PART 1 SECTION B

CONDITIONS OF CONTRACT

CONTENTS

CLAUSE NO.

1. INTERPRETATION
2. CLAUSE REFERENCES
3. SERVICES TO BE PROVIDED BY CONTRACTOR
4. TERMS OF PAYMENT
5. CONTRACTOR'S OBLIGATIONS
6. RESPONSIBILITY FOR THE SERVICES

6A. OPTIONAL SERVICES

7. PROJECT MANAGEMENT (WHERE APPLICABLE)
8. CONTRACTOR'S PERSONNEL
9. PANEL OF PARTNERS
10. WORK ENVIRONMENT PREPARATION
11. INFORMATION AND ACCESS
12. OWNERSHIP OF INTELLECTUAL PROPERTY (WHERE APPLICABLE)
13. DOCUMENTATION
14. PATENT, COPYRIGHT AND OTHER INDEMNIFICATION
15. LANGUAGE
16. DAMAGE AND INJURY TO PERSONS AND PROPERTY
17. LIMITATION OF LIABILITY
18. CONFIDENTIALITY AND PERSONAL DATA PROTECTION
19. COMPLIANCE WITH STATUES, REGULATIONS, ETC
20. SUB-CONTRACT, ASSIGNMENT, TRANSFER
21. FORCE MAJEURE
22. PUBLIC RELEASE OF INFORMATION
23. GIFTS, INDUCEMENT AND REWARDS
24. APPLICABLE LAW
25. VARIATION OF CONTRACT
26. WAIVERS
27. TERM AND TERMINATION OF CONTRACT
28. SECURITY
29. DISPUTE RESOLUTION
30. CORRESPONDENCE
31. SUMULATIVE REMEDIES
32. CLAIMS FOR EXTRA WORK
33. FORMATION OF CONTRACT
34. CONTRACTS (RIGHTS OF THIRD PARTIES)
35. OWNERSHIP OF DOCUMENTATION AND DATA
36. DISPOSAL UPON TERMINATION OF CONTRACT/AGREEMENT OR COMPLETION OF SERVICES
37. COEXISTENCE STRATEGY
38. TERMINATION/ EXIT PLAN
39. CONSORTIUM

40. LIQUIDATED DAMAGES
41. SECURITY DEPOSIT (WHERE APPLICABLE)

ANNEXES

ANNEX 1B-1: DECLARATION FOR DESTRUCTION OF CONTRACT DOCUMENTS
ANNEX 1B-2: UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION
ANNEX 1B-3: BANKER'S GUARANTEE

1. INTERPRETATION

1.1. In this Contract (as hereinafter defined), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"Account Manager" means the person designated by the Contractor pursuant to Clause 7.2.

"Background Information" means Technical Information which is pre-existing at the date of the Contract or Technical Information subsequently brought into existence other than as a result of the performance of the Contract.

"Background IP" means Intellectual Property which is created prior to or independently of this Contract.

"Contract" is the agreement between e2i and the Contractor for the provision of Services (including Optional Services, if so exercised) as a result of e2i's issuance of the Letter of Acceptance which terms and conditions are contained in the following:

(a) the Invitation to Tender;
(b) the Contractor's Tender Proposal;
(c) any correspondence or clarification exchanged between e2i and the Contractor prior to the issuance of the Letter of Acceptance and which is agreed by e2i in writing as amplifying or modifying the Invitation to Tender or the Contractor's Tender Proposal including any document setting out all of the agreed changes which e2i may issue at its discretion; and
(d) the Letter of Acceptance.

"Contract Price" means the sum specified in the Contractor's Tender Proposal or where applicable, any subsequent variations to the sum in any clarification exchanged between e2i and the Contractor which is agreed by e2i in writing as modifying the sum specified in the Contractor's Tender Proposal, for the total amount payable to the Contractor for the supply and performance of the Services (including the Optional Services under Annex 1A-3: Price Schedule, if so exercised) under this Contract. Where the sum tendered has been varied after the issuance of the Letter of Acceptance by written and signed agreement of the Parties, it shall refer to such varied sum.

"Contractor" means the successful Tenderer whose Tender Proposal has been accepted by e2i in respect of the Contract for the Services. It includes the Contractor's duly appointed representatives, successors and permitted assignees and (where the context so admits) shall include the Contractor's employees, agents and sub-contractors approved by e2i.

"**Deliverables**" means all items that the Contractor must provide under the Contract, as specified in the Requirement Specifications.

"**Documentation**" means all documents in connection with the Services that the Contractor is to provide.

"e2i" means Employment and Employability Institute Pte Ltd.

"**Effective Date**" means the date as specified in the Letter of Acceptance.

"**Evaluation Criteria**" means the evaluation criteria set out in Part 3 of the Invitation to Tender.

"**Form of Tender**" means the prescribed form of tender as set out in Annex 1A-1 of the Instructions to Tenderers.

"IP" or "Intellectual Property" means intellectual property and shall include all copyright, patents, industrial design, integrated circuit topography, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

"**Implementation Plan**" has the meaning as set out in Clause 7.3.

"Foreground Information" means Technical Information which results from or is otherwise created pursuant to or for the purpose of the performance of the Contract or a sub-contract as the case may be.

"Foreground IP" means Intellectual Property which results from or is generated pursuant to or for the purpose of this Contract.

"Invitation to Tender" means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.

"Instructions to Tenderers" means the instructions to Tenderers as set out in Part 1 Section A of the Invitation to Tender.

"Letter of Acceptance" means the letter issued by e2i accepting the Contractor's Tender Proposal, thereby creating a binding contract between e2i and the Contractor.

"Optional Services" means such other optional services or items requested by e2i

which falls within the scope of Services if so exercised and is set out in the Invitation to Tender, the Tender Proposal and/or any other document as may be mutually agreed in writing between the Parties.

"Party" means either e2i or the Contractor and **"Parties"** means both e2i and the Contractor.

"Representative" means the person appointed by e2i pursuant to Clause 7.1 and any persons appointed by the Representative to assist him/her or perform such duties or functions as may be delegated to him/her by the Representative.

"Requirement Specifications" means:

(a) Pre-qualification Specifications, if any;
(b) the specifications issued by e2i as set out in Part 2 of the Invitation to Tender for the purpose of inviting the Tenderer to submit its Tender for the provision of the Services; and
(c) other amendments or specifications as may be mutually agreed in writing between the Parties.

"**Tender Proposal**" means the tender document/proposal duly completed and submitted by the Contractor to e2i pursuant to the Invitation to Tender, including the Form of Tender and all other forms, schedules/annexes, documents and information submitted by the Contractor.

"Services" means all the Deliverables and services that the Contractor is required to perform under this Contract as being capable of meeting or exceeding the Requirement Specifications, including the Optional Services, if so exercised.

"**Technical Information**" includes inventions, confidential information, know-how, trade secrets and, in particular, all information concerning equipment and software (including firmware) pertaining to design, manufacture, maintenance, installation, operation and use, in whatever form including drawings, charts, manuals, schematic representations, software listings in source and object code.

1.2. Words importing the singular shall also include the plural and vice versa where the content requires.

1.3. The headings in this Contract are for convenience of reference only and shall not be deemed to be part of this Contract or be taken into consideration in the interpretation or construction of this Contract.

1.4. Unless otherwise provided, any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time and be deemed to include any subsidiary legislations made thereunder.

1.5. The Annexes and Schedules mentioned in and attached to this Contract shall form an integral part of this Contract.

2. CLAUSE REFERENCES

2.1. All references herein to clauses, unless otherwise expressly stated, are references to clauses numbered in the Conditions of Contract and not to those in any other document forming part of the Contract. Where a clause number is quoted, then reference is being made to that clause bearing that clause number and to all the subclauses if any, under that same clause number (E.g. a reference to Clause 14 refers to Clause 14.1 to 14.10 inclusive of all their respective subclauses, if any).

2.2. References to provisions in the other documents forming part of this Contract shall be identified by the number of the Paragraph ("Para"), Schedule ("Sch") or Chapter ("Chp"), followed by a description of the document referred to.

2.3. Where the provision number is stated without a description of any document then it refers to the provision so numbered in the document where the reference appears.

3. SERVICES TO BE PROVIDED BY CONTRACTOR

3.1. The Contractor hereby agrees to: -

(a) provide the Services in accordance with the Contract as well as in accordance with best industry and professional standards and practices, and with such degree of care, skill, prudence, foresight and diligence which would ordinarily be expected of a skilled and experienced vendor engaged to provide such Services;

(b) faithfully observe all the terms and conditions of this Contract according to their true intents and purpose.

3.2. For the purposes of this Contract and all Services to be provided under it, the Contractor shall be, and shall be deemed to be, an independent contractor and not agents or employees of e2i.

4. TERMS OF PAYMENT

4.1. In consideration of the provision of the Services, upon the full completion of the relevant Services (or such part thereof) by the Contractor to e2i's satisfaction in accordance with the Contract and subject always to e2i's prior receipt of all relevant supporting documents as may be requested by e2i in connection with such completed Services (or such part thereof), e2i agrees to be issued invoices for Services (or such part thereof) completed and pay the Contractor the relevant fees/costs in accordance with the terms of this Contract. Any payment of deposits towards the Contract Price as well as any

issuance of invoices that deviates from this Clause 4.1, shall be subject to the mutual agreement of both Parties. e2i shall be entitled to withhold payment for any fees payable for Services or such part thereof) which are not performed in full and in accordance with this Contract.

4.2. In the absence of any dispute, e2i shall pay the Contractor the fees within **THIRTY [30] days** from the date of the invoice.

5. CONTRACTOR'S OBLIGATIONS

5.1. The Contractor shall with due care and diligence:

(a) carry out its obligations to e2i under this Contract;

(b) ensure that the Services meet the requirements as set out in the Contract (including the Requirement Specifications); and

(c) do all things which are necessary or reasonably to be inferred from the Contract.

5.2. If the Contractor delays progress on any part of this Contract, for any reason not attributable to e2i, and thereby reduces any scheduled duration of activities to be carried out by e2i under this Contract, e2i shall be entitled to a corresponding time extension for completion of such activities at no additional cost to e2i, and without prejudice to the Contractor's obligation to complete the Contract in accordance with the Implementation Plan.

5.3. In the performance of this Contract, the Contractor shall at its own expense within a reasonable period, ensure a conducive work environment which meets e2i's standard.

5.4 The Contractor undertakes, represents and warrants to e2i as follows:

(a) the Contractor is duly organised, validly existing and in good standing under the laws of jurisdiction of its incorporation or registration (as the case may be);

(b) the Contractor has the full legal right, power and authority and has obtained all necessary insurances, licenses, approvals, authorizations, registrations, permits and consents, and has taken all requisite corporate and other action, required to legally conduct its business, to enter into the Contract, to fully perform the Services, and to comply with all its other obligations and undertakings under the Contract;

(c) there is no litigation, proceeding or documentation of any nature pending, or to the Contractor's knowledge, threatened against or affecting the Contractor, which would reasonably be expected to have a material adverse effect on the Contractor's ability to perform any of the Services;

(d) the Services shall comply in all respects with their descriptions as contained in the Contract and the Requirement Specifications;

(e) the Contractor's assigned personnel, agents and sub-contractors are suitably trained, hold the necessary qualifications and possess the level of skill, care, judgement and physical and mental fitness which are necessary to properly perform the Services;

(f) the Contractor, and its officers, employees, agents and advisers did not, will not and shall not engage in any collusion, anti-competitive conduct, price fixing, cartel behaviour, or withdrawal of Tender Proposal for the sole benefit of another Tenderer, or any other similar conduct with any other Tenderer or any other person and entity in relation to the preparation or submission of their Tender Proposal and that the Tender Proposal has not been prepared with any consultation, communication, contract, arrangement, or understanding with any other competitor regarding:

i. The Contractor's prices in its Tender Proposal;
ii. The intention or decision to submit a tender bid by any of the parties;
iii. The method of factors used to calculate the Contractor's prices in the Tender Proposal;
iv. Fixing of Prices; or
v. Any other terms relating to the Tender Proposal.

(g) the Contractor, and its officers, employees, agents and advisers did not, will not and shall not engage in nor tolerate any form of corruption or bribery. This shall include but is not limited to directly or indirectly giving or accepting any payment or anything that is of value or other form of benefits, to any person in e2i, or has any influence over the decision making within e2i, including but not limited to: e2i's management, e2i's affiliated organisations and e2i's staff and officers for the purpose of improperly influencing their decisions related to this Tender.

The Contractor shall at all times comply with all applicable anti-bribery laws and regulations, including the Prevention of Corruption Act 1960.

6. RESPONSIBILITY FOR THE SERVICES

6.1. The Contractor shall ensure that the Services will provide/meet the functions, services, items and performance standards set out in the Requirement Specifications. If modifications or changes are necessary for the Services to meet the requirements as stated in the Requirement Specifications and the provisions of the Contract, the Contractor shall bear all additional costs involved in modifying or changing the Services to satisfy these requirements. Any changes hereunder must be agreed to by e2i in writing.

6.2. The Contractor shall forthwith inform and provide e2i of any information that would or may potentially affect any of the Services at no additional costs to e2i, including any additional or amended requirements, rules and/or such other relevant information implemented, imposed or disseminated by any relevant vendor/vendor that the Contractor may procure any services from in connection with the Services.

6.3. The Contractor shall be deemed to be fully informed of e2i's requirements by the Requirement Specifications, and it shall be the Contractor's duty to clarify before submission of his Tender any inadequacies or insufficiencies in the Requirement Specifications having regard to the objective of the e2i's purchase of the Services.

6.4. The Contractor shall design, execute and complete the Services and remedy any defects or inadequacies (as the case may be), to the satisfaction of e2i. The Contractor shall provide all supervision, labour, equipment, materials, goods and all other things, whether of a temporary or permanent nature required in and for such design, execution and completion of the Services and remedying of any defects.

The Contractor shall take full responsibility for the adequacy, stability and safety of all operations and methods of construction at all such sites it performs any Services.

6.5. The Contractor acknowledges that it has examined the Invitation to Tender and the Requirement Specifications in particular, in the context of and with reference to e2i's requirements (including all requirements set out in the Invitation to Tender), and has completed all due diligence necessary to assess the scope of work required to be performed under this Contract.

6.6. The Contractor shall be fully responsible for the choice of equipment, materials, goods, workmanship, preparing, developing, any vendor/vendor it procures any services from in connection with the Services, and for coordinating all Services in accordance with the Contract requirements. In the event of the Contractor obtaining or procuring part(s) of the services/goods/items/products from a third party, the Contractor shall remain fully liable for the said part(s)/portion of the Services and the consequences arising from the use of the same.

For the avoidance of doubt, the Contractor shall proceed to procure the specific Services only upon and in accordance with, e2i's confirmation and instructions to procced.

6.7. The Contractor shall at no additional charge, deliver and submit for the acceptance of e2i, all Documentation. All subsequent updates, revised editions, supplementary materials or new publications in connection with the above Documentation shall be supplied at no additional charge to e2i as soon as they are available.

6A. OPTIONAL SERVICES (WHERE APPLICABLE)

6A.1 The Contractor grants to e2i the option to purchase the Optional Services during the term of the Contract.

6A.2 The Option to Purchase shall be exercisable by written and/or signed notice given by e2i to the Contractor. Upon issuance of e2i's said notice, the Contractor shall provide and perform the Optional Services in accordance with the Contract. Payment shall be based on the unit costs / prices set out under the Contractor's submission of Annex 1A-3: Price Schedule.

6A.3 The decision to purchase the Optional Services shall solely lie with e2i. For the avoidance of doubt, e2i is not obliged to purchase the Optional Services at any time.

6A.4 All terms and conditions governing the provisions of the Services under this Contract shall similarly apply to the provision of the Optional Services, mutatis mutandis.

7. PROJECT MANAGEMENT (WHERE APPLICABLE)

7.1. e2i's Representative

7.1.1. e2i shall appoint a person to supervise and liaise with the Contractor for the purpose of the Contract and such person may designate others to assist him/her in such matters.

7.2. Project Organisation

7.2.1. The Contractor shall appoint an Account Manager who shall oversee the requirements gathering and be the Single Point of Contact.

7.2.2. The Contractor shall, as part of the overall detailed implementation plan, submit a detailed Account Servicing Team ("AST") structure and working process, taking into consideration the following:

7.2.3. The AST members who work on the pitch and presented at face-to-face Tender presentation and clarification sessions (if any), **must** eventually work on the e2i's account if the Tenderer has been appointed.

7.2.4. If any proposed team member for this Contract will concurrently be working on another account, this information must be stated clearly in the AST structure. Team members dedicated solely to this contract are preferred.

7.2.5. The AST must comprise the proposed team members as set out in the Requirement Specifications.

7.2.6. The Contractor shall also indicate the total number of assigned members listed according to the individual parts of this Tender.

7.2.7. An organisation chart of the AST, showing names, reporting lines and key responsibilities shall be included as well.

7.2.8. The Account Manager shall be the key contact person regardless of the specifically assigned members to e2i. This person shall work full time on the Contract and remain contactable at all reasonable times.

7.2.9. The Contractor shall be ready to accept e2i's request to provide qualified replacements in the absence of the assigned AST members as submitted for this Contract to ensure the effective delivery of all goods and services according to the Contract.

7.2.10. e2i reserves the right to interview the proposed AST team members.

7.2.11. The Account Manager shall ensure that the deliverables are in accordance with the specifications stated in the Contract and completed on schedule. He or she shall take full responsibility for the quality of work produced by his/her team. If the performance of the Project Manager is below expectations, e2i shall escalate the matter to the Contractor for necessary action.

7.2.12. The Account Manager is required to participate in all the reviews with e2i. Reviews of each milestone shall be incorporated at suitable junctures throughout the Contract.

7.2.13. Minutes of all project meetings shall be recorded by the Account Manager and disseminated to all members of the meeting **within three (3) working days** after the meeting.

7.2.14. The Contractor's key personnel shall be contactable at all reasonable times via mobile phone and be prepared to be activated after office hours to resolve critical problems.

7.3. Implementation Plan (Where applicable)

7.3.1. Within **two (2) calendar weeks** from the issue of the Letter of Acceptance, the Contractor shall produce and maintain a plan (which shall be subject to e2i's written approval) showing the time schedule and sequence of events in connection with the Services ("**Implementation Plan**"). The Implementation Plan shall, unless otherwise approved by e2i in writing, conform with the schedule submitted by the Contractor in the Contractor's Tender and further, that the time schedule and sequence of events set out shall be such that any deadlines/timelines as may be prescribed in this Contract and/or the

Requirement Specifications shall be duly met.

7.3.2. The Implementation Plan shall be updated at intervals of two (2) calendar weeks from the issue of the Letter of Acceptance, to show the expected and actual events and completion dates. The Implementation Plan shall be made available to the Representative for review.

7.4. Monthly Progress Reports

7.4.1. The Contractor shall deliver to the Representative written monthly progress and status reports in a format approved by the Representative. The submission and acceptance of these reports shall not in any way prejudice the rights of e2i to make any claims against the Contractor.

7.4.2. The Contractor shall notify the Representative of any expected delay in the performance of this Contract. The Contractor shall refer immediately to the Representative any matter likely to impede the progress of the Implementation Plan.

7.4.3. The Representative may call progress meetings at regular intervals during which the Project Manager shall attend and report to the Representative on the progress of the Implementation Plan.

8. CONTRACTOR'S PERSONNEL

8.1. The Contractor shall provide all necessary personnel with adequate skills for the performance of the Services in accordance with the Contract and the Requirement Specifications.

8.2. The Contractor shall communicate in writing for the approval of the Representative the names and particulars of his/her employees engaged by the Contractor to carry out any work or perform any services for the purposes of the Contract.

8.3. The Contractor shall provide the name and particulars required under Clause 8.2 in the form required by the Representative.

8.4. If e2i objects by notice in writing to any personnel assigned or designated by the Contractor or by any sub-contractor to carry out any work or perform services for the purposes of the Contract who, in the opinion of e2i, has misconducted himself/herself or is a security risk or is deemed unsuitable in any way, the Contractor shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to e2i. If e2i has other reasons to believe that any personnel employed by the Contractor, or its sub-contractors or agents are unsatisfactory in any way, the Contractor and e2i shall meet immediately to reach a mutually acceptable solution.

8.5. The Contractor undertakes not to change its personnel designated under Clause 8.2 without the Representative's consent, whose consent shall not be unreasonably withheld. The Contractor shall not alter or reduce the quality of its personnel if this may adversely affect the progress or quality of the Services.

8.6. In the event of a need for replacement of key Contractor personnel, the Contractor shall seek approval from e2i in writing at least one (1) calendar month prior to the date of replacement, indicating the personnel who shall be assuming the responsibilities concerned. e2i reserves the right to accept or reject the proposed change in personnel.

8.7. e2i reserves the right to require the Contractor to replace the Contractor's Project Manager and team members if e2i deems the Contractor-appointed personnel for the roles to be inappropriate.

8.8. The Contractor shall provide replacement personnel within ONE (1) calendar month of notice from e2i for such replacement. All of the Contractor's commitments in terms of project targets and deliverables shall continue to apply.

8.9. The replacement personnel shall be available for at least a reasonable period (duration to be stipulated by e2i) for the existing personnel to handover his/her responsibilities and duties. The cost incurred for the provision of the replacement personnel during the handover period shall be borne by the Contractor.

8.10. The scope of the handover plan of duties shall include the following:

(a) Roles and responsibilities
(b) Processes and procedures
(c) Outstanding requests and activities

9. PANEL OF PARTNERS

9.1. The Contractor shall provide information of partner/s not listed as members of the Consortium with respect to:

(a) Credentials of partner/s
(b) Roles and responsibilities of partner/s
(c) Confirmation of partner's availability and support during the Contract duration

10. WORK ENVIRONMENT PREPARATION

10.1. The Contractor shall at its own expense prepare the work environment and provide such environmental and operational conditions prior to delivery of its proposed Services.

11. INFORMATION AND ACCESS

11.1. e2i undertakes to provide the Contractor with such relevant information, which the Contractor may reasonably require from time to time to enable the Contractor to proceed expeditiously with the performance of his/her obligations under the Contract.

11.2. e2i shall, for the purposes of the Contract, afford to the authorised personnel of the Contractor during normal working hours full and safe access to the Site and shall provide adequate free working space and such other facilities as may be necessary to support the provision of the Services.

12. OWNERSHIP OF INTELLECTUAL PROPERTY (IF APPLICABLE)

12.1. Nothing in this Contract shall affect any person's ownership right to the Background Information and Background IP.

12.2. The Contractor shall ensure that it has obtained all necessary authorisations, licenses and/or consents to use the Background Information and Background IP in performing the Services. More specifically and without prejudice to the foregoing, to the extent that the Services (or any part thereof) incorporates or is wholly or partially based on any Background Information and/or Background IP not belonging to e2i, or cannot be used by e2i without infringing a Background IP, the Contractor shall inform e2i of all such Background Information and/or Background IP before utilizing the same in the Services and shall grant to or procure for e2i (as the case may be), free of any additional charges, the irrevocable and non-exclusive right and licence to use and apply such Background Information and Background IP (together with any modifications, improvements and developments thereof) in the use of the Services such that e2i may fully exploit the Services in accordance with its intended use.

12.3. All Foreground Information and Foreground IP shall vest in and be solely and exclusively owned by e2i as the first owner thereof immediately when they come into existence. The Contractor shall not, during or at any time after the completion, expiry or termination of the Contract, in any way question or dispute e2i's ownership of any Foreground Information and Foreground IP, and/or disclose or release to any persons or otherwise deal with the same in any manner whatsoever without e2i's prior written consent. To the extent that any rights, title and interests in and to the Foreground Information and Foreground IP (or any part thereof) remain or become vested in the Contractor or its servants, agents or sub-contractors notwithstanding this clause, the Contractor undertakes at e2i's request and at the Contractor's own expense, to do all things necessary to ensure that all Foreground Information and Foreground IP are fully vested in e2i (including if applicable, executing or procuring any document or instrument as may be required by e2i).

12.4. The Contractor represents, warrants and undertakes to e2i that the Services and any deliverables supplied by the Contractor, and all Intellectual Property used, or introduced

or supplied by the Contractor in the course of performing its obligations under this Contract do not infringe any Intellectual Property rights or interests or other proprietary rights of any third party.

13. DOCUMENTATION

13.1. The Contractor shall at no additional charge supply and deliver all documentation needed. All subsequent updates or amendments (where applicable) thereto for each set of the aforesaid documents shall be supplied at no additional charge to e2i as soon as they are available.

14. PATENT, COPYRIGHT AND OTHER INDEMNIFICATION

14.1. The Contractor shall, obtain any and all patents, copyrights, licences, or other intellectual property rights for e2i in providing the Services under this Agreement, and shall assign such rights to e2i and make perfect the Services and Work in such regard.

14.2. The Contractor shall indemnify e2i against any action, claim, damages, charges and costs arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property in connection with any Services supplied or furnished by the Contractor pursuant to this Contract ("**IP Infringement Claim**").

14.3. e2i shall give the Contractor prompt notice in writing of any such claim.

14.4. Without prejudice to e2i's right to defend a claim alleging such infringement, the Contractor shall if requested by e2i, but at the Contractor's expense, defend such claim. The Contractor shall observe e2i's directions relating to the defense or negotiation for settlement of the claim.

14.5. e2i shall if requested but at the Contractor's expense provide the Contractor with reasonable assistance in conducting the defense of such claim.

14.6. Without limiting the generality of the foregoing provisions and without prejudice to e2i's other rights and remedies, in the event of an IP Infringement Claim, or if it is determined by any independent tribunal of fact or law or if it is agreed between the Parties that an infringement of IP has occurred in connection with the Services, the Contractor shall be deemed to have breached the Contract and the Contractor shall, at the Contractor's sole expense, take such actions as instructed by e2i, including one or more of the following:

(a) modify the Services (or such part thereof) without detracting from their effectiveness or overall performance or functionality, in order to achieve non-infringement status;

(b) procure for e2i the right to continue using the affected Services in accordance with this Contract; or discontinue the affected Services and refund all monies previously paid to the Contractor for the affected Services (or such part thereof).

14.7. In the event of any actions being contemplated or instituted for an alleged infringement of patents, design, copyright or other statutory or common law rights, e2i reserves the right to cancel immediately the Contract for delivery of the Services or parts hereof yet to be supplied to e2i and the Contractor shall compensate e2i with the Contract Price already remitted and e2i reserves its right to purchase the Services or parts thereof from other sources without prejudice to all or any of e2i's rights as contained in this Contract.

14.8. All royalties and fees claimable by or payable to any person, firm, corporation or government for or in connection with any Intellectual Property, Technical Information or software used or required to be used in respect of the creatives or any part thereof in the performance of the Contract or supplied under the Contract shall be deemed to be included in the Contract Price.

14.9. The obligations in Clause 14.1 to Clause 14.7 above shall survive the termination or expiry of this Contract.

15. LANGUAGE

15.1. All data, documents, descriptions, diagrams, books, catalogues, instructions, marking for ready identification of major items of the solution and correspondence shall be written in readily comprehensible English Language.

15.2. The personnel of the Contractor and any Sub-contractor shall be proficient in both written and spoken English for the purpose of providing guidance, instructions, offering of advisory services, training and any other submissions as required.

16. DAMAGE AND INJURY TO PERSONS AND PROPERTY

16.1. The Contractor shall: -

(a) be responsible for and make compensation for any injury (including injury resulting in death, personal injury or disease or physical damage) occasioned to any person whomsoever; and

(b) be responsible for and reinstate and make good to the satisfaction of e2i or provide due compensation for any injury or damage to any property or rights of e2i;

being injury or damage arising out of or in connection with the execution of the Contract.

PROVIDED ALWAYS that the Contractor shall not be under any such liability if he is able to prove that such injury or damage was neither caused nor contributed to by his/her

negligence, omission or default, or breach of statutory duty or that of his/her servants, agents or sub-contractors nor by any circumstances within his/her or their control; and if he proves that the neglect or default of any other person (not being his/her servant, agent or sub-contractor) was in part responsible for any personal injury or loss of property to which this Clause applies, the Contractor's liability under this Clause shall not extend to the share in the responsibility attributable to the neglect or default of that person.

16.2. The Contractor shall hold e2i harmless and indemnified against all actions, claims and demands liabilities, damages, losses, costs and expenses in respect of such injury or damage (being injury or damage for which the Contractor is responsible under Clause 16.1) brought against e2i, by any third party or person including any of the Contractor's servants, employees, agents or contractors, their personal representatives and dependents, whether or not engaged in connection with the Contract.

17. LIMITATION OF LIABILITY

17.1. In the event of any breach or default of a term of this Contract, the Contractor's cumulative liability shall not exceed two (2) times the Contract Price.

17.2. In the event of any breach or default of a term of this Contract, e2i's cumulative liability shall not exceed the Contract Price.

17.3. For the avoidance of doubt, Clause 17.1 and17.2 shall not apply to any claim relating to any:

(a) death or personal injury,
(b) fraud, gross negligence or willful misconduct of a Party,
(c) IP infringement,
(d) breach of Clause 18, or
(e) indemnities provided under this Contract.

18. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

18.1. The Contractor undertakes to keep all Confidential Information howsoever acquired by the Contractor (whether disclosed by e2i or otherwise), in strictest confidence.

18.1.1. The Contractor shall not, directly or indirectly, use for itself or on behalf of any third party any Confidential Information in any way, except to the extent necessary to carry out the Services; and undertakes that the Confidential Information shall only be disclosed to those of its employees, servants, officers, agents, consultants, vendors and contractors on a strict need-to-know basis and only to the extent necessary to carry out the Services. For the avoidance of doubt, any disclosure of Confidential Information by e2i will not be construed as conferring on or granting to the Contractor any rights in any Confidential

Information other than the limited right of the Contractor to use the Confidential Information as expressly permitted by the Contract.

18.1.2. The Contractor undertakes to treat all Confidential Information with the same degree of care it extends to its own confidential information, which shall minimally include taking all reasonable precautions in dealing with all Confidential Information to prevent any unauthorised person from having access to such information.

18.1.3. The Contractor shall cause its employees, servants, officers, agents, consultants, vendors and contractors involved in the Services to observe or be similarly bound by the confidentiality provisions in this Clause 18. The Contractor shall be responsible and held liable for any breach of any of these confidentiality obligations by any of its employees, servants, officers, agents, consultants, vendors and contractors.

18.1.4. The Contractor shall ensure that the Confidential Information is not copied or otherwise reproduced or duplicated in whole or in part, without e2i's prior written approval.

18.2. The Contractor shall also comply with all additional measures set out in the Requirement Specifications (if applicable) relating to the handling of Confidential Information.

18.3. Upon the completion (or the termination) of the Contract, the Contractor shall (and shall ensure its employees, servants, officers, agents, consultants, and contractors shall) cease to use the Confidential Information and shall:

(a) return all Confidential Information (without keeping any copies thereof); and
(b) securely erase and expunge all Confidential Information from any computer or device in the possession or under the control of the Contractor, its employees, servants, officers, agents, consultants, suppliers, contractors and subcontractors.

18.4. The employees, servants, officers, agents, consultants, vendors and sub-contractors of the Contractor shall, if so required by the Representative, sign an Undertaking to Safeguard Confidential Information and Personal Data in the form prescribed in **Annex 1B-2**.

18.5. "Confidential Information" shall mean, regardless of the form of disclosure or the medium used to store it:

(a) information that is expressly specified as being the confidential information, commercially sensitive information or similar of e2i, or such information that e2i has advised the Contractor is confidential at the time of disclosure;

(b) non-public information relating directly or indirectly to e2i (including but not limited to its past, existing or future business, trade secrets, operations, administration, strategic or business plans, financial information and statements, statistics, forecasts, ideas, know-how, technology, research, customers, vendors, business partners, products, services, internal processes, promotional and marketing plans);

(c) information that ought reasonably to be treated as proprietary to e2i or the confidential information of e2i in the circumstances;

(d) all confidential discussions concerning the Services, any confidential information on the status, terms, conditions or other matters relating to the Services as well as all items prepared for or submitted to e2i in connection with the Services performed under this Contract, including any drafts and associated materials; or

(e) information that, in whole or in part, includes or has been derived or created from the information referred to in the foregoing, provided the term "Confidential Information" as used herein does not include "Exempt Information".

18.6. "Exempt Information" means information that:

(a) is or becomes publicly known through no wrongful act or neglect, of the Contractor or any of its employees, servants, officers, agents, consultants, vendors and contractors involved in the Services;

(b) was received by the Contractor from a third party without any breach of any agreement or breach of any other legal obligations, and without restriction as to the use and disclosure of the information;

(c) was independently developed by the Contractor without use of the Confidential Information; or

(d) was ordered to be publicly released by law, order of court or by the rules or regulations of any relevant regulatory or governing body with jurisdiction over the Contractor, provided however that the Contractor shall promptly notify e2i of such requirements and shall use its best efforts to limit the scope of the use or disclosure.

18.7. The Contractor shall indemnify and keep e2i indemnified from and against all losses, damages, costs, claims, fines, penalties and/or expenses arising out of any complaints, actions, proceedings or liability of whatsoever nature incurred by e2i as a result of any act, neglect, breach or non-compliance of any confidentiality obligations by the Contractor, its employees, servants, officers, agents, consultants, and sub-contractors.

18.8. The Contractor shall also comply with all its obligations under the Personal Data Protection Act of Singapore (the "**PDPA**") and all its attendant regulations and its obligations relating to personal data in this Contract at its own cost. To the extent that personal data of individuals is collected by the Contractor pursuant to its obligations under this Contract as well as personal data that is disclosed by e2i and collected by the Contractor ("**e2i's Personal Data**"), the Contractor shall protect e2i's Personal Data by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information and communications technology measures) to prevent:

(a) unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of e2i's Personal Data, or other similar risks; and

(b) the loss of any storage medium or device on which e2i's Personal Data is stored.

18.9. The Contractor shall obligate its personnel, employees, recruiters, sub-contractors and third parties entrusted with the collecting of e2i's Personal Data to data protection and data secrecy in accordance with applicable laws. The Contractor shall also permit only authorised personnel to access e2i's Personal Data on a need-to-know basis and only to the extent necessary to carry out the Services.

18.10. The Contractor shall have in place standard operating procedures for the handling of e2i's Personal Data to protect the Personal Data from any potential breaches ("Personal Data Protection SOPs"); and shall train all personnel, employees and recruiters involved in the work processes in the requirements of the Personal Data Protection Act and the Personal Data Protection SOPs for the work processes, and shall provide e2i with the required documentation endorsed by the Contractor's Data Protection Officer, prior to the commencement of the work processes. In addition, the Contractor shall provide a declaration to the effect that the Contractor has not had more than 1 mandatory reportable data breach defined under Part 6A of the PDPA within the last 3 years. Further, the Contractor shall be required to conduct a self-check and submit an annual declaration that they have adequate data protection procedures and practices in place and to undergo an annual site assessment by e2i and shall provide such information and access to its premises and/or systems in which e2i's Personal Data is stored, as e2i may reasonably request to satisfy itself that the Contractor is complying with its obligations under the Contract and under the PDPA.

In particular but without limitation to the Contractor's obligations under applicable laws, the Contractor agrees and undertakes the following:

(a) collection, use, retention or disclosure of e2i's Personal Data shall be strictly for purposes of fulfilling its obligations and providing the services required under this Contract and that no collection, use, retention or disclosure of any of e2i's Personal Data shall be permitted without the prior written consent of e2i. In any

event, any collection, use, retention or disclosure of e2i's Personal Data must not, unless otherwise required by law or an order of court, exceed any consent provided by any person to whom e2i's Personal Data relates as set forth in e2i's Data Protection Policy at the URL: http://www.e2i.com.sg/pdpa. When required by law or an order of court to process, use or disclose e2i's Personal Data, the Contractor shall notify e2i as soon as practicable before complying with such law or order of court at its own costs;

(b) to assist e2i promptly with all requests for access which may be received from individuals whose personal data the Contractor is processing on behalf of e2i;

(c) to put in place adequate measures to ensure that e2i's Personal Data in its possession or control remains or is otherwise accurate and complete. In any case, the Contractor shall take steps to correct any errors in e2i's Personal Data, as soon as practicable, upon e2i's written request;

(d) to comply with any requests, directions or guidelines which e2i may provide from time to time including but not limited to the amendment, transfer, or deletion of any of e2i's Personal Data;

(e) to comply with any requests, directions or guidelines which e2i may provide from time to time including but not limited to the provision of such information and access to its premises and/or systems in which e2i's Personal Data is stored as e2i may reasonably request to satisfy itself that the Contractor is complying with its obligations herein or to fulfil its obligations under applicable laws;

(f) to notify e2i immediately of all communications the Contractor receives from any person which suggests non-compliance with applicable laws in relation to e2i's Personal Data and to co-operate with e2i in dealing with such communications;

(g) to provide e2i with a copy of e2i's Personal Data as soon as possible without delay upon e2i's request; and

(h) in the event that the Contractor becomes aware of any actual or reasonably suspected breach of any of its obligations in this Clause 18 or any of its obligations relating to personal data under this Contract, or otherwise any actual or reasonably suspected misappropriation or unauthorised access, collection, processing, transfer or disclosure of e2i's Personal Data ("**Data Breach**"), the Contractor shall:-

i. immediately inform e2i of the Data Breach, and in any event, no later than 24 hours after becoming aware of the Data Breach;

ii. in notifying e2i of the Data Breach, inform e2i in writing of all known details of the Data Breach, the name and contact details of the data

protection officer from whom more information can be obtained, a description of the likely consequences of the Data Breach and the measures which it proposes to be taken or has taken to address the Data Breach, and any other information reasonably required by e2i; and

iii. co-operate with e2i in connection with the investigation of the Data Breach, and not make any public announcement or notification to any authority, potentially affected individual or other third party, without e2i's prior written approval.

18.11. The Contractor shall not transfer, export, or store any of e2i's Personal Data outside of Singapore without the prior written approval of e2i. If e2i provides such written approval, the Contractor shall ensure that the NTUC's Personal Data transferred outside Singapore will be protected at a standard that is comparable to that under the PDPA. If the Contractor transfers e2i's Personal Data to any third party overseas, the Contractor shall ensure that the said third party undertakes to protect NTUC's Personal Data at a standard that is comparable to that under the PDPA.

18.12. The Contractor shall not retain e2i's Personal Data (or any documents or records containing e2i's Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Contract. In the event of the expiry or termination of this Contract, the Contractor shall, upon written notification by e2i, erase all copies and records of e2i's Personal Data from its systems and electronic data and destroy any written copies of the same and shall provide e2i with evidence of such erasure and destruction as e2i may reasonably request. Where applicable, the Contractor shall also instruct all third parties to whom it has disclosed e2i's Personal Data for the purposes of this Contract, to return to the Contractor or delete, such e2i's Personal Data.

18.13. The Contractor shall indemnify and hold harmless e2i and its officers, employees and agents from any loss, damages, claims, demands, proceedings, penalties, fines, administrative action, remedies, expenses and costs (including administrative and legal costs on an indemnity basis) incurred, suffered or resulting from:

(a) the Contractor and/or its employees, recruiters, sub-contractors and third parties' breach of the PDPA requirements and/or obligations relating to personal data in this Contract; or

(b) any act, omission or negligence of the Contractor and/or its employees, recruiters, sub-contractors and third parties that causes or results in e2i being in breach of the PDPA and/or obligations relating to personal data in this Contract.

18.14 The Contractor's obligations under this Clause 18 shall survive the expiry or termination of this Contract.

18.15 For the purposes of this Clause 18, "Personal Data" shall have the meaning ascribed to it under the PDPA.

19. COMPLIANCE WITH STATUES, REGULATIONS, ETC

19.1. The Contractor shall give all notices and pay all fees required to be given or paid under any law in force in Singapore and hereby undertakes to obtain all necessary licenses including export licenses for the export of all items from their countries of origin to Singapore in relation to the execution of the Contract.

19.2. The Contractor shall comply in all respects with the provisions of all laws of Singapore in the execution, performance and supply of the Services, and shall keep e2i indemnified against all penalties and liabilities of every kind for the breach of any such laws.

20. SUB-CONTRACT, ASSIGNMENT, TRANSFER

20.1. The Contractor shall not, without the written consent of e2i, sub-contract, assign or transfer the Contract or the benefits or obligations or any part thereof to any other person, provided that this shall not affect any right of the Contractor to assign, either absolutely or by way of charge, any monies due or to become due to him/her, or which may become payable to him/her under the Contract.

20.2. The Contractor shall be responsible for the acts, defaults, neglects or omissions of any assignee or sub-contractor, their agents, servants or workmen as fully as if they were the acts, defaults, neglects or omissions of the Contractor, his/her agents, servants or workmen.

21. FORCE MAJEURE

21.1 Neither Party shall be liable for any failure to perform his/her obligations under the Contract if the failure results from force majeure events which are beyond the reasonable control of that Party, provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, such force majeure events shall include acts of God, threats to public health, civil or military authority, civil disturbance, wars, strikes, fires or other natural catastrophes and border closures imposed by the relevant authority/country prohibiting entry by travellers, at the destination set out in the Requirement Specifications that directly impacts the completion of the Services, but for the avoidance of doubt shall exclude:

(a) the coronavirus disease known as "**COVID-19**"; and

(b) any quarantine, health, safety or stay-home measure, lock-down, travel or other movement restriction in connection with COVID-19.

21.2. If the effect of any of the said events shall continue for a period exceeding three months, e2i may at any time thereafter, upon giving notice to the Contractor, elect to terminate the Contract. In any of the events mentioned in Clause 21.1, the Contractor or e2i shall for the duration of such event be relieved of any obligation under the Contract as is affected by the event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the event.

21.3. Where e2i elects to terminate the Contract under Clause 21.2, e2i shall bear the costs and expenses of services already purchased from the Contractor or by the Contractor from any vendor/vendor prior to the notice of termination pursuant to the Services (as the case may be), provided that:

(a) such purchase was in accordance with the Contract; and

(b) such costs and expenses to be borne by e2i shall be subject to, and reduced by, any refunds provided by the Contractor and/or such vendor/vendor that the Contractor has purchased services from pursuant to the Services (as the case may be); and the amount of such refunds shall take into account the length of time between the date of the termination notice and the performance date of the purchased services that Parties had last mutually agreed on before the termination notice.

21.4. Failure of the Contractor's sub-contractors or vendors shall not be regarded as force majeure events beyond the control of the Contractor unless such sub-contractors or vendors would qualify for exemption under this Clause 21 if the provisions of this Clause 21 were applied to them.

22. PUBLIC RELEASE OF INFORMATION

22.1. The Contractor shall obtain in writing the prior approval and the consent of e2i before the release of any news item, article, publication, advertisement, prepared speech or any other information or material, pertaining to or related to any part or whole of the Contract including but not limited to the Services to be performed under the Contract. Such prior approval shall be sought in reasonable time.

23. GIFTS, INDUCEMENT AND REWARDS

23.1. e2i shall be entitled to terminate the Contract immediately and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor has offered or given to any person any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of the Contract with e2i.

24. APPLICABLE LAW

24.1. The Contract shall be subject to, governed by and interpreted in accordance with the laws

of the Republic of Singapore for every purpose. Any dispute is to be resolved according to Singapore law.

25. VARIATION OF CONTRACT

25.1. This Contract shall not be modified except by a written supplemental agreement dated subsequent to the date of this Contract signed by duly authorised representatives of both Parties.

26. WAIVERS

26.1. No failure on the part of any Party to exercise, and no delay on their part in exercising any right or remedy under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

27. TERM AND TERMINATION OF CONTRACT

27.1. The Contract shall commence on the Effective Date until Parties have duly completed their obligations thereunder, unless sooner terminated in accordance with the Contract.

27.2. Without prejudice to other provisions in this Contract providing for a right of termination, this Contract may be terminated as follows:

(a) e2i may terminate this Contract forthwith by written notice to the Contractor, if the Contractor commits a breach of any term of the Contract, and such breach is: (i) not capable of being remedied; or (ii) in the case of a breach or failure capable of being remedied, the Contractor does not remedy the breach within two (2) weeks of being asked to do so;

(b) e2i may terminate this Contract forthwith by written notice to the Contractor, if any of the following in relation to the Contractor shall occur:-

i. any encumbrancer takes possession or a manager or receiver is appointed of any of the property or assets of the Contractor, or steps have been taken for the appointment of a receiver in respect of the Contractor or all or any of its assets or undertaking;

ii. the Contractor is wound up or placed under judicial management, or a petition is presented for the winding up or judicial management of the Contractor, or an order is made or a resolution is passed for the winding up or judicial management of the Contractor;

iii. any distress, charging order, garnishee order or execution is levied or applied for against the Contractor, or any action is taken to repossess the assets, goods and/or properties in the possession or control of the Contractor;

iv. the Contractor has made or proposed to make any arrangement or composition with its respective creditors or any class of its respective creditors; or

v. any analogous procedure in any jurisdiction in relation to the Contractor.

(c) e2i may, terminate the Contract without cause at any time by giving at least two (2) months' written notice to the Contractor.

(d) If e2i engages another person to carry out any remaining work under this Contract after termination under Clause 27.2.1 or Clause 27.2.2, any additional cost incurred shall be paid by the Contractor.

27.3. Without prejudice to e2i's other rights and remedies, when this Contract is terminated under any provisions of this Contract, Clause 36 shall apply and the Contractor shall also deliver to e2i all deliverables prepared by the Contractor for this Contract (including works-in-progress if so requested by e2i).

27.4. e2i shall pay for all deliverables bear the costs and expenses of services already purchased from the Contractor or by the Contractor from any vendor/vendor prior to the notice of termination pursuant to the Services (as the case may be), provided that

(a) such purchase was in accordance with the Contract; and

(b) such costs and expenses to be borne by e2i shall be subject to, and reduced by, any refunds provided by the Contractor and/or such vendor/vendor that the Contractor has purchased services from pursuant to the Services (as the case may be); and the amount of such refunds shall take into account the length of time between the date of the termination notice and the performance date of the purchased services that Parties had last mutually agreed on before the termination notice.

e2i shall return all Deliverables (including works-in-progress) that are not accepted to the Contractor at no cost to e2i. Accepted works-in-progress shall be paid on a pro-rated basis at e2i's sole discretion.

27.5. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement (including but not limited to Clauses 6A.4 – 6A.6, 12, 14, 16, 17, 18, 19, 21.2, 21.4, 22, 23, 24, 27, 29, 31, 35 and 36), shall remain in full force and effect in accordance therewith.

28. SECURITY

28.1. The Contractor shall fully comply with any written instructions on information security matters (including IT Security Best Practices) that may be issued by e2i.

28.2. The Contractor is required to maintain strict confidentiality and ensure that all information pertaining to the site and e2i's work environment must not be disclosed to anyone except the Representative and the Contractor's employees directly involved with this Contract. The Contractor is to ensure that information is not to be published or communicated to any other person in any form whatsoever except on a strictly "need-to-know" basis. Failure to comply with this confidentiality requirement shall be a ground for termination of this Contract.

28.3. The Contractor, its servants or agents, shall not, without the prior written permission of e2i, bring any visitor to any location or site on which the Contractor is providing the goods or services under this Contract.

29. DISPUTE RESOLUTION

29.1. In the event of any dispute, claim, question or disagreement arising out of or relating to this Contract, its subject matter or formation (a "**Dispute**"), the Parties shall make every effort to reach a consensus on the matter through cooperation, consultation and dialogue.

29.2. If consensus cannot be reached within 2 months of the date a Party communicates the subject of the Dispute in writing to the other Party, a Party may proceed to give the other Party written notice for mediation at the Singapore Mediation Centre ("**SMC**").

29.3. A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process. The mediation session is to commence no later than 2 months from the date of such written notice of mediation.

29.4. No Party shall proceed to litigation under Clause 29.5 in respect of a Dispute unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the prevailing mediation procedure of the SMC.

29.5. Subject to Clause 29.4, each Party agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute and each Party submits to the jurisdiction of such courts. Failure to comply with Clauses 29.1 to 29.5 shall be deemed to be a breach of Contract.

29.6. Notwithstanding any clause in the Contract, e2i may seek equitable relief to reinforce the rights granted in the Contract to obtain a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm. The rights granted under

the Contract are critical to e2i's operations, and e2i's ability to function; and the loss of these rights cannot be adequately compensated or measured in monetary damages. Accordingly, the rights granted in the Contract are the proper subject of an order of specific performance, mandatory injunction, or other appropriate preliminary or permanent equitable relief.

30. CORRESPONDENCE

30.1. Any notice, request, waiver, consent or approval shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand, sent by electronic mail or by prepaid registered post to the Party to which it is required or permitted to be given and made at such Party's address specified in the Tender Document.

30.2. Any notice, request, waiver, consent or approval sent by any Party will be deemed to have been received by the other Party: (i) if personally delivered, at the time of delivery; (ii) if sent by electronic mail, (provided that no delivery failure notification is received by the sender) within twenty-four (24) hours of sending such communication; (iii) if sent by post and is not returned to the sender as undelivered, seven days after the date of posting.

31. CUMULATIVE REMEDIES

31.1. The rights and remedies provided to the Parties under this Contract are cumulative and not exclusive of any rights or remedies provided by law.

32. CLAIMS FOR EXTRA WORK

32.1. e2i shall not be liable for any claims for any extra work performed or to be performed falling outside the scope of this Contract ("Extra Work") regardless of whether the Extra Work is initiated at the request of e2i or not UNLESS all the following conditions are fully complied with:

(a) all claims must be submitted in writing before the performance of any Extra Work, and

(b) in submitting any claim under Sub-Clause 32.1.1 above, the Contractor shall include the price of the Extra Work and the detailed scope of the Extra Work, and

(c) e2i's agreement in writing for the Extra Work to be carried out and to the payment of the claim.

32.2. The Contractor agrees that it is only entitled to claims for any Extra Work provided all the conditions in Clause 32.1 are fully complied with. The Contractor further agrees that it shall not be entitled to additional payments whether under this Contract, restitution, quasi-contract or equitable grounds if all conditions in Clause 32.1 are not fully complied

with.

33. FORMATION OF CONTRACT

33.1. e2i's issuance of the Letter of Acceptance shall create a binding contract.

34. CONTRACTS (RIGHTS OF THIRD PARTIES)

34.1. This Contract does not create any right under the *Contracts (Rights of Third Parties) Act*, which is enforceable by any person who is not a party to it.

35. OWNERSHIP OF DOCUMENTATION AND DATA

35.1. e2i shall own all the documentation and data generated for the purpose of this Contract (or any sub-contract thereunder, as the case may be).

36. DISPOSAL UPON TERMINATION OF CONTRACT/AGREEMENT OR COMPLETION OF SERVICES

36.1. The Contractor, and the Contractor's employees, servants or agents or sub-contractors shall within **THIRTY (30) days** upon termination of this Contract or upon the completion of the Services: -

(a) return to e2i all documents and data (without keeping any copies thereof) received from e2i for the purpose of the Contract and/or produced in the course of performing the Services and ensure that the migration or transfer of data and documents has been done in a secure manner and that the integrity of the data records is preserved;

(b) securely destroy and expunge all documents and data received from e2i for the purpose of this Contract and/or produced during the Services (including softcopies of documentation that exist in any computer, hard disk, removable storage media, etc.); and

(c) ensure that all third parties (if any), to whom the Contractor have disclosed data, documents and copies thereof received from e2i for the purpose of the Contract and/or produced in the course of the Services, have performed the obligations under Clauses 36.1.1 and 36.1.2 above.

36.2. Upon completion of the obligation under Clause 36.1, the Contractor's authoritsed representative or Data Protection Officer shall sign the Declaration as stipulated in **ANNEX 1B-1.**

37. COEXISTENCE STRATEGY

37.1. In the event e2i appoints more than one Contractor for the scope of work stated in the Requirement Specifications, the Contractors shall co-operate with each other to ensure that the service performance levels are met.

38. TERMINATION/EXIT PLAN

38.1. The Contractor will be given **ONE (1) month** before the expiry or termination of the Contract to hand over the existing/ remaining Services to a new contractor appointed by e2i. The Contractor should plan the transition accordingly to ensure that it will be completed before the expiry of the Contract. Any additional cost incurred due to the delay in transition caused by the Contractor shall be borne by the Contractor.

38.2. The Contractor shall hand over all items owned by e2i that are in the Contractor's possession, to the new contractor or to e2i (as instructed by e2i) including but not limited to the following:

(a) Assets (data, media, documentations, licenses, storage media, etc.), including database data, email performances data, scripted assets which are hosted on servers, etc.

(b) asset records, operating environment, operating and maintenance manuals, accounts & passwords etc.

38.3. The existing Contractor may brief the new contractor or e2i (as instructed by e2i) on the relevant operational requirements/Services and allow the new contractor to shadow during the transition period.

39. CONSORTIUM

39.1. As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

39.2. Each member of the Consortium shall be jointly and severally responsible to e2i for the due performance of the Contract.

39.3. Any introduction of, or changes to, Consortium membership must be approved in writing by e2i.

39.4. Should additional member(s) be added to the Consortium at any time with the approval of e2i, he or they shall be deemed to be included in the expression 'the Contractor'.

39.5. If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of

incorporation:

(a) this Contract shall continue and not be dissolved, and

(b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

40. LIQUIDATED DAMAGES

40.1. Where applicable, Contractor shall pay to e2i the Liquidated Damages as stated in Annex X of the Requirement Specifications for the specific contractual breaches caused by the Contractor's failure to adhere to the terms and conditions, specifications or timelines as specified in this Contract. Parties agree that the Liquidated Damages stated in Annex X of the Requirement Specifications are an accurate and genuine pre-estimate of the losses e2i would incur from the Contractor's breach.

41. SECURITY DEPOSIT (Applicable for Contract Value above S$500,000)

41.1. Within fourteen (14) calendar days commencing from the date of the Letter of Acceptance, the Contractor shall lodge with e2i, a Security Deposit of five (5) per cent (%) of the Contract Price for the due, faithful and complete performance of this Contract and the observance by the Contractor of all stipulations, terms, conditions and obligations on its part to be observed or performed.

41.2. The Security Deposit shall either be in the form of an unconditional Banker's Guarantee or Insurance Bond (as prescribed in Annex 1B-3) from a bank or insurance company established in the Republic of Singapore and duly approved by e2i. The cost of obtaining such a Banker's Guarantee or Insurance Bond shall be borne by the Contractor.

41.3. In the event that this Contract is unlikely to be completed before the expiry date of the Banker's Guarantee or Insurance Bond, the Contractor shall without demand, secure a renewal thereof or obtain a new Banker's Guarantee or Insurance Bond for the same amount and on the same terms as the expiring Banker's Guarantee or Insurance Bond and deposit the same with the e2i. If such renewal or new Banker's Guarantee or Insurance Bond is not deposited with e2i thirty (30) calendar days before the expiry date of the expiring Banker's Guarantee or Insurance Bond, e2i shall have the right to call upon the bank or insurance company to pay the sum stated therein.

41.4. In the event of any default or breach of any of the obligations by the Contractor under this Contract, e2i may draw on the Security Deposit to satisfy any liquidated or other damages as may become due to the e2i under this Contract if e2i has, prior to drawing on the Security Deposit, notified the Contractor in writing of the default or breach and given the Contractor a minimum of thirty (30) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages

to the amount specified in the notice and the Contractor has failed to comply fully with the notice.

41.5. e2i may also utilize and make payment out of deductions from the Security Deposit in such other manner and for such other purposes as are expressly allowed by the Contract.

41.6. e2i shall be entitled to make a demand on the Banker's Guarantee or Insurance Bond as soon as it satisfied that the conditions of drawing on the Security Deposit has been fulfilled, notwithstanding that the Contractor disputes the same.

41.7. The Security Deposit, subject to such deduction as may be made there by e2i shall be released, within sixty (60) calendar days from the expiry date of the contract.

41.8. e2i's rights under this Clause 41 shall be without prejudice to any other rights and remedies available to e2i.

ANNEX 1B-1 – DECLARATION FOR DESTRUCTION OF CONTRACT DOCUMENTS

(To be filled by the Contractor's authorised representative or Data Protection Officer)

To: Employment and Employability Institute Pte Ltd.

1. We, _____ (Company Name) declared that we have pursuant to the obligations under the Contract between the Employment & Employability Institute Pte Ltd ("**e2i**") and us dated _____

(a) returned all data and documents (without keeping any copies thereof) received from e2i for the purpose of the Contract and/or produced in the course of the Services (as defined in the Conditions of Contract) and ensure that the migration or transfer of data and documents has been done in a secure manner and that the integrity of the data records is preserved;

(b) securely erased and expunged all data and documents received from e2i for the purpose of the Contract and/or produced during the Services (including softcopies of documentation that exist in any computer, hard disk, removable storage media, etc.); and

c) ensured that all third parties (if any), to whom we have disclosed data, documents and copies thereof received from e2i for the purpose of the Contract and/or produced in the course of the Services, have performed the obligations under (a) and (b) above.

2 We agree that any breach or neglect of the above undertaking may render us liable to legal action.

Authorised Signature	*Date*	*NRIC/Passport No. (Last 4 characters)*

Full Name in BLOCKS	*Designation*

On behalf of

Name of Company/Entity and Stamp

ANNEX 1B-2 UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION

(To be filled by the following individuals, where applicable: employee, servant, officer, agent, consultant, supplier and subcontractor of the Contractor handling or having access to e2i's confidential/personal data)

1. I, _____ (Full name in BLOCKS) understand and agree that all information acquired by me in the course of my work in connection with the Contract between _____ (Contractor's Company Name) and the Employment and Employability Institute Pte Ltd ("e2i") dated _____ is of a strictly secret and confidential nature, and is not to be published or communicated by me to any other person in any form whatsoever except in the course of my official duties on a strictly "need-to-know" basis.

2. I acknowledge and undertake to comply with the Confidentiality and Personal Data Protection clauses of the Contract as if I was a party thereto in the place of the Contractor. I shall abide strictly by the laws and regulations relating to the collection, use and disclosure of personal data in carrying out my duties under the Contract.

3. I shall ensure that any other person who is authorised by me to have access to any such information shall similarly sign an undertaking to safeguard confidential information.

4. I undertake to return any documents received from e2i and any other copies made or reproduced from such documents or part thereof whenever required by e2i, and to destroy beyond retrieval any documents and/or copies whose return is not required upon the completion of the Services under the Contract, as directed by e2i.

5. I further understand and agree that any breach or neglect of this undertaking may render me liable to legal action.

Date	Last 4 Characters of NRIC / FIN / Passport No. (e.g. 123A)	Designation	Signature

Witnessed by:

Date	Full Name of Witness in BLOCKS	Designation of Witness	Signature of Witness

ANNEX 1B-3 – Banker's Guarantee

The Banker's Guarantee or Insurance Bond shall be in the prescribed form that follows:

TENDER REFERENCE NO. : XXXXX

To: _____ and his successors in office for and on behalf of e2i of the Republic of Singapore (hereinafter called " the Customer ").

Whereas on the ____ day of _____ (MMM YYYY) an Agreement (hereinafter called "the Contract") was made between _____ (name of Contractor) of _____ (address) (hereinafter called "the Contractor") of one part and the Customer of the other part, and whereby the Customer agreed to_____ (state nature of contract) for the sum of Singapore Dollars_____(S$ ____).

And Whereas the Contractor is required under the Contract to pay 5 per cent of the total commission awarded as a Security Deposit for the performance of his obligations under the Contract.

Now in consideration of the Customer not insisting on the Contractor paying 5 per cent of the total commission awarded under the Contract as a security deposit for the said Contract, **we (at the request of the Contractor) hereby agree** as follows:

1. In the event of the Contractor failing to fulfil any of the terms and conditions of the said contract, we shall indemnify the Customer against all losses, damages, costs, expenses or otherwise sustained by the Customer thereby up to the sum of Singapore Dollars_____(S$) ("the Guaranteed Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 hereof.

2. We shall not be discharged or released from this guarantee by any arrangement between yourself and the Contractor with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.

3. Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from **[***insert effective date:* _____**]** until **[***insert initial expiry date:*_____**]** provided always that the expiry date of this guarantee and our

liability thereunder shall be automatically extended for successive periods of 90 days, unless we give you 90 days' written notice prior to the expiry of our liability of our intention not to extend this guarantee in respect of any future extension and provided further that you shall be entitled, upon receiving such notice of our intention (and within the period specified in Clause 4 hereof), either to:

(a) make a claim under this guarantee; or

(b) direct us to pay such amount (not exceeding the Guaranteed Sum) as you may specify into a suspense account to be governed and disbursed by us subject to the Association of Banks in Singapore's Guidelines for operation of a Suspense Account; or

(c) direct us to extend the validity of this guarantee for a further period not exceeding _____days / months (and this guarantee shall then expire at the end of such further period).**]**

4. This guarantee is conditional upon a claim or direction as specified herein being made by you by way of a notice in writing addressed to us and the same being received by us at **[***insert address of Bank's notification office*_____ **]** within 90 days from the expiry of this guarantee.

5. We shall be obliged to effect the payment required under such a claim or direction within **[** ___**]** business days of our receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or direction and shall be entitled to rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6. the Customer may make more than one claim on, or direction under, this guarantee so long as the claims or directions are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims and directions does not exceed the Guaranteed Sum.

7. This guarantee is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

Dated this _____day of _____

AS WITNESS our hand

Signed by: _____ (Name and designation of officer)

for and on behalf of the

_____ _____

(Name of Bank) (Signature)

in the presence of:

Name _____

Designation _____ _____

(Signature of Witness)