

## **C GENERAL CONDITIONS OF CONTRACT (FOR CONSULTANCIES)**

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## **C GENERAL CONDITIONS OF CONTRACT (FOR CONSULTANCIES)**

### **1 DEFINITION**

- 1.1 "Company" means Tuas Power Ltd (Company Registration No. 199502116G) / Tuas Power Generation Pte Ltd (Company Registration No. 200909292D) / TP Utilities Pte Ltd (Company Registration No. 200920924G) / Tuas Power Supply Pte Ltd (Company Registration No. 200004985K) / TP Asset Management Pte Ltd (Company Registration No. 200505009R) or subsidiaries of Tuas Power Ltd (as the case may be and as more particularly stated in the agreement), a company incorporated in the Republic of Singapore, having its registered offices at 111 Somerset Road, #11-09, Singapore 238164 and shall include any officer or other person authorised by the Company to act on its behalf.
- 1.2 "Contract" means the formal Contract between the Company and the Consultant arising from the acceptance by the Company of the Consultant's Tender / Quotation offer and includes, but is not limited to the following documents:-
- .1 Tender / Quotation Document;
  - .2 Letter Of Acceptance by the Company of the Consultant's offer;
  - .3 Form Of Agreement; and
  - .4 Service Order (if any).
- 1.3 "Consultant" means the successful consultant whose offer the Company has accepted in whole or part and who has undertaken to provide the Services.
- 1.4 "Contract Price" means the total price quoted excluding Goods and Services Tax and made payable to the Consultant for the provision of the Services.
- 1.5 "Services" means the consultancy Services which the Consultant is required to provide under the Contract which scope is more particularly set out in the Specifications.
- 1.6 "Specifications" means the specifications referred to in the Tender / Quotation and includes general specifications, technical specifications and drawings and any modifications thereof or additions thereto as may from time to time be furnished or approved in writing by the Company.
- 1.7 Words importing the singular include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both include the neutral gender.
- 1.8 The headings are for convenience only and not for purpose of interpretation.

### **2 SCOPE OF CONTRACT**

- 2.1 The Consultant shall carry out and complete the provision of the Services in accordance with the Contract in every respect and to the direction and satisfaction of the Company.
- 2.2 Several documents forming the Contract are mutually explanatory of one another and in case of ambiguities or discrepancies, the same shall be referred in writing to the duly authorised representative of the Company for clarification whereupon the decision of the Company shall be final.

### **3 RELIANCE**

- 3.1 The Consultant accepts that the Company relies on the skill and judgement of the Consultant for any and all of the Services to be performed.
- 3.2 Notwithstanding the Company's Tender / Quotation Document and any statement or information of any description contained therein, the Consultant shall inform and satisfy himself on all matters necessary for compliance with and completion of the Contract and in all matters whatsoever that might in any way affect the prices quoted by him.

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3.3 Any neglect, negligence or failure whatsoever on the part of the Consultant to obtain any necessary and reliable information shall not relieve him from any risks or liabilities for the performance and completion of the Contract.

### **4 PRICE**

4.1 The Consultant shall provide the Services to the Company at the Contract Price set out in Schedule Of Tender / Quotation Price.

4.2 The Contract Price shall be on an all-in firm price basis.

4.3 The Contract Price must be in Singapore Dollars only unless otherwise specified.

4.4 The Contract Price shall represent the total cost to the Company excluding Goods and Services Tax for the Services which shall include but is not limited to:

- .1 the cost for all on-site / off-site labour, and other third party costs, if any, for the preparation and provision of the Services;
- .2 the cost of all transport, airfares, accommodation, insurance, levies, charges, licence fees, taxes, royalties, government levies, taxes, etc.; and
- .3 the cost incurred for any relevant documentation required by the Company and all other expenses incurred by the Consultant in the provision of the Services.

### **5 PAYMENT**

5.1 The Company shall make payment, within thirty (30) days from the date of receipt of the Consultant's commercial invoices after the Services have been performed to the Company's satisfaction in accordance with the Contract. Such payment is subject to any deduction which the Company has the right to make under the Contract.

### **6 SINGAPORE GOODS AND SERVICES AND WITHHOLDING TAXES**

6.1 The Company shall, if necessary, pay to the Consultant, in addition to the Contract Price, a sum equal to the Goods and Services Tax on the value of the Services provided in accordance with the Contract. For clarification, "Goods and Services Tax in Singapore" or "GST" shall refer to tax payable under the Goods and Services Tax Act in Singapore as may be amended from time to time. All payment of GST, if applicable, shall be in Singapore Dollars.

6.2 If the Contract is awarded to a Consultant who is non-resident in Singapore, the Consultant shall obtain a letter from the Inland Revenue Authority of Singapore (IRAS), indicating the amount of withholding tax, if any, to be deducted from any payment due to the foreign Consultant.

6.3 If the abovementioned letter is not received by the Company, any payment due to the Consultant shall be withheld without payment of any interest pending receipt of the letter. Withholding tax as advised by the IRAS shall be deducted from any payment due to the Consultant.

### **7 SECURITY DEPOSIT**

7.1 The Consultant shall as a condition precedent to the commencement of any work under this Contract, deposit with the Company an amount equal to five percent (5%) of the Contract Sum (hereinafter called the "Security Deposit") as and by way of a deposit or security for the due and faithful performance of the Contract, the fulfillment of the Consultant's obligations and the observance by the Consultant of all the stipulations, conditions and Contracts herein contained.

7.2 The Company may within its absolute discretion permit the Consultant to pay the Security Deposit either by cheque to "Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte

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Ltd / TP Asset Management Pte Ltd and any subsidiaries of Tuas Power Ltd \*where applicable" or a security deposit bond such as performance bond or banker's guarantee in the enclosed format by a Company-approved bank licensed in Singapore.

- 7.3 If the Consultant withdraws after acceptance of his offer in full or in part, he shall be liable for all increased cost thereby incurred by the Company in obtaining the Services from other sources. The Company shall be entitled to utilise and make payments out of or deductions from the security deposit in accordance with the terms and conditions of the Contract.
- 7.4 The provisions of this Clause shall in no way affect the rights and remedies expressly reserved herein to the Company or bar the Company from claiming all expense, loss and damage incurred or sustained by the Company in the event of any breach by the Consultant of any of the stipulations, conditions and Contracts herein contained.
- 7.5 The security deposit shall be released only upon the Consultant's compliance with all the terms and conditions in the Contract.

### **8 RESPONSIBILITIES OF CONSULTANT**

8.1 In providing the Services, the Consultant shall:-

- 8.1.1 exercise all reasonable skill, care and diligence in the discharge of his duties agreed to be performed under this Contract;
- 8.1.2 comply with the directions and/or instructions of the Company and/or its agents and shall always promote and protect the interest of the Company in accordance with generally recognized international professional standards;
- 8.1.3 comply with all relevant laws, rules, bye-laws, regulations, directives, orders and guidelines of the relevant authorities in Singapore;
- 8.1.4 co-work with other advisors and/or consultants of the Company, if any, to the extent it is considered so necessary by the Company;
- 8.1.5 provide all the expert professional advice and skills which are normally required for the Services for which it is engaged, and shall be responsible for the timely collection of all data and information necessary for carrying out the Services; and
- 8.1.6 as when required by the Company, at its own cost and within a reasonable period of time correct any errors and/or omissions in the Services to the satisfaction of the Company.

8.2 The Services supplied shall conform in all respects to the relevant Specifications. The Consultant hereby acknowledges that he knows the purpose the Services are intended for and warrants that the Services shall be fit for the Company's purpose intended under the Contract.

### **9 ALTERATION OF SCHEDULES, SPECIFICATIONS, PLANS, DRAWINGS**

9.1 The Consultant shall not alter any part of the Specifications relating to the Services unless directed by the Company. The Company reserves the right to alter the same from time to time and as from the date of such alterations the Services shall be in accordance with the Specifications as altered. In the event that such alteration results in a change in the cost of the Services and in the period required for delivery, such change in cost of the Services and the time of delivery shall be agreed to in writing between the parties to the Contract, and shall be made in relation to the Services which are the subject of the alteration. In all other respects the Contract shall remain unaltered.

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### **10 DELIVERY**

- 10.1 Delivery of the Services shall be effected by the Consultant by the date(s) and time specified in the Contract, in the manner specified and at the place(s) specified in the Contract. In this regard, TIME SHALL BE OF THE ESSENCE.
- 10.2 The Company shall acknowledge receipt of the Services upon complete delivery by the Consultant PROVIDED THAT such acknowledgement shall not relieve the Consultant from his responsibility for delay in the delivery or unsatisfactory Services in accordance with the Contract.

### **11 CONSULTANT'S PERSONNEL**

- 11.1 The Consultant shall commit for the whole duration of the Services such personnel as required by the Company. The Consultant shall not vary the appointments without the prior written approval of the Company. The Company shall be entitled to terminate the appointment of the Consultant under this Contract in accordance with Clause 15 herein or suspend payment to the Consultant in accordance with Clause 19 herein should such appointment be varied without the prior written approval of the Company.
- 11.2 If the Company objects by notice in writing to any person assigned to the Services, the Consultant shall remove or cause the removal of such person from the Services immediately and provide replacement to the satisfaction of the Company and at no additional expense to the Company.
- 11.3 The Consultant shall not replace any Personnel without the prior approval of the Company which approval shall not be unreasonably withheld.
- 11.4 In no event shall anything in this Contract be construed as constituting an employer-employee relationship between the Company and the person or persons who will be carrying out any work or performing any part of the Services under the Contract. All payments to and in respect of the persons carrying out any work or performing any part of the Services under this Contract, including but not limited to salaries, fees, insurances or any other payments required by law shall be the responsibility of the Consultant and the Consultant shall indemnify the Company against any such payments which the Company may be compelled to make.

### **12 INTELLECTUAL PROPERTY RIGHTS**

- 12.1 All documents including but not limited to drawings, specifications, designs, charts and other data prepared by the Consultant in connection with the Services and submitted to the Company shall be the property of the Company. The Consultant, on its own behalf and on behalf of his agents and servants, hereby irrevocably assigns, conveys and otherwise transfers to the Company and its successors and assigns, all rights, title and interest worldwide in and to, (whether vested, contingent or future), all documents, designs, specifications, drawings, plans, drawings, analyses, lists, research results or reports ("Documents"), written produced developed originated or generated by the Consultant, his servants and agents, during the course of, arising out of or otherwise related to the provision of the Services.
- 12.2 The Consultant agrees that the Consultant, his servants and agents retains no right to use the Documents and agrees not to challenge the validity of the ownership by the Company of all the rights in the Documents.
- 12.3 The Consultant shall execute all necessary documents and/or Contracts in order to protect, perfect or enforce the rights granted under the Contract.
- 12.4 The Consultant admits and acknowledges that any and all of the copyrights, patents and other intellectual property rights in respect to the Documents and/or the Confidential Information (as defined in Clause 14) shall be and remain the sole property of the Company and that, except as expressly provided in this Contract, the Consultant, does not acquire any rights in respect of any such intellectual property rights. The Consultant shall not during or at any time after the expiry or termination of this Contract in any way dispute or question the ownership by the Company of any such rights.
- 12.5 The Consultant undertakes on his own behalf and on behalf of his servants and agents, not to:-

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- (a) reproduce in any form or anything substantially similar or any part thereof;
- (b) make any changes, adaptations or translations to; or
- (c) exploit in any media;

any of the trademarks, tradenames, copyrights, patents and other intellectual property rights belonging to the Company except as provided by the terms and conditions of this Contract and except as the Company may authorize in writing (such consent not to be unreasonably withheld).

### **13 INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

13.1 The Consultant shall indemnify the Company and keep the Company fully and effectively indemnified against any and all costs, demands, expenses, suits, judgements, penalties and liabilities or obligations of whatsoever nature arising directly or indirectly out of or incurred by reason of the Consultant's act or default or any claim that the use or possession of the results of the Services or any item or things supplied by the Consultant or used by it for the purposes of this Contract infringes the intellectual property rights (including without limitation any patent, copyright, registered design or trademark) of any third party, subject to the following conditions:

13.1.1 the Company shall promptly notify the Consultant in writing of any allegation of infringement of which it has notice and will not make any admission of liability without the Consultant's prior written consent;

13.1.2 the Company shall allow the Consultant at its own expense to conduct and/or settle all negotiations and litigation resulting from any such claim provided that the conduct by the Consultant of any such negotiations or litigations shall be conditional upon the Consultant:

13.1.2.1 giving to the Company such reasonable security as shall from time to time be required by the Company to cover the amount ascertained or agreed or estimated, as the case may be, in respect of any compensation, damages, expenses and costs for which the Company may become liable;

13.1.2.2 taking over such conduct within a reasonable time after being notified of the claim in question;

13.1.2.3 the Company shall give to the Consultant all reasonable assistance, information and authority to conduct and/or settle such negotiations or litigations, and shall be reimbursed by the Consultant for any out of pocket expenses incurred in so doing.

13.2 If the Company's use or possession of any Documents, reports or items provided under the Services is held by a court to constitute an infringement of a third party's intellectual property rights or if the Consultant or the Company is advised by legal counsel that such use or possession is likely to constitute an infringement then the Consultant shall promptly and at its own expense :

13.2.1 procure for the Company the right to continue using or possessing any Documents, reports or items; or

13.2.2 rewrite, modify or replace the Documents, reports or items (without detracting from the Services in Specifications) so as to avoid the infringement in which event the Consultant shall compensate the Company for the amount of any direct loss and/or damage sustained or incurred by the Company during such modification or replacement.

Provided that if either of the actions set out in Clauses 13.2.1 and 13.2.1 above cannot be accomplished on reasonable terms the Consultant shall refund to the Company all payments already remitted to it under this Contract and this Contract will be terminated immediately. The Company may pursue all remedies available to it under the Contract, and at law for the Consultant's breach of this Contract, including compensating the Company to the extent of loss and damage sustained.

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### **14 PROTECTION AND NON-DISCLOSURE OF INFORMATION**

14.1 The Consultant shall not divulge, disclose, reveal, make public or use whether directly or indirectly, save with the prior written consent of the Company any:

14.1.1 information and/or knowledge of whatever nature relating directly or indirectly to the Company or any party comprised in the Company or its affiliated or associated companies; or pertaining to this Contract;

14.1.2 other materials, information or documents relating thereto which may be communicated to the Consultant or which the Consultant may acquire or any trade secrets or other confidential information which the Consultant may have received in connection with the provision of the Services; and

14.1.3 Documents produced or generated by the Consultant, his agents and servants in connection with the provision of the Services

and whether or not oral or in writing or otherwise, and whether or not stated to be confidential, all of the above of which are collectively referred to as the "Confidential Information", and shall be treated by the Consultant as strictly confidential, provided that this clause shall not apply to information which has come into the public domain otherwise than as a result of the Consultant's default.

14.2 Any Confidential Information, shall, at the Company's request, be forthwith returned to it or dealt with in a manner directed by the Company.

14.3 To ensure the secrecy and confidentiality attaching the Confidential Information, the Consultant shall

14.3.1 hold and keep in strictest confidence any and all such Confidential Information and will not disclose the same to any other company and will not disclose to any third party the Confidential Information or any part thereof without the Company's prior written approval; PROVIDED FURTHER THAT the Confidential Information may be disclosed to a governmental entity pursuant to legislative requirements;

14.3.2 undertake that the Consultant, his directors, officers and employees shall make use of the Confidential Information for the purpose set out in this Contract only;

14.3.3 take all steps and measures to minimize the risk of the disclosure of the Confidential Information by ensuring that only such representatives who are directly involved in the Project and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis;

14.3.4 keep separate the Confidential Information received, as well as all other information generated by the Consultant based thereon, from all documents and records kept by the Consultant;

14.3.5 not use, reproduce, transform or store any of the Confidential Information in an externally accessible computer or electronic retrieval system or transmit it in any form or by any means whatsoever outside of its place of business;

14.3.6 not to make copies of the Confidential Information except to the extent that the same is strictly required for the purpose of carrying out the duties and obligations in connection with the provision of the Services;

14.3.7 at the request of the Company made any time, promptly deliver up to the Company all documents and other material in the possession, custody or control of the Consultant that bear or incorporate any part of the Confidential Information under this Contract;

14.3.8 immediately advise the Company of any unauthorized disclosure, misappropriation or misuse by any person of any Confidential Information upon the Consultant having knowledge of the same. Unless



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waived in writing by the Company, the Consultant undertakes to proceed legally against any such person who is in breach of this Contract.

- 14.4 The Consultant shall not use any proprietary technical data, know-how and other Confidential Information provided by the Company save for the purposes of the Contract without the prior written authorisation of the Company even in the event of termination and/or expiry of the Contract.
- 14.5 The Consultant and his employees, agents and servants further acknowledge and agree that they shall comply with the provisions of the Official Secrets Act of Singapore, the Statutory Bodies and Government Companies (Protection of Secrecy) Act of Singapore, and any law applicable to the parties of this Contract in their corresponding jurisdiction.
- 14.6 The Consultant shall conform in all respects with the provisions of all laws of Singapore and shall keep the Company indemnified against all penalties and liabilities of every kind for the breach of any such laws.
- 14.7 The provisions of this Clause shall survive the termination of this Contract.

### **15 RIGHTS OF THE COMPANY IN THE EVENT OF DEFAULT BY THE CONSULTANT**

- 15.1 If the Consultant is in default in the performance of this Contract or delays or fails to fulfill any part or obligation under this Contract, the Company shall have the right to terminate the appointment of the Consultant under this Contract. In this regard, if the Consultant fails to proceed with the Contract with reasonable diligence within seven (7) days after a notice has been sent to the Consultant specifying the default, the Company shall be entitled to determine this Contract and to recover from the Consultant the amount of any loss resulting from such determination.
- 15.2 The exercise of any of the rights granted to the Company hereunder shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.
- 15.3 In the event of termination under Clause 15.1 above, the Company shall have the right to:-
- .1 keep all or any part of the Services provide to and accepted by the Company provided that in the event payment has yet to be made on those Services, the Company shall pay for the Services so kept;
  - .2 return all or any of the items already delivered to the Company and the Consultant shall refund forthwith to the Company any payment that has been made by the Company on such items returned by the Company; or
  - .3 purchase from other sources as it deems fit any or all the Services under the Contract or identical or similar Services from other sources and the Consultant shall bear all costs so incurred, if any.
- 15.4 Notwithstanding anything contained herein, the Consultant shall not be entitled to any other claim including but not limited to anticipated loss of profit and works-in-progress for the value of any of the Services not performed prior to the termination of the Contract.

### **16 SUSPENSION OR TERMINATION**

- 16.1 The Company shall, after giving thirty (30) days' notice in writing to the Consultant, without any reason, have the right to suspend or terminate the appointment of the Consultant under the Contract without being liable therefor in damages.
- 16.2 In the event of termination under the Clause 16.1 above, the Consultant shall be entitled to payment for that part of the Services that has been provided and accepted by the Company in accordance with the Contract prior to the date of termination.

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16.3 Notwithstanding anything contained herein, the Consultant shall not be entitled to any other claim including but not limited to anticipated loss of profit and works-in-progress for the value of any of the Services not performed prior to the termination of the Contract.

### **17 INSOLVENCY**

17.1 The Company may at any time by notice in writing immediately determine the appointment of the Consultant under the Contract without compensation to the Consultant in any of the following events:

- .1 if the Consultant, being an individual or, where the Consultant is a firm, any partner in that firm, shall at anytime become bankrupt, or shall have a bankruptcy order made against him, or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or
- .2 if the Consultant, being a company, shall pass a resolution, or any court shall make an order, that the Company shall be wound up (otherwise than for purpose of amalgamation or reconstruction), or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager or which entitle any court to make a winding up order or appoint a judicial manager; or
- .3 if the Consultant is insolvent or unable to pay his debts as they fall due.

Provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Company.

17.2 In the event of termination under Clause 17.1 above, the Company shall have the same right as stipulated in Clause 15.3.1 to Clause 15.3.3.

17.3 Any termination under Clause 17.1 above shall discharge the parties from any liability for further performance of the Contract and the Company shall be repaid forthwith any payment previously made on Services which have not been accepted by the Company and shall also recover from the Consultant the amount of any loss or damage sustained or incurred by the Company as a consequence of such termination.

### **18 GIFTS, INDUCEMENTS AND REWARDS**

18.1 The Company shall be entitled to determine the appointment of the Consultant under the Contract and to recover from the Consultant the amount of any loss resulting from such determination, if the Consultant shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Company or for showing or forbearing to show favour to any person in relation to any Contract with the Company, or if the like acts shall have been done by any person employed by the Consultant or acting on its behalf (whether with or without the knowledge of the Consultant) or if in relation to any Contract with the Company, the Consultant or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code or under the Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.

### **19 DEDUCTION FROM PAYMENT DUE**

19.1 The Company shall be entitled to withhold or deduct any payment due to the Consultant by reason of any default or breach of the Contract by the Consultant.

19.2 All costs, damages or expenses which the Company may have paid, for which under the Contract the Consultant is liable, may be deducted by the Company from any money due or becoming due to the Consultant under the Contract, without prejudice to the Company's rights for any other method of recovery of the same.

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### **20 LICENCES AND AUTHORISATIONS**

- 20.1 The Consultant shall obtain, prior to the commencement of any work under the Contract, all licences and/or authorisation and permits and other governmental authorizations, if any, required without any restrictions or qualifications whatsoever so as to enable the Consultant to fulfill all its obligations under the Contract. All related fees incurred shall be deemed to be included in the Contract Price.
- 20.2 The failure of the Consultant to obtain all the necessary licences and/or authorisation or the withdrawal of any governmental licences and/or authorisation or the disapproval of the continuance of the Contract by any government authorities mentioned in Clause 20.1 above shall entitle the Company to terminate the Contract forthwith without being liable in damages (including but not limited to loss of anticipated profits and any works-in-progress) and the Consultant shall refund forthwith all monies already paid in advance by the Company (less the price of any Services successfully accepted). Such refund shall be a debt due from the Consultant to the Company.

### **21 INDEPENDENT CONTRACTOR**

- 21.1 It is hereby agreed that the Consultant shall, at all times, act as an independent contractor in respect of the performance of the Services and nothing in this Contract is intended to create or to be construed as creating an agency, joint venture, partnership or employee relationship of any kind whatsoever between the Company and the Consultant. Neither party to this Contract shall enter into any contract, agreement or instrument on behalf of the other party and shall not represent, advise or convey to any third party whatsoever that such party has the authority to bind or contract on behalf of the other party.

### **22 ASSIGNMENT**

- 22.1 The Consultant shall not transfer or assign the Contract or any part of share, benefit or interest therein without the prior written consent of the Company.
- 22.2 Such consent if given by the Company shall not relieve the Consultant from any liability or obligation under the Contract, and he shall be responsible for the act, defaults and neglects of any sub-contractor, his agents, or servants as if they were the acts, defaults, or neglects of the Consultant, his agents or servants.
- 22.3 The Company is entitled, at any time, to assign, transfer or in any manner make over the benefits and/or burdens of this Contract to any other parties without the prior consent of the Consultant.
- 22.4 This party shall be binding upon the successors-in-title and permitted assigns of the respective parties hereto.

### **23 PUBLIC RELEASE OF INFORMATION**

- 23.1 The Consultant shall obtain in writing the prior approval and the consent of the Company before the release of any news items, article, publication, advertisement, prepared speech or any other information or material, pertaining to or related to any part or whole of this Contract including but not limited to the Services to be performed under this Contract, such prior approval shall be sought in reasonable time, failing which the Company shall be entitled to terminate this Contract and to recover from the Consultant the amount of any loss resulting from such termination.

### **24 MEDIATION AND ARBITRATION**

- 24.1 Notwithstanding anything in this Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to this Contract, or breach thereof no party shall proceed to litigation or another form of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

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- 24.2 A party who receives a notice for mediation from the other party shall consent and participate in the mediation process in accordance with Clause 24.1.
- 24.3 In the even that mediation is unsuccessful, any dispute arising out of or in connection with this Contract, including any questions regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) for the time being in force which rules are deemed to be incorporated by reference into this clause. The Tribunal shall consist of one (1) arbitrator to be appointed pursuant to the SIAC Rules. Either party shall, within thirty (30) days from the date of dispute, question or difference, notify the other party in writing the specific nature, the point of issue and the same shall be referred to the arbitrator.
- 24.4 The commencement of any arbitration proceedings under this Clause shall in no way affect the continual performance of the obligations of the Consultant under the Contract, except insofar as such obligations relate to the subject matter of such proceedings.
- 24.5 All mediation and arbitration proceedings shall be conducted in the English Language.

### **25 APPLICABLE LAW**

- 25.1 The Contract shall be deemed to be made in Singapore and shall be subject to, governed by and interpreted in accordance with the Laws of Republic of Singapore for every purpose.

### **26 VARIATION OF CONTRACT**

- 26.1 No variation in any part of the Contract shall apply thereto unless such variations are evidenced in writing and agreed upon by both parties.

### **27 WAIVER**

- 27.1 Unless the contrary is specifically and expressly provided for in this Contract:
- .1 Failure of the Company to enforce any provision or right of this Contract or failure to exercise any election shall not constitute a waiver of such provision, right or election.
  - .2 No waiver, election, renunciation or affirmation by the Company shall be effective unless it is expressly so stated in writing and signed by the Company’s authorised representatives.
  - .3 If there is any lawful reason for the Company’s exercise of a right, then the exercise of that right shall be lawful notwithstanding that it was stated to be exercised for a mistaken reason.
  - .4 All the rights of the Company in this Contract or otherwise are cumulative and the exercise of any right by the Company shall not be considered a waiver of an estoppel against the exercise of any other right by the Company.

### **28 THIRD PARTIES**

- 28.1 A person who is not a party to this Contract shall not have any right under the Contracts (Rights of Third Parties) Act to enforce any term of this Contract.

### **29 LANGUAGE**

- 29.1 All business and correspondence relating to this Contract, both written and verbal, shall be conducted in the English language.

## **C GENERAL CONDITIONS OF CONTRACT (FOR CONSULTANCIES)**

### **30 COMMUNICATION**

- 30.1 Any notice or other communication requesting information and clarification of any matters, sent by the Company or Consultant to either party shall be deemed to be properly sent if it is sent by hand, or under registered mail cover or by confirmed facsimile to the Consultant's or Company's address as specified in the Contract to the duly authorised representative unless otherwise stated.

### **31 REASONABLENESS**

- 31.1 Both parties agree that the clauses stated in this Contract are reasonable.

### **32 SURVIVAL**

- 32.1 All clauses of this Contract so intended to survive after termination or expiration of the appointment of the Consultant under the Contract shall survive such termination or expiration.

### **33 PERSONAL DATA PROTECTION**

- 33.1 The Consultant shall comply with the Personal Data Protection Act ("PDPA") and the Consultant will take such action to ensure that the Company will be in compliance with PDPA. Without limiting the foregoing, the Consultant shall:

- (i) process all and any personal data ("**Personal Data**") given by the Company or on behalf of the Company pursuant to this Contract for the purposes of performing this Contract only;
- (ii) at all times comply with the PDPA, including to:
  - a. implement appropriate security measures to protect Personal Data against unauthorised or unlawful processing, access, collection, use, disclosure, copying, modification, disposal or similar risks, and against accidental loss, destruction, damage, alteration or disclosure; and
  - b. cease retention of all documents and materials which contain Personal Data, or remove the means by which Personal Data can be associated with particular individuals, as soon as the Personal Data is no longer required for the purposes of performing this Contract; and
- (iii) obtain prior written consent from the Company before transferring any Personal Data outside of Singapore, or to any third parties.

The Consultant, for itself and on behalf of its employees, its contractors and agents and their respective employees (collectively "Representatives"), consents to the collection, usage, storage, process and disclosure by the Company of any Personal Data relating to the Consultant or its Representatives for the purpose of this Contract.