

Standard Terms and Conditions

1. TERM

The Sub-Consultant shall provide the Services to BMT Singapore Pte. Ltd. from the date this letter is signed by both parties and shall continue for the duration set out in the Particulars unless this agreement is terminated by the Consultant giving the Sub-Consultant not less than 7 days prior written notice or as otherwise provided in this letter.

2. DUTIES

- 2.1 The Sub-Consultant shall use its best endeavours to promote the interests of the Consultant and any other company in its group by carrying out the duties for the Consultant set out in the Particulars (the "Services").
- 2.2 The Sub-Consultant is responsible to provide the resources agreed for the performance of the Services. If the agreed resource is unable to perform the Services due to illness or injury the Sub-Consultant shall notify the relevant Consultant contact as soon as reasonably practicable.
- 2.3 The Sub-Consultant must comply with the Consultant's policies on Health and Safety, business ethics and any other policy relevant to the Services (for example end-client policies that the Consultant must abide by).
- 2.4 With prior written approval from the Consultant, the Sub-Consultant may appoint a suitably qualified substitute to perform the Services where the agreed resources is not available, subject to the terms of this Agreement, including Confidentiality.
- 2.5 The Sub-Consultant shall ensure that any agreed resources are always available on reasonable notice to provide assistance or information as the Consultant may require.
- 2.6 The Sub-Consultant have no authority (and shall not hold yourself out as having authority) to bind the Consultant.
- 2.7 The Sub-Consultant must comply with the Consultant's anti-corruption and bribery policy and procedures and the Singapore Prevention of Corruption Act, Chapter 241 (PCA). Failure to do so may result in the immediate termination of this agreement.
- 2.8 In relation to an end-client contract (the "Main Contract"), the Sub-Consultant shall comply with such Main Contract and shall do nothing to put the Consultant in breach of the Main Contract.

3. FEES AND EXPENSES

- 3.1 The Consultant will pay the Sub-Consultant a fee exclusive of GST or similar sales tax. The Fee is set out in the Particulars. The Sub-Consultant shall submit invoices to the Consultant for the Services as set out in the Particulars. The Consultant will pay such invoices within 30 days of receipt of payment by the end-client for the services performed by you. In the event of non-payment by the end-client due to the Sub-Consultant work being performed inadequately, this agreement shall not infer, imply nor constitute a liability on the Consultant.
- 3.2 The Consultant shall reimburse those expenses agreed in advance as necessary for the proper performance of the Services within 60 days of receipt of a valid invoice and all relevant receipts.
- 3.3 The Consultant is entitled to deduct from any sums payable to the Sub-Consultant that the Sub-Consultant may owe the Consultant or any other company in its group at any time.

4. OTHER ACTIVITIES

The Sub-Consultant may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place the Sub-Consultant in a conflict of interest with the Consultant. However, the Sub-Consultant may not be involved in any capacity with a business in relation to the Particulars which does or could compete with the business of the Consultant without the prior written consent of the Consultant.

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5. CONFIDENTIAL INFORMATION AND CONSULTANT PROPERTY

- 5.1 The Sub-Consultant shall not use or disclose to any person either during or at any time after engagement by the Consultant, any confidential information about the business or affairs of the Consultant or any other company in its group or any of its business contacts, or about any other confidential matters which may come to the Sub-Consultant knowledge in the course of providing the Services. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Consultant or any other company in its group or any of its or their business contacts, including the end client of the Consultant.
- 5.2 The restriction in clause 5.1 does not apply to:
- (a) any use or disclosure authorised by the Consultant or as required by law; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.
- 5.3 All documents, manuals, hardware and software provided for the Sub-Consultant use by the Consultant, and any data or documents (including copies) produced, maintained or stored on the Consultant's computer systems or other electronic equipment, remain the property of the Consultant.

6. DATA PROTECTION

The Sub-Consultant will comply with the Consultant's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Consultant.

7. INTELLECTUAL PROPERTY

- 7.1 The Sub-Consultant hereby assign to the Consultant all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Consultant. You agree promptly to execute all documents and do all acts as may, in the opinion of the Consultant, be necessary to give effect to this clause 7.
- 7.2 You hereby irrevocably waive all moral rights under the Singapore Copyright Act 2014 (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

8. INSURANCE AND LIABILITY

- 8.1 The Sub-Consultant shall indemnify the Consultant and any other company in its group for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you, or any substitute engaged under this agreement, of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the period of this agreement adequate insurance cover with reputable insurers acceptable to the Consultant. Without limiting the obligations and responsibilities to indemnify the Consultant under this clause, the Sub-Consultant shall take out and maintain proper and adequate professional liability insurances in an amount not less than the greater of five times the value of the fees or the sum of SGD 1,000,000. The Sub-Consultant acknowledges that the Sub-Consultant currently holds a policy of professional indemnity insurance for the greater amount of five times the value of the fees or the sum of SGD 1,000,000. The Sub-consultant shall provide a certificate of insurances evidencing such coverage at the request of the Consultant. The Sub-Consultant shall take all reasonable endeavours to maintain a similar policy of insurances for six years after the completion of the services. The Sub-Consultant shall also maintain proper and adequate insurance in respect of its staff employed in conduct of this assignment to fully satisfy the relevant Labour Laws.
- 8.2 Neither Party shall be liable to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or for any other cause of action, arising under or in connection with this Agreement for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damaged to goodwill; loss of use or corruption of software, data or information; or any indirect or consequential loss.

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9. TERMINATION AND SUSPENSION

9.1 The Consultant may at any time terminate the Agreement with immediate effect with no liability to make any further payment to the Sub-Consultant (other than in respect of any accrued fees or expenses at the date of termination) if:

- (a) On providing 7 days' written notice of termination to the Sub-Consultant; or
- (b) The Sub-Consultant is in material breach of any of its obligations under this agreement and has not remedied within fourteen (14) days after informed by the Client; or
- (c) The Sub-Consultant wilfully neglects to provide or fails to remedy any default in providing the Services and/or is unable to provide a suitable replacement within fourteen (14) days after informed by the Client.

9.2 Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of those rights.

9.3 The Consultant may direct the Sub-Consultant to suspend all or part of the Services immediately. The Consultant has no liability for any costs arising directly from suspension, and payment will only be due for Services properly provided up to the suspension date.

10. OBLIGATIONS ON TERMINATION

Any Consultant property in the Sub-Consultant possession and any original or copy documents obtained by the Sub-Consultant in the course of providing the Services shall be returned to the Consultant at any time on request and in any event on or before the termination of this agreement. The Sub-Consultant also undertake to irretrievably delete any information relating to the business of the Consultant or any other company in its group, stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Consultant. For the avoidance of doubt, end-client property and information shall be deemed to be Consultant property for the purpose of this clause and the same provisions apply.

11. STATUS

11.1 The Sub-Consultant will be an independent contractor and nothing in this agreement shall render the Sub-Consultant an employee, worker, agent or partner of the Consultant and you shall not hold yourself out as such.

11.2 The Sub-Consultant shall be fully responsible for and indemnify the Consultant against any liability, assessment or claim for:

- (a) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Sub-Consultant or any substitute against the Consultant arising out of or in connection with the provision of the Services.

The Consultant may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

12. VARIATION

This agreement may only be varied by a document signed by the Consultant and the Sub-Consultant.

13. THIRD PARTY RIGHTS

No person other than the Consultant and the Sub-Consultant shall have any rights under it.

14. SUPPLIER CODE OF CONDUCT

The Supplier acknowledges that it has reviewed the Supplier Code of Conduct available at <https://www.bmt.org/media/10956/supplier-code-of-conduct.pdf>, as amended from time to time, and agrees to comply with it in the performance of the Goods or Services.

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15. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws set out in the Particulars. The courts as defined in the Particulars shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).