



General Terms and Conditions of Purchase of Goods and Services (Bell Group Asia Pte. Ltd)

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Terms and Conditions of Purchase of Goods and Services

1 Definitions

In this Agreement, the following words shall have the following meanings:

“Acceptance” means acceptance of the Deliverable by Bell or the Deliverable Recipient in accordance with the Acceptance Test Procedure or acceptance criteria;

“Acceptance Test Procedure” (“ATP”) means the process of measurement, examination, and other activities required to verify that a Deliverable supplied by the Supplier has been supplied in accordance with the Purchase Order including all applicable specifications;

“Agreement” means these terms and conditions of purchase, the applicable Purchase Order and/or Statement of Work;

“Applicable Laws” means, with respect to any Party, any and all applicable laws, legislation, regulations, codes of practice, or rulings, orders, or any form of decisions issued by, or requirements of, governmental, statutory, regulatory, supervisory or any court or tribunal with competent jurisdiction, whether in Singapore or elsewhere, as amended or modified from time to time, and to which such Party is subject;

“Background Materials” means materials, hardware, software, work, devices, documents (including specifications) information, methods, concepts, approaches, tools, generic industry information and/or item provided by either Party or the Deliverable Recipient and which is generated independently:

- a) of any Development Work; or
 - b) of the Supplier providing Services,
- either prior to or after the commencement date of the Development Work or the provision of such Services;

“Bell” means Bell Group Asia Pte. Ltd., whose registered address is at 109 North Bridge Road, #05-21, Singapore 179097, who is a subsidiary of Bell Procurement Management Limited and the purchaser of the Goods and/or Services from the Supplier;

“Change of Control” means when:

- a) a person who controls the body corporate ceases to do so; or
- b) another person acquires Control of the body corporate;

“Confidential Information” means, all information, disclosed by the Disclosing Party or its Representatives, pursuant to this Agreement, including but not limited to, financial, business or technical or other data and all other confidential information (whether written, oral, visual or in electronic form or in magnetic or other media):

- a) concerning the business and affairs of the Disclosing Party including its respective sub-contractors, suppliers, customers, clients or other contacts (as applicable) that the Receiving Party obtains, receives, or which it has access as a result of any discussions or dealings or which is learned by the Receiving Party through observations made during visits to any premises of the Disclosing Party; or
- b) which arises out of the performance of any Services;

“Control” means in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes or directions of that person:

- a) by means of the holding of shares, or the possession of voting power, in or in relation to that body corporate or any other body corporate; or
- b) as a result of any powers conferred by the articles of association or any other constitutional document regulating that body corporate or any other body corporate;

“Controller” means the definition under Part XIA of the Companies Act (Chapter 50) of Singapore;

“Data Protection Legislation” means the Personal Data Protection Act 2012 (Act 26 of 2012) of Singapore, as amended or modified from time to time;

“Deliverables” means Goods, Services and/or Software as applicable;

“Deliverable Recipient” means the end user customer of Bell;

“Delivery Duty Paid” (“D.D.P”) means, in accordance with the Incoterms 2010, that (a) the Supplier shall deliver the Goods to Bell cleared for import, (b) risk in the Goods shall pass to Bell upon delivery of Goods to the destination specified in the Purchase Order; (c) Supplier shall bear all costs, including but not limited to freight, shipping, duties and taxes required to deliver the Goods; (d) Supplier is liable for any loss or damage due to Supplier’s failure to preserve, package, handle or pack Goods; and (e) Supplier is responsible for insuring all Goods until risk in loss passes to Bell or the Deliverable Recipient;

“Development Work” means any development or customisation Services provided by the Supplier under the applicable Purchase Order;

“Disclosing Party” means a Party to this Agreement, that discloses or makes available Confidential Information directly or indirectly, to the Receiving Party under or in connection with this Agreement;

“Documentation” means documentation, if any, relating to the use of the Deliverables;

“Force Majeure” means any event which is beyond either Party’s control, which prevents or delays the performance of services and/or obligations under the Agreement. This shall include, however is not limited to, acts of God, flood or earthquake, war, civil commotion, terrorist attack, imposition of a sanction, embargo or breaking off a diplomatic relation. This shall exclude strikes or any other forms of industrial action by the Representatives or sub-contractors of that Party;

“Goods” means tangible equipment, including firmware, hardware, printers, computers, servers and any other hardware agreed by the Parties under this Agreement, their options, features, upgrades or peripheral products, related devices and equipment, related documentation, accessories, parts, or any combination of them;

“Good Industry Practice” means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person properly skilled and experienced in providing products and/or services similar to the Services;

“GST” means the goods and services tax of Singapore, imposed under the Goods and Services Tax Act (Chapter 117A) of Singapore, as amended or modified from time to time;

“Intellectual Property Rights” (“IPR”) means (a) patents, designs and trade marks (whether registered or unregistered), copyright, database rights and know how; (b) all other intellectual property rights and similar or equivalent rights anywhere in the world which currently exist or are recognised in the future; and (c) applications, extensions and renewals in relation to any such rights;

“Key Milestone” means where applicable, delivery date, ready for acceptance date, or any other important milestone identified within the applicable Statement of Work;

“Personal Data” means any data, whether true or not, about an individual who can be identified either from that data alone or from that data and other information to which the organisation has or is likely to have access, as defined under the Personal Data Protection Act 2012 (Act 26 of 2012) of Singapore;

“Purchase Order” means an order in respect of the Goods and/or Services issued by Bell to the Supplier which shall include requirements for the Goods and/or Services together with all documents referred to in it;

“Receiving Party” means a Party that receives or obtains Confidential Information, directly or indirectly, from the Disclosing Party under or in connection with this Agreement;

“Representatives” means the employees, officers, advisers, agents or representatives of the relevant Party;

“Services” means, but is not limited to, installation, maintenance, technical support, acceptance testing, and warranty provided by Supplier pursuant to the Purchase Order or Statement of Work;

“SIAC” means the Singapore International Arbitration Centre;

“Software” means any computer program (including any upgrade or new release) that has been developed and/or licenced by the Supplier and any associated Documentation;

“Statement of Work” means the various Statements of Work agreed in writing by the Parties from time to time setting out the Services, Deliverables, Key Milestone, timelines and charges for each work project to be undertaken by the Supplier in accordance with the terms of this Agreement;

“Supervisory Authority” means the Info-communications Media Development Authority, which is established by section 3 of the Info-communications Media Development Authority Act 2016 (Act 22 of 2016) of Singapore and designated as the Personal Data Protection Commission under section 5 of the Data Protection Legislation, which is responsible for the administration of the Data Protection Legislation;

“Supplier” means the company, firm, body or person to whom a Purchase Order is addressed;

“System” means a combination of Goods and Services which are integrated and operate together or are required to complete the objectives specified in the specifications, a project plan or Statement of Work and which are subject to Acceptance as a ‘system’ according to a Purchase Order;

“Virus” means any computer virus, spyware, disabling program (including worms and Trojan horses) or device;

“Warranty Period” means, unless Bell and Supplier otherwise agree in writing or in a Purchase Order, with respect to: (a) hardware product or system, a period of five (5) years; (b) Software Product or Documentation, a period of twenty four (24) months from the actual delivery date or Acceptance (whichever is later); and (c) Services, a period of three (3) months from the later of the date of performance of the Services or Acceptance (if applicable); and

“Working Day” means Mondays to Fridays, other than public holidays in Singapore, when the banks are open for business.

(Bell and the Supplier may each be referred to herein as a **"Party"** and together as the **"Parties"**)

2 Incorporation of Terms and Order of Precedence

- 2.1 These terms and conditions are incorporated into and shall govern the Purchase Order, excluding all other Supplier’s terms and conditions. No conduct by Bell shall be deemed to constitute acceptance of the Supplier’s terms and conditions.
- 2.2 Bell shall be entitled to amend these terms and conditions at any point without notice to the Supplier, and such amended terms and conditions will be referenced in all subsequent Purchase Orders raised by Bell and shall be valid and binding on the Parties.

3 Warrantly

- 3.1 Each Party warrants and represents that it has the power and authority to enter into this Agreement.
- 3.2 The Supplier warrants and represents that:
- (a) it is not (at the time of entering into this Agreement) involved in any litigation, process, contract or investigation that could materially impact on the ability of the Supplier to perform its obligations;
 - (b) it has obtained and shall obtain and maintain all permissions, licences and consents necessary and required under the Applicable Laws for the Supplier to supply Deliverables in accordance with the Purchase Order;
 - (c) it has carried on its business in compliance with all Applicable Laws and will continue to carry on its business in compliance in compliance with all Applicable Laws;
 - (d) the use, possession, marketing or selling of any Deliverable do not and will not infringe the IPRs of any third party; and
 - (e) all Documentation provided and, if applicable, any training given to Bell or any Deliverable Recipient shall be complete, accurate and enough to enable Bell and/or the Deliverable Recipient to make full and proper use of the applicable Deliverable.
- 3.3 The Supplier warrants and represents that the Deliverables provided shall:

- (a) conform to the quantity, quality, description, specification and standards stated or referred to in each Purchase Order;
 - (b) be of suitable materials and workmanship and executed with reasonable care and skill by suitably qualified and experienced personnel in accordance with Good Industry Practice;
 - (c) be similar in all respects to any samples, patterns or demonstration previously provided by the Supplier;
 - (d) comply with the Warranty Period;
 - (e) be safe and without risk to health when used in accordance with the relevant Documentation provided by the Supplier;
 - (f) if the purpose for which they are required is indicated in the Purchase Order, either expressly or by implication, be fit for that purpose; and
 - (g) comply with all Applicable Laws relating to such Deliverable.
- 3.4 In the event of a breach of any warranty, without prejudice to any other remedies available to Bell and/or the Deliverable Recipient under this Agreement or under the Applicable Laws, the Supplier shall pay all reasonable costs and expenses relating to:
- (a) the return of all affected Deliverables to the Supplier (including where applicable, de-installation) and repair or replacement;
 - (b) the delivery of additional Deliverables supplied by the Supplier required to remedy the breach of warranty (including where applicable, installation);
 - (c) the delivery of replacement Deliverables supplied by the Supplier to replace the affected Deliverables (including where applicable, installation);
 - (d) the operation and maintenance of the additional and/or replacement Deliverables; and
 - (e) any Services that Bell obtains from a third party, which Bell, at its sole and absolute discretion, considers necessary in the circumstances.
- 3.5 If the Supplier fails to comply with clause 3.4, then Bell or the Deliverable Recipient may correct, or arrange for a third party to correct, any defect or failure at the Supplier's sole cost.

4 Services

- 4.1 Both Parties shall perform their obligations in accordance with:
- (a) the provisions of this Agreement;
 - (b) any Statements of Work or Purchase Order; and
 - (c) the Applicable Laws.
- 4.2 In the event that Bell permits the Supplier to sub-contract any of its obligations under this Agreement, the Supplier shall remain liable for the performance of its obligations under this Agreement and the Supplier shall procure that the sub-contractor complies with the obligations of the Supplier under this Agreement. The Supplier shall contractually impose terms which are no less onerous, than those contained in this Agreement, in its contract with its permitted sub-contractor(s). To this end, the Supplier agrees that any action, omission or breach by its permitted sub-contractor(s) will be treated as the action, omission or breach by the Supplier for the purposes of this Agreement.
- 4.3 The Supplier shall keep Bell informed as to the progress of the carrying out of the Services and the Supplier shall perform the Services and deliver the Deliverables in accordance with the timing requirements of Bell as set out in any Purchase Order or Statement of Work or as communicated in writing between the Parties from time to time. If the Supplier becomes aware of any circumstances which may prevent the Services from being performed and/or the Deliverables from being delivered, in accordance with the timing requirements of any Purchase Order or Statement of Work or subsequent written amendment or communication, the Supplier shall immediately notify Bell of such delay forthwith.
- 4.4 Subject to clause 4.5, if the Supplier fails to meet a Key Milestone, Bell shall be entitled to claim any loss caused by such delay from the Supplier. Without prejudice to any other remedy available in this Agreement, Bell may at its option terminate the applicable Purchase Order or Statement of Work upon failure to meet a Key milestone.

- 4.5 Where the Supplier is providing Services, if at any time the Supplier anticipates that a Key Milestone for any such Services will not be met, the Supplier shall immediately inform Bell in writing, and shall (i) propose all potential solutions, including an increase in resources by the Supplier or a reduction of the charges payable in respect of such Services; and (ii) submit a proposed change to the delivery date that reflects the Supplier's best estimates of a new realistically achievable delivery date. Any proposal submitted by the Supplier under this clause 4.5 shall be subject to agreement by Bell and/or the Deliverable Recipient in writing before any proposed change(s) will be in effect and binding on the Parties.
- 4.6 If requested by Bell, the Supplier shall perform installation of the Deliverable at no charge to Bell and/or the Deliverable Recipient. Bell and/or the Deliverable Recipient shall have the right to observe the installation and check that such installation is carried out and completed by the Supplier in accordance with the specifications or the Deliverable Recipient's quality assurance requirements.
- 4.7 Any failure by the Supplier in respect of the performance of the Services shall entitle Bell to service credits on the terms and in the manner agreed within the Service Level Agreement, detailed within the applicable Statement of Work.
- 4.8 Where applicable, all documentation and training related to the Services and Deliverables shall be provided in English, unless directed otherwise by Bell. Such training shall be provided at a mutually agreed charge.
- 4.9 At the request of Bell, the Supplier shall assign a designated point of contact to supervise the performance of the Services in accordance with this Agreement, the Purchase Order and/or the Statement of Work, as applicable.
- (a) The Supplier shall not change its designated point of contact without first notifying Bell in writing.
 - (b) If, in the reasonable opinion of Bell or the Deliverable Recipient, the performance or conduct of the designated point of contact has been unsatisfactory, Bell or the Deliverable Recipient may request the Supplier to replace the designated point of contact and, will inform the Supplier of its reason for such request. On receipt of such notice, the Supplier shall either confirm the request and promptly replace the designated point of contact with a person of at least the equivalent skill and training or, if the request is disputed, the Parties will immediately discuss and agree a mutually acceptable way to address the issue.
 - (c) The details of project management, key members of the project team and any progress reports shall be set out in a project plan or similar document as agreed between the Parties.

5 Delivery

- 5.1 Goods shall be delivered D.D.P.
- 5.2 Packages of Goods must bear the description and quantity of the contents and Bell's Purchase Order number.
- 5.3 Bell has no obligation to return cases, cartons, boxes, wrapping and other containers the Goods were delivered in, and it is the sole responsibility of the Supplier to remove and dispose of all cases, cartons, boxes, wrapping, containers and other packaging related to the Goods from the delivery location.
- 5.4 Bell will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention or transit or non-delivery.
- 5.5 The Supplier agrees on request to provide Bell with any necessary declarations and documents relating to the Goods, including but not limited to the origins of the Goods.

6 Risk and Title

- 6.1 Title to the Goods shall pass to Bell on delivery to the place specified in the Purchase Order. This shall be without prejudice to any right of rejection or other right which may accrue or have accrued to Bell under these terms and conditions or otherwise.
- 6.2 All Goods rejected or returned by Bell and/or the Deliverable Recipient for any reason shall be at the risk of the Supplier upon being collected by the Supplier and during transit back to the Supplier.
- 6.3 No retention of title shall be enforceable against Bell and/or the Deliverable Recipient.

- 6.4 Any designs, drawings, materials, specifications and other items which may be supplied by Bell or the Deliverable Recipient shall be maintained by the Supplier, kept confidential and not be used for any purpose other than carrying out the Supplier's obligations under this Agreement and any associated Purchase Order, and shall be promptly returned or delivered to Bell upon request. In the circumstances, the Supplier shall not be entitled to retain any copies any such designs, drawings, materials, specifications or other items supplied by Bell or the Deliverable Recipient in relation to this Agreement.

7 Price and Payment

- 7.1 Following receipt of a valid invoice from the Supplier, Bell shall pay the agreed charges and the applicable GST (if required) as per the Purchase Order.
- 7.2 If:
- (a) the invoices submitted by the Supplier to Bell are undisputed, payments will be made by Bell within sixty (60) days after the last day of the calendar month in which Bell receives a valid invoice; or
 - (b) any invoice submitted by the Supplier to Bell is disputed by Bell, the Parties will discuss and mutually resolve the dispute of any invoice, and once resolved, payment will be made by Bell in respect of that invoice within sixty (60) days after the last day of the calendar month in which the dispute of the invoice was resolved.
- 7.3 Failure to make payment within the specified period shall incur interest at an annual rate of 2% above the base rate of Barclays Bank Plc, which will be calculated from the date of default of the payment to the date of actual payment.
- 7.4 Bell shall not be liable for any GST, costs, penalties, interest or other charges arising from any incorrect treatment of GST by the Supplier of any supply hereunder, save to the extent that Bell is able to recover such costs from the Inland Revenue Authority of Singapore, and the Supplier shall indemnify and keep indemnified Bell against such costs which Bell is not able to recover.
- 7.5 The Supplier shall clearly mark the Purchase Order number on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating to them.
- 7.6 Bell may set off and withhold invoiced amounts against any debt or sum owing to Bell by the Supplier in connection with any accepted Purchase Order.

8 Withholding Tax

In the event that any withholding tax or deduction is required to be paid by Bell under the Applicable Laws, Bell shall pay the charges net of the withholding or deduction to the Supplier.

9 Acceptance of Deliverable

Bell or the Deliverable Recipient may define an ATP (which may include, where appropriate, network stability periods) and supply a copy to the Supplier. The Supplier shall be responsible for ensuring that the Deliverables achieve Acceptance in accordance with the ATP.

10 Confidentiality

Each Party shall:

- 10.1 protect the Confidential Information of the Disclosing Party and, in doing so, must use no less than the equivalent degree of care that such Party applies to its own Confidential Information which shall in no case be less than a reasonable standard of care;
- 10.2 have internal systems to ensure that Confidential Information is stored and handled in such a way as to prevent unauthorised disclosure;
- 10.3 only use the Confidential Information solely for the purposes of carrying out the obligations under this Agreement and shall ensure that its Representatives and sub-contractors shall not use, disclose, transfer, duplicate, reproduce or retain, directly or indirectly, the Confidential Information (whether in whole or in part) in violation of this Agreement;
- 10.4 restrict access to the Confidential Information to its Representatives and sub-contractors on a strictly need-to-know basis for the purposes of carrying out the obligations under this Agreement;

- 10.5 procure that its Representatives and sub-contractors do not disseminate, copy, employ, exploit, adapt, modify or in any other manner whatsoever or utilise the Confidential Information other than strictly for the performance of the obligations under this Agreement. For the avoidance of doubt, any breach of this clause 10 by any of the Receiving Party's Representatives and/or sub-contractors will be treated as a breach by the Receiving Party.
- 10.6 The obligations contained in Clauses 10.1 to 10.5 shall not apply to any Confidential Information which:
- (a) is lawfully in the possession of the Receiving Party prior to receipt from the Disclosing Party, as reasonably evidenced in writing;
 - (b) is or becomes publicly known, other than as a consequence of a breach of this Agreement;
 - (c) can be reasonably evidenced by written records that it has been developed independently by the Receiving Party without access to, use of, or incorporation of the Confidential Information;
 - (d) is required to be disclosed by a court of competent jurisdiction or operation of law, provided the Receiving Party, where reasonably practicable, provides notice to the Disclosing Party prior to such disclosure; and
 - (e) is received from a third party without breach of any other relevant confidentiality obligations.
- 10.7 For the avoidance of doubt and pursuant to clause 10.6 (b), information will not be considered to be in the public domain, by it being known to a few of those people to whom it might be of commercial interest.

11 Data Protection

- 11.1 The Supplier acknowledges that all Personal Data shall be the property of Bell or the Deliverable Recipient, and Bell or the Deliverable Recipient reserves all rights which may subsist in the Personal Data.
- 11.2 The Supplier will only process Personal Data for the provision of the Services with the express written consent and instructions of Bell or the Deliverable Recipient in writing and in accordance with the Data Protection Legislation.
- 11.3 If at any time the Supplier believes that Personal Data has been lost or corrupted in any way, for any cause, the Supplier shall notify Bell immediately and:
- (a) take all actions as may be required by the Data Protection Legislation and provide Bell with reasonable assistance in relation to Bell's obligations;
 - (b) maintain a record of all information relating to the breach, including the results of its own investigations and authorities' investigations; and
 - (c) co-operate with Bell and take all measures as necessary to prevent future breach from occurring again.
- 11.4 In the event that the Personal Data is lost or corrupted or sufficiently downgraded due to the Supplier's negligence or default, in addition to any other remedies which may be available under the Applicable Laws, Bell shall have the option to:
- (a) immediately require the Supplier at its own expense to restore the Personal Data and the Supplier shall use its best endeavours to do so within any timeline stipulated by Bell; or
 - (b) itself restore or procure the restoration of Personal Data and require the Supplier to reimburse Bell for all costs incurred in doing so.
- 11.5 The Supplier will not inform an individual or third party of any Personal Data breach without first obtaining Bell's prior written consent, except when required to do so under the Data Protection Legislation.
- 11.6 The Supplier will enter into a data processing agreement with Bell for the processing of Personal Data, as and when required to by Bell.

12 Indemnity

- 12.1 Each Party shall indemnify the other Party for breach of IPRs, Confidentiality, death or personal injury, breach of clause 14 ('Anti-Bribery and Corruption') and any other liability which cannot be limited or excluded by law.
- 12.2 The Supplier shall keep Bell indemnified against any of the following claims without any limitation of its liabilities:

- (a) loss or damage to any moveable or immovable property (including any third-party property);
- (b) for breach of any obligations implied by Section 12 of the Sale of Goods Act (Chapter 393) of Singapore and Section 2 of the Supply of Goods Act (Chapter 394) of Singapore;
- (c) breach of clause 17 ('Virus');
- (d) breach of clause 11 ('Data Protection'); and
- (e) breach of any Applicable Laws.

- 12.3 The Supplier will keep Bell indemnified in respect of all loss, damage, injury, costs and expenses (including but not limited to all legal costs or attorney's fees on a full indemnity basis) which result, directly or indirectly, from defective Goods, fault, workmanship, design or construction of the Goods and the performance of the Services. At Bell's option, the Supplier will refund, repair, replace or reinstate any defective Goods free of charge.
- 12.4 Without prejudice to clauses 12.1 and 12.2, in no event shall either Party be liable for any indirect, incidental, special or consequential damages, loss of anticipated savings, loss of business, economic loss, loss of profit or loss of goodwill of the other Party.

13 Limitation of Liability

- 13.1 Subject to clause 12.1, Bell's aggregate liability for all loss or damages under the Purchase Order shall be limited to one hundred percent (100%) of the charges paid under each applicable Purchase Order.
- 13.2 Subject to clauses 12.1 and 12.2 and any indemnities herein, the Supplier's aggregate liability for all loss or damages under the Purchase Order, shall be limited to two hundred percent (200%) of the charges paid under each applicable Purchase Order.

14 Anti-Bribery and Corruption

- 14.1 Each Party, including its Representatives and sub-contractors (as applicable), shall:
- (a) act in accordance with all Applicable Laws, in particular, the Prevention of Corruption Act (Chapter 241) of Singapore, relating to bribery and corruption;
 - (b) not do, or omit to do, anything likely to cause the other Party to be in breach of the Applicable Laws, in particular, the Prevention of Corruption Act (Chapter 241) of Singapore;
 - (c) not give, promise, receive or request any bribes (financial or other advantage), including but not limited to in relation to any public official;
 - (d) maintain an effective anti-bribery (including gift and hospitality) compliance programme, designed to ensure compliance with the Applicable Laws, in particular, the Prevention of Corruption Act (Chapter 241) of Singapore, including the monitoring of compliance and detection of violations; and
 - (e) reasonably assist the other Party, to comply with obligations related to bribery and corruption required by Applicable Laws, in particular, the Prevention of Corruption Act (Chapter 241) of Singapore. Any related costs shall be borne by the Party requesting assistance.
- 14.2 The Supplier shall promptly notify Bell of any allegation of fraud, bribery or corrupt practices made against the Supplier in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations, at any time during the term of this Agreement.
- 14.3 Each Party hereby indemnifies the other Party and its Representatives and affiliates against all losses which they may suffer as a result of a breach or deemed breach of this clause by the Party granting the indemnity.

15 Compliance with the Applicable Laws

The Supplier shall comply, and shall procure that (a) its Representatives; and (b) those employees and agents of the Supplier's current or prospective sub-contractors comply, with the provisions of all Applicable Laws, including but not limited to the Workplace Safety and Health Act (Chapter 354A) of Singapore and the Environmental Public Health Act (Chapter 95) of Singapore.

16 Licensed Software

- 16.1 In the event that Bell wishes to procure Software pursuant to a Purchase Order, the Supplier grants to Bell a non-exclusive, irrevocable, perpetual licence to use, execute, store and display the object code version of the Software, on behalf of Bell and the Deliverable Recipient, in accordance with the type of Licence selected under the applicable Purchase Order.
- 16.2 The Supplier shall be responsible for the transfer of any applicable End User Licence Agreements to Bell or the Deliverable Recipient.

17 Virus

- 17.1 The Supplier shall ensure that:
- (a) it has not knowingly or intentionally introduced a Virus into any products or Software on Bell or the Deliverable Recipient's network; and
 - (b) it has taken precautions in accordance with industry best practice to ensure that no Virus is contained in any products or Software including ensuring that industry leading Virus protection software is kept up to date.
- 17.2 If the Supplier finds a virus in any products or software which have been provided under this Agreement, the Supplier shall at its own cost:
- (a) immediately report its findings to Bell and provide all information reasonably requested by Bell on behalf of the Deliverable Recipient in relation to that Virus;
 - (b) promptly take all steps necessary to eliminate the Virus from the affected Deliverable and prevent re-introduction of the Virus;
 - (c) provide all necessary assistance to the Bell and the Deliverable Recipient, to minimise the effects of a Virus on the Deliverable Recipient's network; and
 - (d) if the Virus results in a loss of data or has an impact on the operation of the products and/or Software, the Supplier shall, at its own cost, mitigate the loss, restore the data and ensure the operation of the affected product, Software and/or the Deliverable Recipient's network is remedied.

18 Intellectual Property Rights

- 18.1 Each Party retains all rights in any Background Materials. Nothing in this Agreement or use of the other Party's IPR shall be construed as a transfer or grant of any interest in such rights.
- 18.2 All rights, title and interest in any Deliverable created by the Supplier and/or its employees and all rights, title and interest in any IPRs developed hereunder, excluding third party IPR, are hereby, upon any employee's creation thereof, transferred and assigned to Bell or the Deliverable Recipient.
- 18.3 Each Party shall indemnify the other Party and hold it harmless on demand, from and against all direct actions, claims, liabilities, demands, proceedings, costs (including reasonable legal costs) suffered or incurred by the other Party arising by reason of claims that the possession or use of the other Party's IPR in connection with the provision of the Services infringes the IPR of a third party.
- 18.4 Without prejudice to clause 18.3 where any claim causes Bell or the Deliverable Recipient's quiet enjoyment of Deliverables or any part thereof to be disrupted or impaired, the Supplier shall at its own cost and expense and at Bell's or the Deliverable Recipient's option:
- (a) procure for the benefit of Bell or the Deliverable Recipient the right to continue to use and exploit the Deliverable without disruption or impairment;
 - (b) modify the infringing Deliverable(s) so that it becomes non-infringing provided that whenever practicable such modifications are in accordance with the specification agreed between the Supplier and Bell and/or the Deliverable Recipient and are made in a reasonable time; or
 - (c) cancel all outstanding Purchase Orders or Statements of Work for each such Deliverable(s) that are subject to the claim and have any infringing Deliverables returned to the Supplier at the Supplier's expense. The Supplier shall repay Bell the full price paid for any affected Deliverable, including the GST (where applicable) paid, that is returned or is in, Bell's opinion not usable by Bell or the Deliverable Recipient.

19 Termination

- 19.1 Without prejudice to clause 19.2, Bell may terminate this Agreement at any time with immediate effect if:
- (a) a resolution is passed, or an order is made for the winding up (or equivalent order in the relevant jurisdiction) of the Supplier, otherwise than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction;
 - (b) the Supplier becomes subject to an administration order; a liquidator, receiver or administrative receiver or similar is appointed over any of its property or assets;
 - (c) the Supplier enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent or ceases to be able to pay its debts as they fall due;
 - (d) the Supplier commits a breach under clause 14 (Anti-Bribery and Corruption);
 - (e) the Supplier is subject to investigations by the relevant authorities due to a breach of any Applicable Laws;
 - (f) if a Force Majeure Event continues for a period of thirty (30) days; or
 - (g) If the Supplier is subject to a Change of Control.
- 19.2 Either Party shall be entitled to terminate this Agreement and/or a Purchase Order at any time with immediate effect if the other Party is in material breach of any provision(s) of this Agreement, which is either (a) not capable of remedy; or (b) being capable of remedy, has not been remedied within thirty (30) days after written notice from the other Party.

20 Audit

- 20.1 The Supplier shall keep full and accurate records (where applicable) of all processes, personnel, equipment, number of licences and premises used in performing its obligations in connection with this Agreement (collectively, the “**Records**”) for a period of six (6) years from their date of production.
- 20.2 The Supplier shall:
- (a) allow Bell and/or its Representatives, access on any Working Day and upon giving reasonable notice, to such Records (including the right to make copies thereof) and any equipment or premises; and
 - (b) provide all reasonable assistance for the purposes of auditing the Supplier’s compliance with this Agreement.
- 20.3 If any audit or inspection by or on behalf of Bell reveals any non-compliance by the Supplier of its obligations pursuant to this Agreement and/or the Purchase Order, Bell shall, without prejudice to any other remedies it may have under the Applicable Laws, require the Supplier to:
- (a) remedy the cause of such non-compliance as soon as reasonably practicable to the satisfaction of Bell; and
 - (b) promptly reimburse Bell all costs and expenses relating to such audit or inspection (including those of third-party advisors).

21 Assignment and Sub-Contracting

- 21.1 The Supplier shall not transfer, assign or sub-contract this Agreement without Bell’s prior written consent, such consent not to be unreasonably withheld or delayed. Any such consent shall not relieve the Supplier of any of its obligations under this Agreement.
- 21.2 Bell shall be entitled to assign the benefit of this Agreement and any Purchase Order with written notice to the Supplier (without obtaining Supplier’s prior written consent).

22 Insurance

- 22.1 The Supplier must take out and maintain in effect the following insurance policies with a reputable insurance company:
- (a) public liability insurance;
 - (b) professional indemnity insurance;

- (c) property-related insurance including but not limited to fire insurance and theft insurance relating to the Supplier's property, plant, machinery, equipment, stocks, furniture, fixtures and fittings;
 - (d) work injury compensation insurance for the Supplier's employees; and
 - (e) any other insurance policy required to be held by the Supplier under the Applicable Laws.
- 22.2 The amount of coverage for each insurance policy to be taken out and maintained by the Supplier shall be an amount that is commercially prudent and reasonable or such amount that is required under the Applicable Laws.
- 22.3 Bell reserves the right at any time to require the Supplier to vary the amount of coverage for any insurance policy taken out and maintained by the Supplier to an amount that is above the required amount prescribed under the Applicable Laws, and the Supplier must comply with any such direction given by Bell in that regard.
- 22.4 The Supplier shall provide Bell with a copy of all of its insurance policies upon reasonable request.

23 Notices

- 23.1 Any notice or other document to be served under this Agreement must be in writing and may be delivered or sent by prepaid first-class letter post or facsimile transmission.
- 23.2 Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission, at the time of transmission.

24 Severability

If any provision(s) under this Agreement are deemed or found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed omitted, all other provisions shall remain in full force and effect.

25 Non-Solicitation

The Parties undertake (for themselves and for their respective affiliates) that they shall not employ (whether as employee or consultant) solicit or entice away the employees of the other Party for the duration of any Purchase Order and for a period of twelve (12) months after the performance of the last Purchase Order.

26 Prevention of Human Trafficking Act

- 26.1 In performing its obligations under this Agreement, the Supplier shall comply, and shall procure that all its Representatives comply, with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Prevention of Human Trafficking Act 2014 (No. 45 of 2014) of Singapore.
- 26.2 Where the Supplier had sub-contracted any of its obligations to the permitted sub-contractors, the Supplier shall ensure that all permitted sub-contractors shall comply with all such laws.

27 Third Party Rights

A person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore.

28 Force Majeure

- 28.1 Neither Party shall be liable for the failure to perform its obligations under this Agreement, if such failure results from circumstances of a Force Majeure Event beyond that Party's reasonable control. For the avoidance of doubt, the occurrence of a Force Majeure Event shall not preclude Bell's obligation to pay any charges which are due and payable under this Agreement.
- 28.2 Each Party shall use all reasonable endeavours to limit the effects of any Force Majeure Event.
- 28.3 Each Party agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event, such notice to contain details of the circumstances giving rise to the Force Majeure Event.

29 General

- 29.1 These terms and conditions shall be without prejudice to any condition, warranty (expressed or implied), or any other right or remedy to which Bell is entitled to by virtue of statute or common law.
- 29.2 The Supplier has been engaged on a non-exclusive basis and nothing in this Agreement places an obligation on Bell to place a minimum order value or issue any minimum number of Purchase Orders to the Supplier.
- 29.3 Bell shall not be bound by any variation, waiver of, or addition to these terms conditions unless agreed in writing and signed by a duly authorised Representative of Bell.
- 29.4 The Supplier shall comply with Bell supplier charter and any applicable Bell or Deliverable Recipient policies provided by Bell from time to time.
- 29.5 This Agreement shall have precedence over any conditions appearing on any quotation, acceptance form, delivery form, invoice or other document or letter emanating from the Supplier and such conditions shall have no effect unless they are expressly accepted by Bell in writing.

30 Governing Law and Dispute Resolution

- 30.1 This Agreement shall be governed by Singapore law and the Parties hereby submit to the exclusive jurisdiction of the courts of Singapore.
- 30.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the SIAC in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- 30.3 The seat of the arbitration shall be Singapore.
- 30.4 The Tribunal shall consist of one (1) arbitrator.
- 30.5 The language of the arbitration shall be English language.