/or Schedule 1 and such other services as are reasonably necessary for the performance, or the enjoyment of the benefit, of such services;

"Service Levels" means the minimum required standards for performance of the Services, as may be specified in the applicable Specific Terms and Conditions and/or Schedule 1;

"SMRT" means the SMRT entity set out in the Specific Terms and Conditions that is a party to this Contract;

"SMRT Data" is defined in clause 27.1;

"SMRT Group" means SMRT Corporation Ltd and its Affiliates from time to time;



"**SMRT Indemnified Party**" means SMRT and its Affiliates and their respective officers, directors, employees, subcontractors, customers, agents, successors and assigns;

"**SMRT Items**" means all items, software, hardware, property, equipment, documents, data and any other materials, in physical or digital forms and provided by SMRT or any other SMRT Group company in connection with the Goods and/or Services;

"**SMRT Trains**" means SMRT Trains Ltd;

"**Supplier**" means the Supplier entity set out in the Purchase Order and/or Specific Terms and Conditions that is a party to this Contract;

"**Supplier Group**" means Supplier and its Affiliates from time to time;

"**Supplier Indemnified Party**" means the Supplier and its Affiliates and their respective officers, directors, employees, subcontractors, agents, successors and assigns;

"**Supplier Personnel**" is defined in clause 7.1;

"**Supplier System**" is defined in clause 10.1;

"**Supplier Tender Submission**" means the Supplier's tender submission, as attached to this Contract (if applicable);

"**Tender Specifications**" means the scope of work, specific instructions or conditions, technical specifications or requirements, site Information and drawings pertaining to the work and any other relevant schedules and appendices in the tender document for which the Supplier is required to submit their proposal or offer (if applicable);

"**Term**" means the term of this Contract as specified in the Specific Terms and Conditions and/or Schedule 1; and

"**Wind-Down Assistance**" is defined in clause 25.2.

1.2. The following rules of interpretation apply, unless the context requires otherwise:

- (a) words shall not be given a restrictive interpretation if they are preceded or followed by words indicating a particular class of acts, matters or things;
- (b) any references to singular include plural (and vice versa);
- (c) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (d) the expression "including" or "shall include" means "including without limitation" (with related words being construed accordingly);
- (e) the expression "Parties" shall mean the parties to this Contract; and
- (f) a statute or statutory provision includes any consolidation, re-enactment, modification or replacement of the same and any subordinate legislation in force under any of the same from time to time.

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- 1.3. If there is a conflict between any agreements or parts of them between the Parties, the following order of precedence shall apply:
- (a) the Purchase Order (if applicable);
 - (b) the Specific Terms and Conditions; then
 - (c) the General Terms and Conditions; then
 - (d) the Schedules, Annexes and Appendices (excluding Supplier terms and conditions); then
 - (e) the Tender Specifications; then
 - (f) any terms and conditions of a Supplier Group company that the Parties expressly agree in writing are to form part of this Contract; then
 - (g) the Supplier Tender Submission.

2. General Terms and Conditions

- 2.1. These General Terms and Conditions apply to the purchase by SMRT of Goods and/or Services from Supplier.
- 2.2. The Supplier shall, within thirty (30) days of the date of this Contract or as otherwise required by SMRT:
- (a) where SMRT Trains Ltd is a party to this Contract, execute and deliver to SMRT the Key Contractor Undertaking attached at Schedule 3; and
 - (b) if required by SMRT, deposit with SMRT an amount equal to five per cent (5%) of the Price or other amount specified by SMRT, by way of an insurance bond or banker's guarantee acceptable to SMRT as security for the due performance and observance by Supplier of all the stipulations, conditions and agreements contained in this Contract (the "**Security Deposit**"). A specimen form of Security Deposit is attached at Schedule 5, which may be amended from time to time, subject to the following:
 - (i) the Security Deposit shall be valid until the expiry of this Contract, or until the satisfactory performance and completion by the Supplier of its obligations under the Contract (whichever is later);
 - (ii) without prejudice to its other rights and remedies, SMRT may utilise and make payments out of the Security Deposit should the Supplier owe any sums to SMRT or the SMRT Group; and
 - (iii) the Security Deposit, or any balance remaining, will be returned to the Supplier no later than fourteen (14) days after the final satisfaction by the Supplier of its obligations in connection with the supply of Goods and/or Services, as notified to Supplier by SMRT in writing.

3. Goods and/or Services

- 3.1. If Supplier is only supplying Goods, the terms of this Contract that are applicable to Services do not apply.
- 3.2. If Supplier is only supplying Services, the terms of this Contract that are applicable to Goods do not apply.

4. Supply of Goods

- 4.1. Supplier agrees to provide the Goods in accordance with the terms of this Contract.
- 4.2. Any forecasts provided by SMRT are indicative and are non-binding unless expressly stated otherwise in writing.
- 4.3. Supplier shall:
 - (a) deliver and supply the Goods in accordance with:
 - (i) Applicable Laws, Good Professional Practice and the Mandatory Policies;
 - (ii) any reasonable instructions provided, from time to time, by SMRT or any person authorised on behalf of SMRT within the scope of this Contract;
 - (iii) the Delivery Schedule (or, if no Delivery Schedule is specified, as soon as reasonably practicable) at the relevant Location during SMRT's normal business hours, or as otherwise instructed by SMRT;
 - (iv) the Tender Specifications and the Supplier Tender Submission;
 - (b) ensure that the Goods:
 - (i) correspond with their description and any applicable specifications, including the Tender Specifications and the Supplier Tender Submission;
 - (ii) are of satisfactory quality and free from defects in material (including any raw materials contained in them), fabrication and workmanship and remain so for twelve (12) months after delivery;
 - (iii) comply with Applicable Laws;
 - (iv) are fit for any purpose held out by Supplier or made known to Supplier by SMRT prior to delivery;
 - (v) are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (c) ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Contract; and
 - (d) be able to meet SMRT's forecasted requirements as notified to Supplier in writing from time to time.
- 4.4. Each delivery of Goods shall be accompanied by a delivery note from Supplier showing the order number, the date of the order, the type and quantity of Goods and, in the case of an order being delivered by instalments (to the extent permitted), the outstanding balance of Goods remaining to be delivered.
- 4.5. Title and risk in the Goods shall pass to SMRT on completion of delivery. Delivery is complete upon completion of unloading at the relevant Location.
- 4.6. If Goods are not delivered in accordance with the Delivery Schedule, then, without limiting any other right or remedy SMRT may have, SMRT may:

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- (a) refuse to take any subsequent attempted delivery of the Goods;
- (b) terminate this Contract with immediate effect; and/or
- (c) obtain substitute goods from another supplier and recover from Supplier any costs and expenses reasonably incurred by SMRT in obtaining such substitute products; and/or
- (d) claim for Losses resulting from the Supplier's failure to deliver the Goods in accordance with the Delivery Schedule.

4.7. Without prejudice to any rights or remedies of SMRT, Supplier shall give notice to SMRT immediately if it becomes aware or anticipates that it will or may be unable to comply with its obligations under this clause 4 (**Supply of Goods**), including if it becomes aware that it will be unable to supply any Goods in accordance with the agreed Delivery Schedule.

4.8. SMRT has the right to inspect, test and approve or reject the Goods at any time (prior to, on or after delivery). If SMRT considers that the Goods do not and/or are unlikely to comply with the requirements of this Contract, then, without limiting any other right or remedy that SMRT may have, SMRT may reject those Goods and:

- (a) terminate this Contract with immediate effect;
- (b) require Supplier to repair or replace the rejected Goods at Supplier's risk and expense within the time period specified in a notice from SMRT, or (if no time period is specified) as soon as reasonably practicable and in any event within five (5) Business Days;
- (c) obtain the Goods or parts thereof from another supplier and recover all related costs reasonably incurred in doing so from Supplier; and/or
- (d) claim Losses resulting from Supplier's delivery of Goods that do not comply with the requirements of this Contract.

4.9. SMRT shall have the right to conduct further inspections and tests until such time as it is satisfied that the Goods comply with the requirements of this Contract.

4.10. Notwithstanding SMRT's payment in full for the Goods, such payment does not constitute and shall not be deemed to be evidence of SMRT's acceptance of the Goods and Supplier shall not be relieved from its responsibility to replace any defective or damaged Goods.

5. Supply of Services

5.1. Supplier agrees to supply the Services in accordance with the terms of this Contract.

5.2. Supplier shall supply the Services throughout the Term in accordance with:

- (a) the requirements set out in this Contract;
- (b) the Tender Specifications;
- (c) the Supplier Tender Submissions;

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- (d) Applicable Laws;
- (e) Good Professional Practice;
- (f) the Mandatory Policies;
- (g) any applicable Service Levels; and
- (h) any reasonable instructions provided, from time to time, by SMRT or any person authorised on behalf of SMRT within the scope of this Contract.

5.3. Supplier shall co-operate with SMRT in all matters relating to the Services.

5.4. Supplier shall not supply or procure the supply of the Services in a manner which is intended to or may harm the business or reputation of any SMRT Group company.

5.5. Supplier shall:

- (a) implement the measurement and monitoring tools and procedures which are agreed or reasonably required in order to monitor, measure and report to SMRT as to Supplier's provision of the Services, including as against any applicable Service Levels;
- (b) ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Contract; and
- (c) provide all assistance that SMRT may reasonably require from time to time for the purposes of evaluating Supplier's provision of the Services and resolving operational problems in connection with the Services.

5.6. Without prejudice to any rights or remedies of SMRT, Supplier shall give notice to SMRT as soon as reasonably practicable if it becomes aware or anticipates that:

- (a) it will be unable to supply any Services in accordance with the Delivery Schedule; or
- (b) it has supplied Services which do not comply with the terms of this Contract.

5.7. If Supplier fails to comply with the Delivery Schedule or provides Services and/or Deliverables that do not comply with the requirements of this Contract then (without prejudice to SMRT's rights and remedies), SMRT may:

- (a) terminate this Contract with immediate effect;
- (b) refuse to accept any subsequent performance of the Services or provision of Deliverables which the Supplier attempts to make;
- (c) purchase substitute services from elsewhere and/or perform the Services and/or provide the Deliverables itself and recover from Supplier any costs and expenses reasonably incurred as a result of doing so; and/or
- (d) hold Supplier accountable for any Losses incurred.

6. Variations

SMRT may, at any time, vary, amend or cancel any order for Goods and/or Services by giving Supplier written notice. Subject to receipt by SMRT of reasonable evidence, SMRT shall, in such circumstances, pay Supplier fair and reasonable compensation for any work already completed on the Goods and/or Services in accordance with this Contract. Such compensation shall not include loss of anticipated profits or any consequential loss and Supplier shall use all reasonable endeavours to mitigate its costs and expenses and the total amount payable shall under no circumstances exceed the pro-rata Price of the actual Goods and/or Services delivered in accordance with this Contract, prior to the receipt by Supplier of such notice of variation, amendment or cancellation.

7. Personnel

7.1. Suitability of personnel

Supplier shall:

- (a) ensure that all persons employed or engaged (including employees, workers, agents and self-employed contractors and whether or not employed or engaged directly as individuals or through a company) by or on behalf of Supplier in connection with this Contract ("**Supplier Personnel**") have sufficient capacity, competence, skill and experience to be able to discharge the functions assigned to them in a timely and professional manner;
- (b) ensure that all Supplier Personnel are legally entitled to work in the countries in which they will be required to work in connection with this Contract (as required by Applicable Laws). This includes ensuring that any foreigner employed in connection with this Contract shall have the necessary work permit to allow them to work in Singapore;
- (c) comply with Applicable Laws concerning the employment of Supplier Personnel; and
- (d) be solely responsible for the supervision, direction and control of all Supplier Personnel, including providing all required equipment.

7.2. Key Personnel

Supplier shall use its best endeavours to ensure that all Key Personnel are actively involved in the provision of the Services throughout the Term. Supplier shall obtain the prior written consent of SMRT before making any change to the Key Personnel.

7.3. Compliance with Mandatory Policies

Supplier shall ensure that Supplier Personnel shall at all times comply with the Mandatory Policies and the reasonable instructions and directions of SMRT from time to time.

7.4. Removal of unsuitable persons

If, in the reasonable opinion of SMRT, any Supplier Personnel:

- (a) fails to meet the required standards of performance pursuant to this Contract; or



(b) engages in conduct which is unacceptable to SMRT,

then, without prejudice to SMRT's other rights and remedies, Supplier shall, at SMRT's request and at Supplier's cost, procure the removal of that member of Supplier Personnel from any involvement with the performance of this Contract as soon as reasonably practical and within seven days promptly replace them with personnel who meet the requirements of this Contract.

7.5. Responsibility for Supplier Personnel

(a) Supplier shall be responsible for payment of all compensation and other benefits, employer taxes and the withholding and paying of any income tax and for making any other deductions or contributions as required by Applicable Laws (including workers' compensation and disability) for or relating to each Supplier Personnel.

(b) The Parties agree that nothing in this Contract shall make any Supplier Personnel an employee of SMRT or SMRT Group in any way.

8. SMRT Items

8.1. All SMRT Items shall remain the property of SMRT (or any person specified by SMRT) and title to the SMRT Items shall not pass to Supplier at any time. The transfer of possession of any SMRT Items constitutes the legal transfer of risk to Supplier but does not represent any transfer of title or ownership.

8.2. The SMRT Items shall not be subject to any lien in favour of Supplier and Supplier, its employees and subcontractors shall not have any rights or guarantee over the SMRT Items. Supplier will have no right to pledge the SMRT Items to third parties or take or omit any actions which would infringe the rights of the owner. Supplier shall not encumber, sell, lease, transfer or otherwise dispose of any rights, title or interest in and to the SMRT Items in any situation.

8.3. SMRT or its representatives shall at any time on reasonable notice be entitled to access or take over custody of the SMRT Items and related materials.

8.4. Supplier will be liable, and will reimburse SMRT in full, for any Loss to the SMRT Items under its care, custody or control (including during the transportation and storage of the SMRT Items and in handling any returns) however it was caused.

9. Property Damage

Supplier is responsible for any Loss of any real or personal property in connection with the provision of the Goods and/or Services, to the extent that such loss or damage is caused by an act or omission (negligent, fraudulent or otherwise) of Supplier, its employees, its subcontractors or their employees.

10. Information Technology

10.1. This clause 10 (**Information Technology**) only applies if Supplier is providing hardware and/or software in connection with the performance and/or delivery of the Goods and/or Services ("**Supplier System**").

10.2. Supplier shall ensure that any Supplier System complies with the terms of this Contract, Applicable Laws and Good Professional Practice.

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10.3. Supplier shall:

- (a) support and maintain the Supplier System throughout the Term in accordance with this Contract and Good Professional Practice;
- (b) ensure that the Supplier System is fit for any specific purpose for which Supplier knew or ought reasonably to have known such Supplier System would be used by SMRT (including the way in which such Supplier System is intended to interface with any of SMRT's pre-existing hardware or equipment with which such Supplier System is intended to interface);
- (c) ensure that the Supplier System complies with the Mandatory Policies, including any IT and/or data security requirements specified in the Mandatory Policies;
- (d) maintain such level of availability of the Supplier System as is required to deliver its contractual obligations but, in any event, no less than 99.99% availability (excluding for these purposes scheduled downtime in accordance with Good Professional Practice), as measured on a monthly basis;
- (e) report to SMRT as to the operation of the Supplier System (including promptly notifying SMRT of any events that could impact the operation of the Supplier System in a manner that could impact the delivery of the Goods and/or Services); and
- (f) take such steps as are necessary in accordance with Good Professional Practice to prevent the introduction of viruses, or other harmful, or malicious code into the Supplier System or otherwise into SMRT's IT systems.

10.4. Where required by SMRT, Supplier shall provide reasonable training and documentation to SMRT's personnel as to the operation of Supplier System as is necessary to facilitate the provision and receipt of the Goods and/or Services.

11. Disaster Recovery

11.1. Supplier shall:

- (a) take all reasonable precautions, and at all times have in place suitable incident management systems and/or disaster recovery systems, so as to ensure that the Goods and/or Services continue to be provided without interruption or derogation throughout the Term and otherwise in accordance with this Contract; and
- (b) reliably and regularly back up all data provided, used, or generated in connection with the Goods and/or Services and shall otherwise establish and maintain adequate safeguards against the destruction, theft, or loss of data in the care, control and custody of Supplier.

12. Price and Payment

12.1. The Price for the Goods and/or Services shall be as set out in the Purchase Order and/or the Specific Terms and Conditions and/or Schedule 1. No other charges or costs shall be payable by SMRT in connection with the Goods and/or Services unless agreed otherwise in writing in advance.

- 12.2. Unless otherwise expressly provided in the applicable Purchase order, the Price shall be exclusive of any applicable sales or service tax, or GST, which shall be payable by SMRT subject to receipt of a valid invoice. Supplier will quote any applicable Purchase order number on the invoice in accordance with SMRT's instructions.
- 12.3. SMRT shall make payment less amounts it is required to withhold pursuant to Applicable Laws in relation to taxation.
- 12.4. Supplier shall only be reimbursed for those reasonable out-of-pocket expenses which are specified in this Contract, pre-approved by SMRT in writing and actually incurred in providing the Goods and/or Services. Supplier shall comply with any expenses requirements set out in the Mandatory Policies.
- 12.5. Subject to receipt of a valid invoice, SMRT shall pay Supplier the undisputed amounts due and payable according to the payment terms set out in this Contract. Where no payment terms are set out, invoices shall be presented to SMRT monthly in arrears, and the amount due and payable shall be payable within sixty (60) days of SMRT's receipt of a valid invoice. Where the day nominated or determined for payment is not a Business Day, then the day for payment shall be the first Business Day after the day so nominated.
- 12.6. Supplier shall ensure that each invoice complies with Applicable Laws, is issued no later than three (3) months after the relevant Goods and/or Services are delivered, is in the form reasonably required by SMRT, shows all elements of the Price and pre-approved out-of-pocket expenses and, to the extent that it relates to out-of-pocket expenses, is accompanied by such evidence of those expenses as SMRT may reasonably require.
- 12.7. The Price is payable in Singapore Dollars unless the Specific Terms and Conditions and/or Schedule 1 specifies otherwise. Any foreign exchange risks shall be borne solely by Supplier.
- 12.8. SMRT may at any time, without limiting any of its other rights or remedies, set off any liability of Supplier to SMRT under this Contract against any liability of SMRT to Supplier.

13. Intellectual Property Rights

- 13.1. All Intellectual Property Rights owned by either Party prior to the date of this Contract or developed or created by either Party other than in the course of performing its obligations under this Contract ("**Background IPR**") will remain vested in each Party and shall not be assigned or (subject to clause 13.2) licensed under this Contract.
- 13.2. To the extent that any of the Goods and/or any of the Deliverables incorporate or embody Background IPR:
 - (a) Supplier hereby grants to SMRT a perpetual (regardless of expiry or termination of this Contract), irrevocable, royalty-free, freely transferable, non-exclusive licence to use Supplier's Background IPR to facilitate and/or enable the use by SMRT of the Goods and/or the Deliverables; and
 - (b) unless otherwise agreed between Parties in writing, SMRT hereby grants to Supplier, for the duration of this Contract, a royalty-free and non-exclusive license to use SMRT's Background IPR to facilitate and/or enable the use by Supplier of the Goods and/or Deliverables.

13.3. Subject to clause 13.1, all Intellectual Property Rights in and to the Goods and/or the Deliverables ("**Foreground IPR**") will immediately vest in SMRT. Supplier hereby assigns with full title guarantee (by way of present assignment of present and future rights) such Foreground IPR to SMRT.

13.4. Supplier shall use all reasonable endeavours to obtain waivers of all moral rights (and any similar rights in other jurisdictions) in and to the Goods and Deliverables (as applicable).

14. Reporting and Governance

14.1. Supplier shall deliver to SMRT such reports on the provision by Supplier of the Goods and/or Services as SMRT may reasonably require.

14.2. The required reports will be delivered monthly in a format approved by SMRT, or as specified in the Specific Terms and Conditions and/or Schedule 1.

14.3. The Parties shall meet to discuss the provision of the Goods and/or Services at such frequency and at such locations as are reasonably required by SMRT. Supplier shall make available such Supplier Personnel to attend the meetings as SMRT shall reasonably require.

15. Inspection and Audit

Supplier shall:

- (a) maintain all books, accounts, records and quality control information relating to its performance of this Contract or otherwise required by Applicable Laws ("**Records**") and shall ensure that these are at all times comprehensive, accurate and reliable;
- (b) retain and properly store the Records during the Term and for at least five years after termination or expiry; and
- (c) at all times during the Term and for at least five years after termination or expiry, allow SMRT and/or its representatives to enter any Supplier premises upon no less than 14 days' prior written notice to access, inspect, audit and copy the Records for the sole purpose of assessing Supplier's compliance with the requirements of this Contract. Any audit must be conducted during Supplier's ordinary business hours. SMRT shall use all reasonable endeavours to minimise disruption to Supplier's business in connection with any such audit.

16. Third Party Providers

Where there is interaction or overlap between the Goods and/or Services being provided by Supplier and the goods and/or services of SMRT, its Affiliates and/or its or their third party providers, Supplier shall co-operate fully and in good faith with such parties.

17. Warranties, Representations and Undertakings

17.1. Each party warrants, represents and undertakes that:

- (a) it has full capacity and authority to enter into and perform this Contract; and

- (b) it shall comply with and shall maintain all necessary policies and procedures to comply with all Applicable Laws relating to anti-bribery and anti-corruption throughout the Term of this Contract.

17.2. SMRT warrants, represents and undertakes that the use by Supplier of the SMRT Items in accordance with the terms of this Contract and SMRT's instructions will not infringe the rights of any other third party.

17.3. Supplier warrants, represents and undertakes that:

- (a) it has the necessary capacity and capability to provide the Goods and/or Services, including the appropriate skill, experience, facilities, personnel, equipment, software, technological knowledge, expertise, and all other resources required to do so;
- (b) it shall provide the Goods and/or Services in accordance with all Applicable Laws;
- (c) the receipt, use and onward supply of the Goods and/or Services by SMRT Group companies and their respective officers, directors, employees, subcontractors, customers, agents, successors and assigns shall not infringe the rights of any other third party;
- (d) entry into, performance of and compliance with this Contract and procuring of any of the aforesaid will not cause any breach of any other contract or legal restriction binding on it or its assets or undertakings;
- (e) all Goods shall be warranted against all defects arising from or relating to design, materials, workmanship, delivery, installation or manufacturing for twelve (12) months from the date of delivery or commissioning, whichever is the later;
- (f) all Deliverables and/or Services shall be warranted against all defects arising from or relating to design, materials, workmanship, delivery, installation or manufacturing for twelve (12) months from the date of delivery or commissioning or from the date of completion of the performance of the Services, whichever is the later; and
- (g) 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 Supplier acknowledges and agrees that this is an on-going representation, and the Supplier shall immediately inform SMRT in writing, in the event it becomes aware of any change in circumstances that would affect the representation made.

18. Indemnities

18.1. SMRT shall indemnify, defend and hold harmless each Supplier Indemnified Party from and against all Losses suffered or incurred by each Supplier Indemnified Party as a result of a third party claim arising from any breach by SMRT of clause 17 (***Warranties, Representations and Undertakings***).

18.2. Supplier shall indemnify, defend and hold harmless each SMRT Indemnified Party from and against all Losses suffered or incurred by each SMRT Indemnified Party as a result of:

- (a) the Supplier's gross negligence, wilful misconduct or fraud, or that caused by any of its employees, agents and contractors;
- (b) any third party claim that arises from Supplier's breach of this Contract;

- (c) any claim by a Supplier Personnel;
- (d) any breach by Supplier of clause 7.1 (***Suitability of Personnel***);
- (e) any breach by Supplier of clause 17 (***Warranties, Representations and Undertakings***) or clause 26 (***Confidentiality***) or clause 27 (***Personal Data***);
- (f) any claim made against SMRT for actual or alleged infringement of a third party's rights, arising out of or in connection with the supply or use of the Goods and/or Services in accordance with this Contract;
- (g) any claim made against SMRT in relation to death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Services (save to the extent that such defects are not attributable to Supplier Group companies and Supplier Personnel); and
- (h) any loss or damage to any SMRT Items, save to the extent caused by normal wear and tear.

19. Exclusions and Limitations of Liability

- 19.1. Nothing in this Contract shall limit or exclude liability for death or personal injury caused by negligence, for fraud or for any other type of liability that cannot be limited or excluded under Applicable Laws.
- 19.2. To the maximum extent permitted by Applicable Laws, neither party shall be liable to the other for any special, indirect or consequential loss or damage of any kind howsoever arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and including under the indemnity obligations under this Contract.
- 19.3. To the maximum extent permitted by Applicable Laws, the maximum aggregate liability of either Party to the other Party arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the Price of this Contract.

20. Insurance

Supplier warrants that it has and undertakes that it shall at all times have in place and comply with the insurance requirements set out in Schedule 4. Upon request, Supplier will promptly provide SMRT with evidence of such insurances.

21. Force Majeure

- 21.1. Neither party shall be liable to the other party for any delay or non-performance of its obligations which arise directly from any cause(s) beyond its reasonable control, planning or avoidance, such cause(s) including: any extremely severe weather, landslide, fire, subsidence, epidemic, outbreak of military hostilities (whether or not war is declared), expropriation by governmental authorities, act of God, governmental or regulator act, act of terrorism, earthquake, flood, embargo, riot, sabotage, strike (other than of its own employees and/or contractors), failures of third parties (other than subcontractors), explosion or civil commotion ("**Force Majeure Event**"), provided that the affected party:
 - (a) promptly notifies the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

(b) uses all reasonable endeavours to limit the effect of that delay or non-performance on the other party.

21.2. If a Force Majeure Event affects Supplier and full and uninterrupted performance of this Contract is not restored within twenty-four (24) hours, SMRT shall not be required to pay, and Supplier shall not be entitled to charge for Services affected by that Force Majeure Event for the duration of the period commencing on the date the Force Majeure Event occurred and ending on the date full and uninterrupted performance is resumed.

21.3. If a Force Majeure Event continues for a continuous period of more than thirty (30) days and/or if performance by a Party is suspended for more than sixty (60) days in aggregate during the Term owing to a Force Majeure Event then the Party not affected shall be entitled to terminate this Contract by providing no less than fourteen (14) days' prior written notice.

22. Term and Termination

22.1. SMRT can terminate this Contract for convenience without any liability by giving thirty (30) days' written notice to the Supplier.

22.2. This Contract takes effect from the Start Date and continues for the Term as described in the Specific Terms and Conditions, subject to earlier termination in accordance with its terms.

22.3. Without limiting its other rights or remedies, SMRT may terminate this Contract immediately upon written notice if:

- (a) Supplier breaches any material provision of this Contract (including any confidentiality obligation) and (where such breach is capable of remedy) does not remedy that breach within thirty (30) days of SMRT's notice of such breach;
- (b) Supplier becomes Insolvent;
- (c) undergoes a change in Control; or
- (d) Supplier or any person employed by it offers or has offered any gift or consideration of any kind as an inducement or reward for doing any action in relation to this Contract, which would be or is deemed by SMRT to be an offence under the Penal Code 1871 or the Prevention of Corruption Act 1960.

22.4. Where the Contract provides for an option for the extension and/or renewal of the Term of the Contract ("**Option**"), SMRT shall have the sole and absolute discretion to exercise the Option. SMRT may exercise the Option by giving Supplier written notice at least thirty (30) days before the expiry of this Contract.

23. Consequences of Termination

23.1. On termination of this Contract, Supplier shall cease to use for any purpose, and shall deliver to SMRT, in SMRT's chosen format, or media free of viruses (where relevant), within seven (7) days of termination, all Goods, SMRT Items and Deliverables (whether or not in final form) and any other work product purchased by SMRT in the possession or control of any Supplier Group company relating to this Contract.

23.2. Termination of this Contract, in whole or in part, shall not affect (a) any rights and obligations of the Parties accrued prior to or upon termination, including the right to claim damages in respect of any breach of this

Contract which existed at or before the date of termination; and (b) any other clauses expressed to survive termination or which by their nature survive termination.

24. Cure Plan

24.1. Without limiting its other rights or remedies, SMRT may by ten (10) days' prior written notice require Supplier to engage in enhanced co-operation to remedy a breach by Supplier of any provision of this Contract, as described in this clause 24 (**Cure Plan**).

24.2. Where SMRT has issued a notice to Supplier in accordance with this clause, Supplier shall continue to perform all of its obligations under this Contract and shall:

- (a) immediately provide SMRT with such information (in addition to any information required to be provided under the other provisions of this Contract) as SMRT may reasonably request, or require in order to fully understand the nature and causes of the breach and the action that has been taken or is considered being taken by Supplier to rectify the breach;
- (b) promptly give or procure for SMRT access to the Supplier Personnel responsible for causing and/or rectifying the breach together with other senior personnel of Supplier;
- (c) where a breach is capable of remedy, devote all necessary resources to the resolution or remediation of the breach to ensure that the breach is resolved immediately and co-operate and promptly meet with SMRT to agree on, within ten (10) days of receipt of the written notice, a strategy (the "**Draft Cure Plan**"), which if approved by SMRT (the "**Approved Cure Plan**") shall be implemented by the Supplier for the resolution of that breach;
- (d) where a breach is not capable of remedy, devote all necessary resources to the prevention of a recurrence of that breach and, if required by SMRT, co-operate and promptly meet with SMRT to agree on, within ten (10) days of receipt of the written notice, a strategy (the "**Draft Prevention Plan**") which if approved by SMRT (the "**Approved Prevention Plan**") shall be implemented by the Supplier for the prevention of a recurrence of that breach;
- (e) allow SMRT to attend operational meetings relating to the planning and implementation of the Approved Cure Plan or Approved Prevention Plan, where relevant;
- (f) report to SMRT on a daily basis on Supplier's implementation and the progress of the Approved Cure Plan or Approved Prevention Plan, where relevant; and
- (g) promptly notify SMRT of any changes to the Approved Cure Plan or Approved Prevention Plan and the reasons for those changes.

24.3. A failure by Supplier to comply with its obligations under this clause 24 (**Cure Plan**) constitutes a material breach of this Contract, without prejudice to SMRT's other rights and remedies.

25. Wind-Down Assistance

25.1. For such period required by SMRT, up to a total of 180 days after termination or expiry of this Contract, Supplier shall provide such Wind-Down Assistance in respect of this Contract as SMRT may require, at the Price (calculated pro rata where applicable).

- 25.2. For the purposes of this clause 25 (**Wind-Down Assistance**), "**Wind-Down Assistance**" means the provision to SMRT, its Affiliates and/or a third party provider specified by SMRT ("**New Provider**") of all assistance, training, handover facilitation and documentation reasonably required to ensure the smooth transfer of the provision of the relevant Goods and/or Services to New Provider so as to minimise any disruption to SMRT Group and to ensure the continuity of SMRT Group's business operations.
- 25.3. During the Term, SMRT may request, and Supplier shall provide a provisional plan for the provision of Wind-Down Assistance in such reasonable detail as SMRT requires for the migration of the provision of Goods and/or Services to a New Provider.

26. Confidentiality

- 26.1. Each party (a "**Recipient**") undertakes to the other party (a "**Disclosing Party**") to treat as confidential all information in any medium or format, which the Recipient receives from the Disclosing Party, which concerns the business, operations, customers or suppliers of the Disclosing Party and which (a) is marked as confidential, (b) is identified in advance of disclosure by the Disclosing Party as being confidential, or (c) ought reasonably to be understood by the Recipient to be confidential ("**Confidential Information**"). The terms and conditions of this Contract shall constitute Confidential Information of each party.
- 26.2. This clause 26 (**Confidentiality**) shall not apply to any information which: (a) is in or subsequently enters the public domain other than due to a breach of this clause 26 (**Confidentiality**); (b) has been or is subsequently received by the Recipient (or in the case of SMRT, one of its Affiliates) from a third party which is under no confidentiality obligation in respect of that information; (c) has been or is subsequently independently developed by the Recipient without use of the Disclosing Party's Confidential Information; or (d) was previously known to the Recipient free of any confidentiality obligation.
- 26.3. The Recipient may disclose Confidential Information where the Recipient is required to do so by Applicable Laws or by any competent regulatory authority. In these circumstances, the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.
- 26.4. Neither party shall make or authorise any public or private announcement or communication concerning this Contract or refer to or use any business name or trademark of the other party in any promotional communications without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- 26.5. This clause 26 (**Confidentiality**) shall remain in full force and effect for a period of one (1) year after termination or expiry of this Contract.

27. Personal Data

- 27.1. Schedule 6 shall apply in respect of any Personal Data that is disclosed by SMRT to the Supplier ("**SMRT Data**") and received by the Supplier via or from Singapore under this Contract.

28. General

- 28.1. This Contract constitutes the entire agreement of the Parties relating to the subject matter of this Contract and supersedes any previous agreement or understanding between the Parties in relation to such subject matter.
- 28.2. SMRT may, at any time, assign, transfer or sub-license the whole or part of its rights or subcontract any or all of its obligations under this Contract by giving written notice to Supplier. Supplier may not assign, transfer or sub-license the whole or part of its rights nor subcontract any or all of its obligations under this Contract without prior written approval from SMRT. If Supplier is permitted to use any subcontractor(s) in accordance with this clause, Supplier remains responsible for all obligations under this Contract.
- 28.3. Any notice required to be given under this Contract shall be in writing and shall be sent by email, or by post or by hand post or to the other party at its email address and address set out in the Specific Terms and Conditions, or otherwise as notified by that party in writing for such purposes. An email is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 28.4. Supplier is an independent contractor engaged by SMRT. Nothing in this Contract or otherwise shall make Supplier the legal representative or agent of or partner of SMRT or any other SMRT Group company nor shall Supplier have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of SMRT or any other SMRT Group company.
- 28.5. Save as expressly set out in these General Terms and Conditions, no addition to or modification of this Contract will be binding on the Parties unless made in writing.
- 28.6. The rights of each party under this Contract may be exercised as often as necessary, are cumulative and not exclusive of rights or remedies provided by law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right is not a waiver of that right.
- 28.7. A person who is not a party to this Contract has no right to rely upon or enforce any term of this Contract.
- 28.8. If any provision of this Contract is found to be invalid or unenforceable then such invalidity or unenforceability will not affect the other provisions of this Contract, which will remain in full force and effect.
- 28.9. This Contract (and any and all disputes arising out of or in connection with this Contract (including any alleged breach, or challenge to the validity or enforceability, of this Contract or any provision of it)) will be subject to the laws of Singapore. Any and all disputes arising out of or in connection with this Contract will be finally settled by binding arbitration under the Arbitration Rules of the Singapore International Arbitration Centre ("**Rules**") (which Rules are deemed to be incorporated by reference into this Contract) by one arbitrator, appointed in accordance with the Rules. The arbitration will take place in Singapore and the language of the arbitration will be English.
- 28.10. This Contract may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement.



SCHEDULE 1

COMMERCIAL TERMS

A. Goods and/or Services

[Goods:

- Description of Goods: [FULL DESCRIPTION]
- Specification of Goods: [TECHNICAL, DESIGN, PERFORMANCE, BUSINESS OR ANY REGULATORY REQUIREMENTS]
- [Any other KPIs]

[Services:

- Description of Services: [FULL SERVICES SPECIFICATION]
- Key Deliverables: [SPECIFIC DELIVERABLES]
- [Any other KPIs, Service Levels and Service Credits]
- [Key Personnel: []]

B. Price

[Goods:

- Price applicable to Goods: [FULL DESCRIPTION]
- Calculation of amount payable for the Goods: [CALCULATION, INCLUDING ANY PERFORMANCE RELATED PAY]
- Payment due: [DATE]

[Services:

- Price applicable to Services: [FULL DESCRIPTION]
- Calculation of amount payable for the Services: [CALCULATION, INCLUDING ANY PERFORMANCE RELATED PAY / RATE CARD]
- Payment due: [DATE]

C. [Tender Specifications, Response and Clarifications] [N.B. Insert if applicable]

D. [Supplier Tender Submissions] [N.B. Insert if applicable]

SCHEDULE 2

MANDATORY POLICIES

1. **Safety and Security Policy**

- A. **Supplier items.** Supplier shall be solely responsible for providing all required equipment including, where necessary, personal protective equipment in accordance with SMRT standards.
- B. **Working days and hours.** Supplier shall comply with Applicable Laws, including Ministry of Manpower regulations, concerning the working hours of Supplier Personnel and SMRT shall approve the proposed working days and hours in advance of the Start Date.
- C. **Supplier Supervisors.** If required by SMRT, all Supplier Supervisors must successfully complete the SMRT Safety Orientation Course, the costs of which shall be borne solely by Supplier.
- D. **Security.** Supplier shall ensure that Supplier Personnel observe and comply with all SMRT policies, practices and procedures relating to security (including but not limited to cybersecurity).

Suppliers who are required to use, operate and manage Critical Information Infrastructure (as defined in the Cybersecurity Act 2018) under the Contract shall ensure that each of the Supplier's personnel completes an e-learning course on Cybersecurity (or any other courses instructed by SMRT), the costs of which shall be borne solely by the Supplier.

Supplier shall, upon request, provide SMRT with particulars of all Supplier Personnel, including but not limited to name, address, identity card or work permit numbers, citizenship, date of birth and/or education level.

If the Location is deemed by SMRT as restricted or sensitive or if the Term for the performance of the Services exceeds thirty (30) days, Supplier must submit the information required to SMRT for security screening.

Supplier shall ensure that all Supplier Personnel are legally entitled to work in Singapore and shall therefore be solely responsible for arranging, at its sole cost, any appropriate work pass. All passes must be returned to SMRT on the resignation, termination or expiry of the appointment of any Supplier Personnel.

Supplier shall comply with the SMRT security standing order and access control procedures.

Appropriate security passes must be worn by Supplier Personnel at all times.

- E. **Safety.** Supplier shall ensure that Supplier Personnel observe and comply with all SMRT manuals (including but not limited to SMRT Work Safety Manual), policies, practices and procedures relating to safety. This obligation includes taking safety precautions to eliminate or reduce danger to Supplier Personnel, SMRT staff and the general public, whilst minimising obstruction and inconvenience.

SMRT reserves the right to issue a **"Stop Work Order"** should any critical safety lapse or breach be identified. Supplier must then implement appropriate corrective measures and seek SMRT approval before any Supplier Personnel recommences any work. Supplier shall not seek compensation for any increase in the costs of performing the Services following the issuance of any **"Stop Work Order"**.

Supplier shall be fully responsible for their Method Statement (or Safe Work Procedure / Instruction) and Risk Assessment; and ensure their contents comply with the Workplace Safety & Health Act and applicable regulations. SMRT shall not be held liable for any shortcomings in these documents.

- F. **Clearing and cleaning on completion of the Services.** At the end of each day during the Term, Supplier must ensure that Supplier Personnel removes all rubbish and that no materials are left behind which could



violate the regulatory requirements by the National Environment Agency (NEA) or give cause to complaints from members of the public.

- G. **Public safety.** Supplier shall look after the interest of traffic and public safety and safety of Supplier Personnel at all times.
- H. **Non-compliance with Workplace Safety and Health Act and applicable regulations.** If Supplier is found by SMRT to be in breach of any Applicable Laws, SMRT has the right to terminate the Contract, without prejudice to its other rights.
- I. **Qualification of Supplier.** Supplier shall ensure that it is certified to either bizSAFE Level 3 or higher by the Workplace Safety and Health Council, or to equivalent recognized international standards (for example, ISO 45001).

2. Data and Privacy Policy

Updated from time to time and found at <https://www.smrt.com.sg/smrt-data-protection-policy/>

3. Suppliers' Commitment on Sustainability, Transparency, Accountability and Integrity in Business

Supplier shall:

- (a) Affirm its commitment to ethical and sustainable procurement;
- (b) Be on the guard against slavery within the global supply chain;
- (c) Have zero tolerance for corruption and bribery; and
- (d) Ensure that their actions do not harm the environment.



SCHEDULE 3

KEY CONTRACTOR UNDERTAKING

[NOTE: This Schedule is only to be used for SMRT Trains Ltd.]

This UNDERTAKING is dated <xxx>.

We, <insert name and address of Key Contractor> hereby declare to and for the benefit of the Land Transport Authority of Singapore, whose address is at 1 Hampshire Road, Singapore 219428, and its successors in office (“the Authority”), as follows:

1. We understand that by virtue of a licence issued by the Authority to SMRT Trains Ltd (the “Operator”) on 1 October 2016 (the “Licence”), the Operator has been licensed to operate the rapid transit system known as the Licensed Systems.
2. By virtue of a contract entered between the Operator and ourselves dated <XX> (the “Contract”), we have been engaged by the Operator to <insert description of subject matter of relevant contract>.
3. Our attention has been drawn to the fact that under the Licence, the Authority is entitled to require the novation of the Contract to the Authority or a replacement operator licensed by the Authority upon cancellation or expiry of the Licence.
4. We confirm that we are agreeable to novate the Contract to the Authority or such replacement operator in accordance with Section 3 above, and that the provision set out in the Appendix hereto has been duly and properly incorporated into the Contract.
5. We undertake to co-operate fully with the Authority or the replacement operator to achieve a smooth transition in the event of such novation.

IN WITNESS WHEREOF, this undertaking has been executed for and on behalf of the company named below by its duly authorised representative:

Signed for and on behalf of
(the Key Contractor>

By

Name:
Title:

In the presence of

Name:
Title:

(The signatory should be the Chief Executive Officer, Managing Director or equivalent in the Key Contractor)

Appendix to Key Contractor Undertaking

<THE KEY CONTRACTOR> acknowledges and agrees that this Contract may be novated to such person or entity as SMRT Trains Ltd shall direct (the "**Replacement Operator**"). <The Key Contractor> shall, in the event of such novation:

- (a) Undertake to perform any and all of its obligations under this Contract and to be bound by the terms and conditions of this Contract in every way as if the Replacement Operator were and had been from the inception, a party to this Contract in lieu of SMRT Trains Ltd; and
- (b) Release and discharge SMRT Trains Ltd from any and all obligations and liabilities owed by the <Key Contractor> under this Contract, and shall accept the liability of the Replacement Operator in lieu of the liability of SMRT Trains Ltd.



SCHEDULE 4

INSURANCE SPECIFICATION

1. Work Injury Compensation Insurance

The Work Injury Compensation Insurance to be effected by Supplier shall:

- (a) extend cover for SMRT in its capacity as “Principal” in so far as is permitted under WICA 2019;
- (b) be in force and renewed annually throughout the Term of Contract;
- (c) provide compensation at common law in Singapore subject to a maximum amount in respect of any one occurrence of S\$10 million;
- (d) cover all employees which shall include all Supplier Personnel appointed to provide the Services.

NOTE 1: THIS IS APPLICABLE IF THERE IS A:
 • SUPPLY OF SERVICES
 • SUPPLY OF GOODS AND SERVICES, IE “CONTRACT WORKS”

2. Construction All Risk Insurance

The following are to be noted:

- (a) cover shall be arranged in the joint names of SMRT, Supplier and all sub-contractors of any tier for their respective rights and interests;
- (b) insurance shall be provided for Services of not less than Contract Price, Removal of Debris and professional fees and to include Free Issued Materials supplied by SMRT and/or Principal’s property being worked upon;
- (c) cover will apply on site and elsewhere in Singapore if materials are in transit by road, rail or inland waterway or held in storage and not otherwise insured;
- (d) coverage shall be arranged for all loss or damage arising as a result of the provision of the Services and all unfixed materials and goods delivered by Supplier or incorporated into the Services on an “All Risks” basis subject to standard policy exclusions;
- (e) cover shall be in force throughout the provision of the Services;
- (f) Indemnity for Liability Section shall take reference to following figures:

Price of Value / Contract Value	Limit of Liability
up to S\$1 million	At least S\$1 million for any one occurrence
S\$1 million – S\$50 million	At least S\$3-5 million for any one occurrence
more than S\$50 million	At least S\$10 million for any one occurrence

- (g) Property Section to include Contractor’s own equipment on terms similar to “4. Equipment Insurance” below.

NOTE 2: THIS IS APPLICABLE IF THERE IS A:
 • SUPPLY OF GOODS AND SERVICES, IE “CONTRACT WORKS”



3. Third Party Liability Insurance

The following are to be noted:

- (a) cover shall be arranged with the inclusion of SMRT, as the Additional Insured;
- (b) include Cross Liability and Waiver of Subrogation;
- (c) cover shall be effected for the limit as per following and unlimited during the period of contract;

Price of Value / Contract Value	Limit of Liability
up to S\$1 million	At least S\$1 million for any one occurrence
S\$1 million - S\$50 million	At least S\$3-5 million for any one occurrence
more than S\$50 million	At least S\$10 million for any one occurrence

- (d) coverage in the policy indemnify:
 - (i) loss or damage to third party property damage arising from the execution of the Works arising out of or in the course of carrying out this Contract;
 - (ii) for death, bodily or person injury suffered by third parties which shall be unlimited; and
 - (iii) to include Property in Care, Custody & Control, Medical Expenses up to S\$5,000 each and every claim and Sudden & Accidental Pollution; and
- (e) cover shall be in force annually throughout the Term of the Contract.

NOTE 3: THIS IS APPLICABLE IF THERE IS A:

- SUPPLY OF SERVICES
- SUPPLY OF GOODS AND SERVICES, IE "CONTRACT WORKS"

4. Equipment Insurance

The Equipment Insurance to be effected on the usual All Risks form of coverage by Supplier shall:

- (a) be maintained throughout the period of use by Supplier of such equipment;
- (b) apply to all equipment to be utilised by Supplier in the provision of the Services, including unlicensed vehicles, tools, tackle and spares as well as temporary structures, including the contents thereof, such as site huts, offices, camps, stores, workshops and other temporary buildings;
- (c) provide indemnity based on full replacement value; and
- (d) cover equipment which belongs to, or is supplied to Supplier or for which it is responsible or for which it holds itself responsible and which is for use or intended for use in connection with this Contract.

NOTE 4: THIS IS APPLICABLE IF THERE IS A:

- SUPPLY OF SERVICES
- SUPPLY OF GOODS AND SERVICES, IE "CONTRACT WORKS"

5. Motor Vehicle Liability Insurance

The Motor Vehicle Liability Insurance to be effected by the Supplier shall:



- (a) be arranged so that cover is provided for all mechanically propelled vehicles including any item of construction equipment which is licensed for road use;
- (b) respond to third party liability risks including:
 - (i) death or injury to any person (including passengers) with the limit of indemnity to be unlimited in amount in respect of any one occurrence; and
 - (ii) loss or damage to property with the limit of indemnity at least minimum S\$ 500,000 to apply to any one occurrence;

NOTE 5: THIS IS APPLICABLE IF THERE IS A:

- SUPPLY OF GOODS
- SUPPLY OF SERVICES
- SUPPLY OF GOODS AND SERVICES, IE "CONTRACT WORKS"

6. Professional Liability Insurance

The Professional Liability Insurance to be effected by Supplier shall:

- (a) name Supplier Personnel and/or all design consultants as insured(s) under the policy;
- (b) indemnify the insured in respect of their legal liability for claims made against them during the period of insurance for any negligent act, error or omission in the conduct and execution of their professional activities and duties;
- (c) be effected and maintained on an annually renewable basis or on a project specific basis for the period commencing no later than the Start Date until 6 years from the End Date;
- (d) provide a limit of indemnity of not less than the following Limit of Indemnity in respect of any one claim and in the aggregate during the period of Insurance;

Price of Value / Contract Value	Minimum Limit of Indemnity
up to S\$1 million	At least S\$1 million for any one occurrence
S\$1 million - S\$50 million	At least S\$3-5 million for any one occurrence
more than S\$50 million	At least S\$10 million for any one occurrence

- (e) be allowed a deductible of not exceeding 20% of policy limit in respect of each and every claim or such higher amount as may be agreed; and
- (f) extend to cover a territorial limit of worldwide excluding USA, Canada and Australia.

NOTE 6: THIS IS APPLICABLE IF THERE IS A:

- SUPPLY OF SERVICES (IN PARTICULAR OF A PROFESSIONAL AND/OR TECHNICAL NATURE)
- SUPPLY OF GOODS AND SERVICES, IE "CONTRACT WORKS"

7. Cyber Security Insurance

The Cyber Security Insurance to be effected by Supplier shall consist of SGD 1M cover, NOT have any ransomware exclusion and shall:

- (a) respond to third party liability risks for claims resulting from Network Security breach of Supplier's computer systems
- (b) provide Supplier with a Breach Response cover to reimburse Supplier for response actions taken in the event of cyber incident occurring at Supplier's end



- (c) provide Supplier with a Cyber Extortion cover to reimburse Supplier for payment made to any third party wrongful actor so as to enable Supplier to regain access of its computer systems (and data)

• *NOTE 7: THIS IS APPLICABLE IF THERE IS A:*
• *SUPPLY OF SERVICES (IN PARTICULAR OF A PROFESSIONAL/TECHNICAL NATURE)*

8. Supplier's Insurance General Provisions

- (a) Each Insurance policy required herein shall contain a provision that the cover afforded under the policy will not be cancelled or decreased unless SMRT has been given at least 60 calendar days prior written notice from Insurers by registered mail and any insurance certificates shall state the same.
- (b) SMRT will require evidence from Supplier that he has made adequate insurance arrangements at its costs in accordance with this Contract and this Insurance Specification. Supplier shall upon request furnish SMRT with certified true copies in English if any policy including alterations, endorsements and all premium billings including renewals, or at SMRT's sole discretion detailed certificates of insurance signed by an authorised insurers' representative, giving evidence of the existence of such insurance.
- (c) The above-mentioned insurance (except Professional Indemnity Insurance and Cyber Security Insurance) shall name SMRT as an Additional Insured with respect to claims arising out of the operations of Supplier under this Contract.
- (d) The above-mentioned insurance shall include a waiver of subrogation rights against SMRT.

NOTE 8: THIS IS APPLICABLE IF THERE IS A:
• *SUPPLY OF GOODS*
• *SUPPLY OF SERVICES*
• *SUPPLY OF GOODS AND SERVICES, IE "CONTRACT WORKS"*



SCHEDULE 5

SECURITY DEPOSIT (SPECIMEN FORM)

THIS DEED is made the _____ day of _____ 20 _____ between _____
(Name of Bank) of _____ (Address) (hereinafter referred to as the "Bank")
of the one part and _____ of _____
(Address) (hereinafter referred to as "SMRT") of the second part.

WHEREAS:

- (1) _____ (Name of Supplier) of _____ (Address) (hereinafter referred to as the "Supplier") has entered into a Contract with SMRT under Contract No _____ for the _____ (Description of works) for the total contract price of Singapore Dollars _____ (S\$ _____) (hereinafter referred to as the "Contract").
- (2) The Supplier is required by the Contract to provide SMRT a Security Deposit in a sum of _____ duly executed by a bank or insurance company approved in writing by SMRT, which Security Deposit shall be held by SMRT as security for and until the performance and completion by the Supplier of its obligations under the Contract.
- (3) The Bank* has agreed to enter into this Deed to satisfy the Supplier's obligations as required by the Contract.

NOW THIS DEED WITNESSETH as follows:

- 1. The Bank* hereby unconditionally undertakes and covenants to pay on demand any sum or sums which may from time to time be demanded in writing by SMRT up to a maximum aggregate sum of Singapore dollars _____ (S\$ _____) (the "Guaranteed Sum") to be held by SMRT as security for and until the performance and completion by the Supplier of its obligations under the Contract in all respects.
- 2. Payment of the aforesaid sum or any part thereof shall be made forthwith by the Bank* upon receipt of a written demand made by SMRT stating that the Supplier is in breach of the Contract, and such statement shall be deemed final and conclusive without further investigation on the Bank's party including as to the authenticity or authority of the signatory to such statement of demand.
- 3. The liability of the Bank* under this Deed shall not be discharged or impaired by reason of any modification(s) or variation(s) (with or without the knowledge or consent of the Bank*) in any of the stipulations or provisions of the Contract or the works, acts or things to be executed performed or done under the Contract or by reason of any breach or breaches of the Contract by the Supplier or by reason of any forbearance whether as to time, payment, performance or any other matter accorded by SMRT to the Supplier.
- 4. The Bank's liability under this Deed shall be effective from _____ until _____ (hereinafter called the "Expiry Date").
- 5. The Deed is conditional upon a claim being made by SMRT by notice in writing to us and a claim hereunder must be made prior to the Expiry Date. For the avoidance of doubt, this Deed shall automatically become null and void upon the Expiry Date, notwithstanding that the original Deed has not been returned to the Bank for cancellation. Any claim made shall be payable immediately.
- 6. SMRT may make more than one claim on this Deed so long as the claims are made prior to the Expiry Date and the total claims do not exceed Guaranteed Sum.

SUPPLY CONTRACT



- 7. The Bank shall deal with this instrument in accordance with any applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions law or regulations.
- 8. This Deed shall be governed by and construed in accordance with the Laws of the Republic of Singapore.

IN WITNESS WHEREOF the abovenamed _____ has affixed its Common Seal hereto on the date and year abovementioned.

THE COMMON SEAL OF (Name of Bank*))
)
)
)
 was affixed hereunto in the)
)
)
)
 presence of:)

SCHEDULE 6

TRANSFER OF SMRT DATA

1. The Supplier acknowledges and agrees that in relation to any SMRT Data received via or from Singapore, such SMRT Data may only be transferred to, and collected, used and disclosed by the Supplier within the territories identified below ("**Territory**"):

[INSERT COUNTRIES]

2. The Supplier shall provide a standard of protection in relation to such SMRT Data that is comparable to the protection applicable thereto under the PDPA and any requirements set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission of Singapore, including without limitation:

- 2.1. **Purpose:** The Supplier shall not use or disclose SMRT Data for any purpose other than as specified in this Contract.

- 2.2. **Use and disclosure:** The Supplier shall only use and disclose SMRT Data in a manner and to the extent permitted in this Contract and observe all limitations as to such use or disclosure as SMRT may notify the Supplier from time to time.

- 2.3. **Accuracy:** The Supplier shall make a reasonable effort to ensure that SMRT Data is accurate and complete, if SMRT Data is likely to be (i) used by the Supplier to make a decision that affects the Individual to whom SMRT Data relates; or (ii) (if permitted under this Contract) disclosed by the Supplier to another organisation.

- 2.4. **Protection:** The Supplier shall protect SMRT Data in its possession or under its control by making reasonable security arrangements to prevent (i) unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks; and (ii) the loss of any storage medium or device on which SMRT Data is stored.

- 2.5. **Retention:** The Supplier shall cease to retain its documents containing SMRT Data or remove the means by which SMRT Data can be associated with particular Individuals, as soon as it is reasonable to assume that (i) the specified purposes are no longer being served by retention of SMRT Data; and (ii) retention is no longer necessary for legal or business purposes.

- 2.6. **Access:** The Supplier shall ensure that upon request by an individual, the Supplier shall, as soon as reasonably possible, provide the individual with (i) the personal data about the individual that is in the possession or under the control of the Supplier; and (ii) information about the ways in which that personal data has been or may have been used or disclosed by the Supplier within a year before the date of the individual's request. Where the Supplier refuses such a request, the Supplier shall preserve a complete and accurate copy of the Personal Data concerned for the period required under the PDPA.

- 2.7. **Correction:** Unless the Supplier is satisfied on reasonable grounds that a correction should not be made, the Supplier shall, upon receiving a request from an individual to correct an error or omission in the personal data about the individual that is in the possession or under the control of the Supplier, (i) correct the personal data as soon as practicable; and (ii) send the corrected personal data to every other organisation to which the personal data was disclosed by the Supplier within a year before the date the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose.

- 2.8. **Policies/Accountability:** The Supplier shall ensure that its employees, agents and sub-contractors who may receive or have access to any SMRT Data are aware of the obligations specified in this Schedule 6, any policies prescribed by SMRT in relation to SMRT Data and the SMRT's privacy policies and agree to abide by the same.

3. The Supplier hereby agrees and undertakes that:

- 3.1. notwithstanding anything else in this Contract, in respect of all SMRT Data, the Supplier shall keep all SMRT

Data confidential, and not make further disclosures of SMRT Data (whether to an entity of the SMRT or otherwise) except (i) in accordance with this Contract; or (ii) in accordance with a valid court order, to the extent legally required in response to a request from a law enforcement agency or in order to comply with applicable laws, in which case the Supplier shall immediately notify SMRT when it becomes aware that a disclosure of SMRT Data may be required in order to comply with applicable law;

- 3.2. the Supplier shall comply with all laws and regulations, as may be applicable to the SMRT Data and any requirements arising under any such relevant laws as SMRT may be required to comply with, or may become obliged under any such law to require the Supplier's compliance with, as SMRT may from time to time notify the Supplier in writing;
 - 3.3. the Supplier shall, in respect of any SMRT Data collected, used, disclosed, accessed and/or processed by the Supplier in connection with this Contract, comply with any requests, directions or guidelines which SMRT may provide to the Supplier from time to time, including but not limited to SMRT's Privacy Statement, which is accessible at <https://www.smrt.com.sg/smrt-data-protection-policy/> and which may be updated from time to time;
 - 3.4. the Supplier shall provide SMRT with such assistance as they may reasonably require in meeting their own obligations under the PDPA;
 - 3.5. in respect of all IT, software and hardware systems owned, leased, licensed, used and/or provided by the Supplier in connection with this Contract, the Supplier shall comply with any and all security requirements, directives, guidelines and/or standards that may be prescribed by SMRT in its sole and absolute discretion from time to time; and
 - 3.6. the security and confidentiality obligations in this Contract and/or this Schedule 6 shall apply for so long as the Supplier retains any SMRT Data, and notwithstanding any termination of this Contract.
4. The Supplier agrees and undertakes to SMRT that, to the maximum extent not prohibited by applicable law, the Supplier shall at its own expense immediately notify SMRT (and in any event no later than 24 hours following the occurrence of any of the following events) of:
- 4.1. any complaint by, or request received from: (i) any Individual in relation to his/her Personal Data; or (ii) any relevant authority (including without limitation any authority or agency which has jurisdiction over SMRT) ("**Relevant Authority**") in relation to Personal Data, including without limitation any access, correction, data portability or similar requests;
 - 4.2. any notification and/or commencement of any investigation by any Relevant Authority in relation to any Data Incident. "**Data Incident**" means any incident or circumstances which may, has/have resulted in, and/or which may reasonably give rise to any suspicion, in respect of Personal Data in each case whether transmitted, collected, used, disclosed, stored and/or otherwise processed, of: (i) destruction; (ii) loss; (iii) alteration; (iv) unauthorised collection, use, disclosure, access, processing, copying, modification or disposal; and/or (v) the loss of any storage medium or device on which such Personal Data is stored;
 - 4.3. any circumstances which may suggest or indicate the occurrence of any Data Incident, including without limitation any Data Incident which is: (i) likely to result in significant harm or impact to individuals to whom the information relates; (ii) of a significant scale; and/or (iii) involving Personal Data of 500 or more individuals;
 - 4.4. any claim (including without limitation any action, application, demand, proceeding, threat or any other analogous claims) (each a "**Claim**"), allegation, undertaking process, expedited decision, or litigation in connection with any Data Incident; and/or
 - 4.5. the Supplier becoming aware of, learns of or suspects: (i) any collection, use or disclosure of any Personal Data collected in connection with this Contract otherwise than as permitted under this Contract or any misuse of any such Personal Data; (ii) any security breach in connection with this Contract that could compromise the security or integrity of such Personal Data or otherwise adversely affect SMRT or expose it to any Claim; and/or (iii) any Personal Data collected in connection with this Contract may have been or is at risk of having been disclosed to or obtained by any unauthorised person.

5. For the purposes of this Schedule 6, a Data Incident shall be deemed to result in significant harm to an Individual if the Data Incident relates to any Personal Data or classes of Personal Data relating to any Individual so specified in the [Personal Data Protection \(Notification of Data Breaches\) Regulations 2021](#) of Singapore
6. In the event that the Supplier notifies SMRT of any event referred to in Clauses 4.1 – 4.5 above (each a "**Relevant Event**"), the Supplier shall in each case:
 - 6.1. provide SMRT all information and assistance: (i) as SMRT may request in relation thereto, including without limitation for SMRT to verify the nature and veracity of the Relevant Event; (ii) as may be required under applicable law (e.g. PDPA); and (iii) in relation as the case may be to the investigation and remedy of any breach of security and any Claim or litigation with respect to this unauthorised access, use or disclosure of Personal Data;
 - 6.2. comply with SMRT's directions and all reporting and notification requirements under applicable law in connection therewith;
 - 6.3. adhere to and implement the steps set out in any incident response plan as may be amended or otherwise prescribed by SMRT from time to time;
 - 6.4. not, without SMRT's prior written consent, make any report(s) to any Relevant Authority in connection with the Relevant Event (unless required under applicable law in which case the Supplier shall notify SMRT without undue delay of any such requirement). Without prejudice to the generality of the foregoing, the Supplier shall provide to SMRT a copy of any report(s) submitted to the Relevant Authority by the Supplier; and
 - 6.5. upon notice by SMRT, provide SMRT and SMRT's employees, representatives, agents and officers unrestricted access to audit, inspect and obtain information relating to the Supplier's: (i) systems (including without limitation information systems and/or security management systems) and/or data; and (ii) books, records and documentation (including without limitation information stored in computerised form), to the extent such systems, books, records, and/or documentation (as the case may be) relate to the Relevant Event, and permit SMRT and SMRT's employees, representatives, agents and officers to make copies thereof. The Supplier shall provide full cooperation and reasonable assistance to SMRT for the completion of any such access, audit and/or inspection.
7. The Supplier may only export SMRT Data outside the Territory upon the written consent of SMRT and not otherwise. Where SMRT has provided such written consent, then unless otherwise agreed in writing, and without prejudice to the generality of the foregoing obligations, the Supplier shall ensure and procure that the overseas recipient of such SMRT Data shall provide a standard of protection in relation to SMRT Data that is comparable to the protection applicable thereto under the PDPA and any requirements set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission, including, without limitation, the obligations set out in this Schedule 6.
8. The Supplier shall fully defend, indemnify and hold harmless SMRT and its related corporations or associated companies as well as their respective employees, representatives, agents and officers (collectively, '**Indemnitees**') from and against any claim, action, demand or complaint, as well as all liabilities, judgments, penalties, compounds, losses, costs, damages and expenses which Indemnitees may suffer in connection with any breach of this Schedule 6, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of the Supplier, its employees, representatives or agents or otherwise howsoever. This Schedule 6 shall survive the termination or expiry of this Contract, howsoever caused.
9. For the purposes of this Schedule 6, any capitalised terms used in this Schedule 6 which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.