

SUPPLY CONTRACT

GENERAL TERMS AND CONDITIONS

1. GOODS AND/OR SERVICES

If Supplier is only supplying Services, the terms of this Contract applicable to Goods do not apply. If Supplier is only supplying Goods, the terms of this Contract applicable to Services do not apply.

2. DEFINITIONS AND INTERPRETATION

2.1. Terms not defined in these General Terms and Conditions have the meanings set out in the Order and/or the Specific Terms and Conditions. In addition:

"Applicable Laws": 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;

"Authorisations": all the licences, permissions, authorisations, consents and permits that the Supplier needs to comply with to carry out its obligations under this Contract;

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

"Deliverables": 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": the schedule for delivery of the Goods and/or Services, as set out in the Order and/or the Specific Terms and Conditions and/or Schedule 1;

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

"Insolvent": 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;;

"Intellectual Property Rights": 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;

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

"Mandatory Policies": 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;

"Order": the purchase order(s) for Goods and/or Services issued by SMRT to the Supplier;

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

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

"Start Date": the date on which this Contract commences, as specified in the Order and/or the Specific Terms and Conditions; and

"Term": the term of the Contract, as specified in the Order and/or the Specific Terms and Conditions.

2.2. In this Contract, (a) a reference to a statute or statutory provision is a reference to such statute or provision or subordinate legislation as amended or re-enacted; (b) the use of "including", "include", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and (c) a reference to writing or written excludes emails unless otherwise specified.

2.3. If there is any conflict or inconsistency between the relevant parts of this Contract, the order of precedence shall be (unless expressly stated otherwise) as follows: first, the Order; then the Specific Terms and Conditions, then the Schedules, Annexes and Appendices (excluding the Supplier terms and conditions (if any)); then the General Terms and Conditions; the Mandatory Policies; and then the Supplier terms and conditions (if any).

3. SUPPLY OF GOODS

3.1. Supplier warrants, represents and undertakes that it shall ensure that the Goods: (a) correspond with their description and any applicable specifications; (b) 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; (c) comply with all Applicable Laws; and (d) are fit for any purpose held out by Supplier or made known to Supplier by SMRT prior to delivery.

3.2. Supplier warrants, represents and undertakes that at all times, it has and maintains the Authorisations and complies with Applicable Laws and the Mandatory Policies.

3.3. Supplier shall deliver the Goods: (a) according to the Delivery Schedule; (b) at the relevant Location; and (c) during SMRT's normal business hours, or as otherwise instructed by SMRT in writing. Supplier shall ensure that the Goods are properly packed and secured so as to enable them to reach their

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destination in good condition. Delivery is complete upon completion of unloading at the relevant Location.

- 3.4. SMRT has the right to inspect, test and approve or reject the Goods at any time (prior to, on or after delivery). Title and risk in the Goods shall pass to SMRT on completion of delivery. If SMRT considers that the Goods do not comply or are unlikely to comply with the requirements of this Contract, SMRT shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. SMRT shall have the right to conduct further inspections and tests after Supplier has carried out its remedial actions.
- 3.5. Notwithstanding SMRT's payment for the Goods, such payment shall not constitute evidence of SMRT's acceptance of the Goods and Supplier shall not be relieved from its responsibility to replace any defective or damaged Goods in accordance with clause 7.

4. SUPPLY OF SERVICES

- 4.1. Supplier warrants, represents and undertakes that it shall supply the Services from the Start Date for the Term: (a) with reasonable skill and care; and (b) in accordance with: (i) the Mandatory Policies; (ii) good industry practice; (iii) SMRT's instructions from time to time; (iv) Applicable Laws; and (v) the Delivery Schedule.
- 4.2. Supplier warrants, represents and undertakes that it shall ensure that at all times it has and maintains the Authorisations that it needs to carry out its obligations under this Contract.
- 4.3. SMRT has the right to inspect, test and approve or reject the Deliverables at any time (prior to, on or after delivery). Title and risk in the Deliverables shall pass to SMRT on completion of delivery. If SMRT considers that the Deliverables do not comply or are unlikely to comply with the requirements of this Contract, SMRT shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance. SMRT shall have the right to conduct further inspections and tests after Supplier has carried out its remedial actions
- 4.4. Notwithstanding SMRT's payment for the Deliverables, such payment shall not constitute evidence of SMRT's acceptance of the Deliverables and Supplier shall not be relieved from its responsibility to replace any defective or damaged Deliverables in accordance with clause 7.

5. STATUS OF PERSONNEL

Supplier warrants, represents and undertakes that it shall ensure that all of its personnel (including its subcontractors) are legally entitled to work in Singapore according to Applicable Laws. Supplier is solely responsible for its personnel, who will at all times remain employees of Supplier.

6. VARIATIONS+

SMRT may amend or cancel all or part of any order for Goods and/or Services by giving Supplier prior notice. Subject to receipt by SMRT of reasonable evidence, SMRT shall pay Supplier fair and reasonable compensation for any work already completed on the Goods and/or Services in accordance with this Contract (including any out-of-pocket expenses incurred or committed by Supplier at the time of termination). Such compensation shall exclude loss of anticipated profits or any consequential loss. The total amount payable shall under no circumstances exceed the pro-rata Price calculated in relation to the actual Goods and/or Services delivered in accordance with this Contract, prior to the receipt by Supplier of written notice of amendment or cancellation.

7. SMRT REMEDIES

- 7.1. If SMRT reasonably determines that there has been a failure by Supplier to supply the Goods and/or Services in accordance with this Contract (including any non-compliance with the Supplier's undertakings set out in clauses 3 and/or 4) then,

whether or not it has accepted the Goods and/or Deliverables, SMRT may exercise any one or more of the following remedies at its sole discretion:

- 7.1.1. to terminate this Contract with immediate effect without compensation to the Supplier;
- 7.1.2. to accept or reject the applicable Goods and/or Deliverables (in whole or in part) and, where relevant, return the applicable Goods and/or Deliverables to Supplier at Supplier's own risk and expense;
- 7.1.3. to require Supplier to replace the rejected Goods and/or Deliverables and/or re-perform the relevant Services;
- 7.1.4. to refuse to accept any subsequent delivery of the Goods and/or Services and/or Deliverables which Supplier attempts to make;
- 7.1.5. to recover from Supplier any costs incurred by SMRT in obtaining substitute Goods and/or Deliverables and/or Services from a third party; and
- 7.1.6. to claim, where applicable, liquidated damages as set out in the Specific Terms and Conditions, or damages for any other costs, loss or expenses incurred by SMRT which are in any way attributable to Supplier's failure to carry out its obligations in accordance with this Contract.
- 7.2. SMRT's rights and remedies under this Contract are in addition to its rights and remedies implied by law.

8. PRICE AND PAYMENT

- 8.1. Subject to the receipt by SMRT of a valid invoice, SMRT shall pay any undisputed portion of the applicable Price for Goods and/or Services delivered in accordance with this Contract.
- 8.2. No extra charges shall be payable unless agreed in writing and signed by an authorised representative of SMRT. For the avoidance of doubt, the Price is inclusive of all costs and expenses of Supplier.
- 8.3. SMRT shall make payment less amounts it is required to withhold pursuant to Applicable Laws in relation to taxation.
- 8.4. SMRT may at any time, without limiting any of its other rights or remedies, set off any liability of Supplier to SMRT against any liability of SMRT to Supplier.
- 8.5. Any forecasts provided by SMRT are indicative and are non-binding unless expressly stated in writing to be binding.

9. INDEMNITY

- 9.1. Supplier shall indemnify and hold harmless SMRT, SMRT's affiliates, and their respective officers, directors, employees, subcontractors, customers, agents, successors and assigns ("**SMRT Indemnified Parties**") from and against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) suffered or incurred by an SMRT Indemnified Party as a result of or in connection with any claim made against an SMRT Indemnified Party:
- 9.1.1. for Supplier's breach of any warranties, representations or undertakings under this Contract;
- 9.1.2. for Supplier's breach of any confidentiality and/or personal data obligations under this Contract;
- 9.1.3. 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;
- 9.1.4. for death, personal injury or damage to property arising out of or in connection with defects in Goods and/or Services; and
- 9.1.5. arising out of or in connection with the supply of the Goods and/or Services, to the extent that such claim arises out of the material breach or delay, gross negligence, wilful misconduct, or fraud in performance of this Contract by Supplier, its employees, agents and/or contractors.

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10. LIMITATION OF LIABILITY

- 10.1. To the extent permitted by Applicable Laws, SMRT shall not be liable to Supplier for any: (a) special, indirect, incidental or consequential loss or damage of any nature whatsoever; or (b) loss of profits, loss of business, loss of contracts, loss of revenue, loss of anticipated savings or loss of goodwill, in connection with this Contract, whether in contract, tort, breach of statutory duty or otherwise.
- 10.2. To the 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.
- 10.3. Supplier shall hold insurance cover to an appropriate value to cover the liability assumed by it under this Contract. On request, Supplier will promptly provide SMRT with evidence of such insurances.

11. INTELLECTUAL PROPERTY

- 11.1. 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 11.2) licensed under this Contract.
- 11.2. To the extent that any of the Goods and/or any of the Deliverables incorporate or embody Background IPR, Supplier hereby grants to SMRT a perpetual, irrevocable, royalty-free, non-transferable (save as permitted by this Contract), non-exclusive licence to use the Background IPR to facilitate and/or enable the use by SMRT of the Goods and/or the Deliverables.
- 11.3. Subject to clause 11.1, all Intellectual Property Rights in and to the Goods and 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. 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/or Deliverables (as applicable).

12. TERM AND TERMINATION

- 12.1. This Contract starts on the Start Date and shall expire at the end of the Term, subject to earlier termination in accordance with this Contract.
- 12.2. Without limiting its other rights or remedies, either party (the "**Non-Defaulting Party**") may terminate this Contract with immediate effect by giving written notice to the other party (the "**Defaulting Party**") if: (a) the Defaulting Party commits a material breach of this Contract and (if such a breach is remediable) fails to remedy it within thirty (30) days of receiving notice from the Non-Defaulting Party; or (b) if the Defaulting Party is Insolvent; or (c) if the Defaulting Party or any person employed by it is deemed by the Non-Defaulting Party to be guilty of an offence under the Prevention of Corruption Act 1960.
- 12.3. SMRT shall be entitled to terminate this Contract in its entirety for convenience without any liability by providing not less than thirty (30) days' prior written notice to Supplier.
- 12.4. Termination of this Contract, in whole or in part, shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of

any breach of this Contract which existed at or before the date of termination. Clauses 1, 2, 7, 9, 10, 11, 12.4, 13 and 14 and any other clauses of this Contract that expressly or by implication are intended to come into or continue in force on or after termination shall remain in full force and effect.

13. INSPECTION & AUDIT

Supplier shall:

- 13.1. 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 and accurate;
- 13.2. retain and properly store the Records during the Term and for at least five years after termination or expiry; and
- 13.3. 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.

14. GENERAL

- 14.1. Save for disclosure to (a) employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Contract, or (b) a court of competent jurisdiction or any governmental or regulatory authority (as may be required by law), each Party undertakes that it shall retain in confidence and not use or disclose any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party without the prior written consent of the other Party.
- 14.2. For any personal data (as defined in the Personal Data Protection Act 2012) processed by Supplier in connection with this Contract, Supplier agrees to process such personal data strictly in accordance with SMRT's instructions, to keep such data secure and not to transfer it to any third party nor transfer it outside of Singapore without SMRT's prior written consent.
- 14.3. Regarding the supply of the Goods and/or Services, this Contract constitutes the entire agreement of the Parties and supersedes all prior agreements, understandings and negotiations.
- 14.4. No modification of the terms of this Contract is valid unless in writing and signed by both Parties.
- 14.5. SMRT may, at any time, assign, transfer or sub-license the whole or any part of its rights under this Contract by giving written notice to the Supplier. Supplier may not assign, transfer or sub-license the whole or any part of its rights nor subcontract any or all of its obligations under this Contract without prior written approval from SMRT, such approval shall not be unreasonably withheld.
- 14.6. Notices shall be in writing and shall be delivered by hand or by post to the address in this Contract.
- 14.7. This Contract (and any and all disputes in connection with this Contract) shall be governed by and interpreted in accordance with the laws of Singapore. Any and all disputes arising out of or in connection with this Contract will be finally settled by the Singapore courts.

SCHEDULE 1

A. Goods and/or Services

[Goods:

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- 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]

B. Price

[Goods:

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

[Services:

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

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

D. [Supplier Terms & Conditions] [if applicable]

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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.

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- 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 31000).

2. Data and Privacy Policy

Updated from time to time and found at <https://www.smrt.com.sg/About-SMRT/Privacy-Statement>

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.