RFP NO: 20261102

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1 DEFINITIONS

1.1 For the purposes of this Contract (defined below), the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "**NKF**" means The National Kidney Foundation and includes any officer or other person authorized by NKF to act on its behalf.

(b) "**Conditions of Request For Proposal**" means the terms and conditions of a valid RFP issued by NKF to the Contractor for the purpose of inviting the Contractor to submit its proposal for the Goods.

(c) "**Contractor**" means the successful Vendor who has been awarded this Contract by NKF to supply the Goods.

(d) "**Contract**" means this contract between NKF and the Contractor for the supply of the Goods in accordance with these Conditions of Contract, Requirement Specifications, Conditions of Request for Proposal, Price Schedule, Letter of Acceptance and all documents referred to therein together with the Contractor's formal acceptance thereof, or where a separate formal agreement is entered into, such agreement between NKF and the Contractor, with any authorized variations if executed between NKF and the Contractor.

(e) "**Contract Price**" means the total price payable to the Contractor under this Contract for the supply of Goods.

(f) "**Goods**" means all goods, including parts and units thereof, in such quantities and with such specifications as may be stipulated under this Contract, which the Contractor is required to supply under the Contract.

(g) "**Infectious Disease**" means any disease specified in the Infectious Diseases Act (Cap. 137) and includes any other disease that is caused or suspected to be caused by a micro-organism or any agent of disease; and that is capable or is suspected to be capable of transmission by any means to human beings.

(h) "**Letter of Acceptance**" means the letter in a form prescribed by NKF executed by the Contractor upon being offered the Contract.

(i) "**Price Schedule**" means the form setting out the agreed price(s) of the Goods.

(j) "**Requirement Specifications**" means the specifications issued by NKF to the Contractor for the purpose of inviting the Contractor to submit its RFP for the Goods, with any authorized variations, if executed between NKF and the Contractor.

(k) "**Goods**" means all products, items and/or goods which the Contractor is required to supply under this Contract.

(l) "**Vendor**" means a party who or which has offered to supply the Goods in accordance with the terms of the Contract.

1.2 In this Contract:

(a) References to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in this Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.

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(b) The clauses, paragraph or clause headings and marginal notes in this Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Contract.

(c) References to clauses and schedules shall be references to Clauses of and the Schedule(s) to this Contract. The Schedule(s) are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Contract.

(d) References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.

(e) In the event of a conflict between any of the terms of this Contract, including its Schedule(s), the conflict will be resolved in the following order or priority:

(1) these Conditions of Contract;
(2) the additional terms and conditions set out in the Schedule(s) hereto;
(3) the Requirement Specifications;
(4) the Price Schedule;
(5) the Letter of Acceptance; and
(6) the Conditions of Request For Proposal.

2 SCOPE OF CONTRACT

2.1 In consideration of Contract Price, the Contractor shall carry out and complete the supply of all items of the Goods in a professional and timely manner in accordance with and subject to the terms and conditions of this Contract. Unless otherwise expressly stated in the Contract, all Goods shall be new and unused.

2.2 The Contractor shall comply with all instructions of NKF, its officers, agents, suppliers and contractors, and obey all rules and regulations governing the use of and access to any goods, services or premises in the course of performing its obligations under this Contract.

3 SUPPLY AND DELIVERY OF GOODS

3.1 The Contractor shall deliver the Goods on the dates, at the place(s) and in the manner and according to the requirements specified in this Contract. The Contractor shall obtain a receipt from NKF for the delivery of the Goods PROVIDED that the issue of such receipt shall not be any representation on the part of NKF of complete delivery or of delivery in accordance with this Contract or delivery in good order and condition and shall not relieve the Contractor from its responsibility to make good the delivery of short supplied items (if any) or to replace and/or rectify defective, discrepant or damaged Goods.

3.2 The Contractor shall, when so required by NKF**,** remove and replace within thirty (30) days and at its own expense, any of the Goods which are found (by NKF, and in NKF's sole opinion) on delivery to be damaged, defective or in any way inferior to approved samples or not in accordance with the Contract, failing which NKF shall have the right, in addition to any other remedies which it may have under this Contract or otherwise, to purchase replacements elsewhere or make good any damage in any manner it deems fit and all costs incurred thereby shall be deducted from any monies due or which may become due to the Contractor under this Contract or shall be recoverable as a debt. A certificate by an officer of NKF as to the amount of damages caused and losses suffered by NKF shall, save for manifest error, be final and conclusive, provided always that the amount of damage caused and losses suffered by NKF shall be supported by the relevant documentation.

3.3 Where inspection of any Goods, whether completed or in the course of production, is required by NKF**,** the Contractor shall give NKF full and free access to its premises as and when required for that purpose and shall provide the use of reasonable facilities as may be required therefore.

4 DELAY IN DELIVERY OR PERFORMANCE

4.1 Time is of the essence for each and every provision under this Contract.

4.2 Subject to Clause 4.3 below, if the Contractor fails to deliver any item of Goods by the date(s) specified in this Contract or otherwise in accordance with the requirements of this Contract, NKF shall, in addition to any other remedies which it may have under this Contract or otherwise, have the right to:

(a) cancel all or any such items of Goods from this Contract without being liable therefore in damages, obtain them from other sources and deduct all increased costs thereby incurred from any moneys due or to become due to the Contractor or recover such increased costs from the Contractor as damages; or

(b) deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, as and for liquidated damages a sum to be calculated at the rate of **one-half percent (1/2%)** of the Contract Price in relation to such Goods that are delayed for each day (including Sundays and Public Holidays) which may elapse between the date of delivery of such Goods specified in this Contract and the actual date of delivery, provided that the maximum liquidated damages payable by the Contractor in respect of all incidents of delay or failure described in this Clause shall not exceed **fifteen percent (15%)** of the Contract Price. The Contractor agrees that the amount of payable under this Clause 4.2(b) is a genuine pre-estimate of the loss suffered or incurred by NKF and not a penalty.

4.3 Notwithstanding Clause 4.2 above, in the event the Contractor fails to comply with its obligations under Clause 3 and such failure has not been remedied to NKF's satisfaction within thirty (30) days of it being called to the Contractor's attention by written notice from NKF, and notwithstanding that liquidated damages have been claimed by NKF and/or paid by the Contractor to NKF, NKF shall have the right to terminate this Contract forthwith without compensation and without any liability whatsoever in respect of the Contractor. Clause 13 shall survive any such termination of this Contract by NKF.

4.4 If the Contractor is unable to supply any Goods to NKF in accordance with this Contract or would like to request for a price adjustment for the supply of the Goods for reasons beyond the Contractor's reasonable control, the Contractor must send NKF a notice of the same in writing, accompanied by reasonable supporting documentation, no less than six (6) months prior to the scheduled delivery date of the relevant Goods. Upon receipt of the notice, NKF shall have the discretion to waive its rights under Clause 4.2 above, provided that any such waiver by NKF is only effective if it is in writing.

5 ALTERATION OF SPECIFICATIONS AND SAMPLES

5.1 The Contractor shall not deviate from nor alter any part of the standards and/or specifications (including such standards and/or specifications in respect of samples of the Goods provided to NKF) relating to the Goods unless expressly directed by NKF. NKF reserves the right to, from time to time, reasonably amend and/or alter the same, via the giving of written notice reasonably in advance of any such amendment or alteration. As from the date of such alteration and/or amendment notified by NKF**,** the Goods shall be in accordance with the altered and/or amended standards and/or specifications. In the event that any such amendment and/or alteration results in a change in the cost of the Goods or in the period required for delivery, the Contractor is to promptly NKF in writing of the possibility of such change, and any such change in the cost of the Goods or in the period required for delivery shall be discussed and agreed to in writing in good faith between the duly authorised representatives of NKF and the Contractor. Save for such change as is expressly agreed to in writing between NKF and the Contractor, this Contract shall remain unaltered in all other respects.

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6 TITLE AND RISK

6.1 Title in all Goods shall pass to NKF only upon delivery by the Contractor to NKF. Nevertheless, all Goods meant for supply to NKF ("**NKF Goods**") and all documents of any kind relating to such Goods to be supplied to NKF (including drawings, designs, test certificates of quality, parts lists and manuals) ("**Related Documents**") shall as soon as they are prepared or come into the possession of the Contractor, be kept strictly confidential, securely stored in designated storage and marked as for supply to NKF. The Contractor shall make such NKF Goods and Related Documents available for inspection by NKF at all reasonable times and comply with all reasonable instructions of NKF in respect of such.

6.2 As with the passing of title, risk in the Goods shall not pass to NKF until the Goods are delivered and (where applicable) successfully tested and commissioned, and the Contractor shall be responsible for any loss or damage to the Goods howsoever arising prior to title passing to NKF.

7 CONTRACT PRICE

7.1 The Contract Price shall represent the total cost to NKF, and the Contractor shall not be entitled to any additional payment or reimbursement of any costs and expenses it may incur in the discharge of its obligations under this Contract. For the avoidance of doubt, the Contract Price shall be inclusive, where applicable, of all transport, lifting, packing, freight, handling, delivery, insurance, customs clearances, import and export duties or tariffs, Goods and Services Tax ("**GST**") and any other taxes or governmental charges ("collectively, "**Charges**") that may be imposed by any government or other authority from time to time. Where GST and other taxes are required by law to be included in the Contract Price, this component of the Contract Price shall be notified by the Contractor to NKF.

7.2 The Contractor shall adopt cost control measures, including efficient procurement practices, inventory management, and the use of cost-saving technologies, to maintain price stability. The Contractor shall implement reasonable risk management strategies to control costs and mitigate the impact of price fluctuations. This includes, but is not limited to, hedging against price increases, securing long-term supply agreements, and using alternative materials where feasible.

7.3 In the event that the Contract Price or any other monies payable under this Agreement are subject to withholding taxes or other deductions as may be required by the relevant authorities, NKF shall be entitled to withhold or implement the deduction, as may be required, and, if permitted under applicable law, pay the balance of the Contract Price to the Contractor without any gross-up.

7.4 The Contractor warrants that the terms (including pricing) of this Contract are comparable to or better than the terms (including pricing) offered by the Contractor to any of its similarly situated commercial customers of equal or lesser size for comparable Goods. If the Contractor offers more favourable terms (including pricing) to any such commercial customers during the term of this Contract, such terms shall also be made available to NKF within thirty (30) days from the date of such offer. This Contract shall be deemed amended to incorporate such lower prices upon notification to NKF from the Contractor.

7.5 In the event that, after the effective date of this Contract,

(a) any new Charges, deductions or trade restrictions, are imposed, or existing ones are amended (excluding income tax, fines, or penalties); and/or

(b) any new statutory requirements are introduced, or existing statutory requirements or their interpretations are changed,

and such event directly or indirectly results in an increase in the cost to the Contractor for the supply or delivery of the Goods, the Contractor shall,

i) promptly notify NKF in writing of the nature and financial impact of such event, within 5 business days of becoming aware of such event,

ii) demonstrate, with reasonable supporting documentation, the causal link between the event and the cost increase; and

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iii) take all best efforts and practical steps to mitigate the effect of such cost increase, including implementing cost-saving measures.

7.6 NKF has the sole discretion to determine if the increase in cost has been caused by the event. If NKF so determines, the Contractor and NKF, shall enter into good faith discussions to explore commercially viable alternatives or measures to manage the impact of any such Charges, deductions, trade restrictions, and/or statutory requirements. However, NKF shall have no obligation to agree to any increase in the Contract Price, and any such adjustments shall only take effect if agreed in writing by the Contractor and NKF.

7.7 The Contractor expressly acknowledges that the imposition (or amendments) of any such Charges, deductions, trade restrictions, and/or statutory requirements shall not constitute a Force Majeure Event to the extent such imposition was foreseeable (taking into consideration reasonably available information, industry knowledge and known risks) or within the Contractor's reasonable control, and shall not excuse or delay the Contractor's performance of its obligations.

7.8 Notwithstanding anything to the contrary in this Contract, NKF shall be entitled to terminate this Contract with 60 Days written notice to the Contractor, without liability, in the event that the imposition (or amendments) of any such Charges, deductions, trade restrictions, and/or statutory requirements, or any unforeseen regulatory change occurring after [effective date] renders the performance commercially impracticable or economically unviable. For the avoidance of doubt, any payment for reasonable costs incurred by the Contractor up to the date of termination shall be separately agreed in writing between NKF and the Contractor.

7.9 Prior to exercising its right to terminate, NKF may but shall not be obliged to enter into good faith discussions with the Contractor to explore commercially reasonable alternatives to mitigate the impact of any such Charges, deductions, trade restrictions, and/or statutory requirements.

8 PAYMENT

8.1 Unless otherwise specifically provided in this Contract or otherwise agreed between the parties, NKF's obligation to pay is conditional upon it receiving an invoice from the Contractor for the amount payable, giving NKF no less than thirty (30) days from receipt of such invoice to make payment. Where the Goods are supplied in batches, each representing a portion of the total Goods supplied, the Contractor shall issue an invoice in accordance with this Clause upon the supply of each batch of Goods.

8.2 If any invoice is not submitted to NKF within six (6) months upon the delivery and/or acceptance of the Goods, NKF shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.

8.3 Payment by NKF of any invoices shall not affect NKF's right to reject any of the Goods or the Contractor's responsibility to replace any Goods, which are damaged, sub-standard, defective, or which in any way deviate from approved samples, from the specifications under this Contract and/or are otherwise not in accordance with this Contract. NKF shall have no obligation to pay for any such Goods which have not been replaced by the Contractor in accordance with Clause 3.2. Such non-payment shall not constitute a default or breach of this Contract by NKF. In the event of any dispute between NKF and the Contractor in respect of the invoiced Goods and/or other related matters, NKF may pay such portion of any invoiced amount (if any) as NKF in its sole discretion deems fit, notwithstanding that NKF and the Contractor shall promptly seek to resolve the disputed matters in accordance with Clause 23 of this Contract.

8.4 The Contractor shall submit such invoices or other documents as NKF may require for the purpose of making payment.

8.5 NKF shall not pay for expenses or cost of whatever nature other than those expressly set forth in this Contract.

8.6 Without prejudice to any other rights and remedies of NKF, the amount of any payment or debt owed by the Contractor to NKF under this Contract may be deducted by NKF from any monies payable by NKF to the Contractor under this Contract.

8.7 NKF expressly disclaims any late payment service charges and/or default interest charges of any kind.

9 SECURITY DEPOSIT

9.1 Where required by NKF as a condition precedent to the commencement of any work under this Contract, the Contractor shall, upon signing of this Contract and at its own expense, lodge with NKF a security deposit in the form of Banker's Guarantee or Performance Bond / Performance Guarantee (from an institution acceptable to NKF) equivalent to **five percent (5%)** of the Contract Price in form and substance similar to the specimen attached hereto issued by a bank or insurance company registered with the Monetary Authority of Singapore.

9.2 In the event of any default or breach of any of the obligations by the Contractor under the Contract, NKF may at its sole discretion draw on the security deposit to satisfy any liquidated or other damages as may become due to NKF under the Contract.

9.3 In the event that the security deposit provided for in Clause 9.1 is inadequate to fully indemnify or compensate NKF for any loss, liability, cost, expenses or damage incurred or suffered by NKF as aforesaid, the Contractor shall, forthwith on demand by or on behalf of NKF, pay to NKF all losses, liabilities, costs, expenses (including without limitation, legal fees on a solicitor and own client basis) and/or damages as may be incurred or suffered by NKF to the extent to which the security deposit proves inadequate.

9.4 The provisions of this Clause shall not affect the rights and remedies expressly reserved by NKF or bar NKF from claiming losses, expenses, costs or damages incurred or sustained or likely to be incurred or sustained by NKF as a result of any default breach of this Contract by the Contractor.

9.5 The security deposit shall be refunded to the Contractor with the remaining value as provided in Clause 9.2, only upon the termination/expiry of this Contract or applicable warranty period, subject to the Contractor's compliance with the terms and conditions of this Contract.

10 COMPLIANCE WITH LAW, RULES AND REGULATIONS

10.1 The Contractor shall, at its own cost and expense, obtain and maintain all licences, authorisations, permits, and certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under this Contract.

11 PURCHASING GOODS ELSEWHERE WHEN QUANTITIES ARE NOT SPECIFIED

11.1 If the total quantities of any Goods to be supplied by the Contractor are not specified in the Contract or stated to be merely estimated, NKF shall be under no obligation to purchase any such Goods from Contractor. Any statement of the estimated quantities of Goods to be supplied which may have been given to the Contractor in the course of inviting request for proposal shall be deemed to be approximate only and merely for the information of the Contractor.

12 PURCHASE ORDERS

12.1 Where the Contractor is appointed by NKF under this Contract to supply Goods as and when required by NKF, orders for items of Goods shall be given by NKF from time to time in writing in such form as NKF shall deem appropriate (each hereinafter referred to as a "**Purchase Order**"). Where the Contractor receives, during the period of time specified in the Contract, any Purchase Order for specific quantities of the Goods specified in the contract, the Contractor shall proceed to supply the Goods in accordance with the Contract. NKF shall be under no obligation to purchase the Goods specified in this Contract except to the extent of the Purchase Order for those Goods issued by NKF.

13 INDEMNITY

13.1 The Contractor shall indemnify, defend and hold harmless NKF, its servants, agents, directors, employees, officers and departments from and against all or any liability, claims, expenses, including court costs and fees of solicitors (on a full indemnity basis) and other professionals in respect of any loss or damage (including special and consequential loss or damage) suffered by any person(s) whatsoever (including but not limited to any patient or visitor) to any property or personal injury to or death of any person arising out of or in connection with or contributed to by a breach of any term or warranty of this Contract by the Contractor, its servants or agents or the negligence or wilful default of the Contractor, its servants and/or agents PROVIDED THAT the Contractor may not enter into any settlement, agreement, arrangement or compromise in respect of the above indemnity that may have a material adverse effect on NKF.

13.2 The Contractor shall indemnify, defend and hold harmless NKF, its servants, agents, employees, officers and departments against any claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such subcontractor of the Contractor for any personal injury and/or death suffered in connection with the performance of this Contract including but not limited to payment under the Workmen's Compensation Act (Cap. 354) and for any costs, charges or expenses incurred in respect thereof.

14 LIMITATION OF LIABILITY

14.1 Without prejudice to the remaining provisions of this Clause, the Contractor acknowledges and agrees that the provision of Goods and/or performance of their obligations under this Contract is entirely at the Contractor's own risk.

14.2 Neither NKF nor any of our personnel shall be liable for any direct, indirect and/or consequential damage, loss, expense and/or injury suffered by the Contractor, the Contractor's personnel and/or any other third party, arising out of the Contractor's provision of Goods and/or the Contractor's performance of their obligations under this Contract.

14.3 If, in spite of Clauses 14.1 and 14.2, NKF is held liable by a court of competent jurisdiction, the Contractor acknowledges and agrees that NKF's liability shall in any event be limited to the sum of payments which NKF has made to the Contractor in the six (6) month period preceding the date on which the claim arose or the aggregate amount of S$1,000,000 (Singapore Dollars One Million Only), whichever is lesser.

15 REMEDIES FOR INTELLECTUAL PROPERTY INFRINGEMENT

15.1 In the event of any claim against NKF (including for this purpose, every staff of NKF thereof), or NKF being held liable for damages arising out of any claim at the time on account of patent rights and/or intellectual property rights which may be payable by virtue of NKF’s acceptance, possession, purchase, use or distribution of the Goods or any part or unit thereof under this Contract, the Contractor shall indemnify NKF and its servants, agents, directors, employees and/or officers against all such claims and costs, charges and expenses in respect thereof.

15.2 In addition to the indemnity under Clause 15.1, in the event that any such intellectual property infringement occurs or may occur, the Contractor shall at its own expense:

(a) procure for NKF the right to continue accepting, possessing, purchasing, distributing or using the Goods for the purposes of this Agreement , or

(b) modify or amend the Goods or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Goods, and/or

(c) replace the Goods or infringing part thereof with other non-infringing Goods or part thereof of identical capability and performance.

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If none of the options listed above can be accomplished within a reasonable time or are otherwise not commercially practicable, refund to NKF this Contract Price for the Goods as applicable which gives rise to the infringement, without prejudice to any other rights of NKF.

15.3 The Contractor agrees to give NKF prompt written notice of any threat, warning, or notice of any such claim or action against the Contractor or any user or any supplier of components utilised in any Goods or any other materials furnished hereunder by the Contractor, which could have an adverse impact on NKF's use of the Goods or any part thereof.

16 INSURANCE

16.1 Where required by NKF as a condition precedent to the commencement of any work under this Contract, the Contractor shall take out at its own expense with an insurance company approved by MAS, such policy or policies of insurance in terms to be reviewed by NKF, indemnifying the Contractor and NKF from all liabilities arising out of claims by any and every workman or employee whether such liability arises from the Workmen's Compensation Act (Cap 354) or otherwise and from all costs and expenses incidental or consequential thereto.

16.2 Where required by NKF as a condition precedent to the commencement of any work under this Contract, the Contractor shall take out at its own expense with an insurance company to be approved by MAS, a policy or policies of insurance in terms to be reviewed by NKF, indemnifying the Contractor and NKF for their liability in respect of personal injury and/or death or loss and/or damage to property and against loss and/or damage suffered or incurred by NKF by fire and such other perils as NKF may specify.

16.3 Any policy or policies taken out by the Contractor in compliance with Clauses 16.1 or 16.2 hereof shall be deposited with NKF or with such department as NKF shall determine and the Contractor shall maintain such policy or policies in full force and effect by the payment of all premiums from time to time on the first day on which the same ought to be paid until completion of this Contract and shall, if NKF so directs, deposit with NKF the receipts in respect of the payment of such premiums.

16.4 If any default is made by the Contractor in complying with the terms of Clauses 16.1 or 16.2 and of this Clause, NKF may, without prejudice to any other remedy available to NKF for breach of any terms of the Contract:

(a) withhold all payments which would otherwise be due to the Contractor under this Contract and out of such money so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining a policy of insurance, and/or

(b) pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any money due or becoming due to the Contractor.

16.5 Nothing in this Clause 16 shall be construed to take away or to waive or in any manner to modify the right of NKF to be indemnified by the Contractor in respect of all claims, costs and other expenses against NKF whatsoever, which arise or may arise by reason of the Contractor's default or otherwise.

17 WARRANTY

17.1 The Contractor warrants that:

(a) Where the Contractor supplies any Goods supplied by a third party, the Contractor shall assign to NKF the benefit of any warranty, guarantee or indemnity given by the third party supplier to the Contractor.

(b) NKF shall acquire good and clear title to the Goods, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;

(c) The Goods provided pursuant to this Contract do not infringe upon any patent, copyright or similar proprietary right (including, but not limited to, misappropriation of trade secrets) of any third party;

(d) NKF shall quietly and peacefully possess all Goods provided pursuant to this Contract subject to and in accordance with the provisions of this Contract;

(e) The Goods provided pursuant to this Contract will be in good condition, good working order, ready for use and free from any defects in material and workmanship, and the Contractor will make all adjustments, repairs and replacements necessary to correct such defects;

(f) The Goods provided pursuant to this Contract shall be fit for the ordinary purposes for which such Goods are used and shall perform in accordance with the Requirement Specifications and such other descriptions, warranties and performance criteria for such Goods as are set forth in this Contract up to the expiry of the applicable warranty period (if any). The Contractor hereby acknowledges that it knows the purpose for which the Goods are intended; and

(g) All Goods provided pursuant to this Contract shall be designed, produced, installed, furnished and in all respects provided, certified and maintained in conformance with all codes, ordinances, regulations and laws, and administrative and regulatory requirements that were in effect at the time of such design, production, installation or furnishing.

17.2 The Contractor further warrants that the following facts and circumstances are and at all times shall be, true and correct:

(a) The Contractor has the requisite corporate power and authority to enter into this Contract and that this Contract does not conflict with any other agreement or obligation by which the Contractor is bound;

(b) There is no material suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under this Contract; and

(c) The signatories for and on behalf of the Contractor have the requisite power and authority to execute this Contract for and on behalf of the Contractor.

18 ADDITIONAL TERMS AND CONDITIONS

18.1 The Contractor accepts and agrees to the additional terms and conditions set out in the Schedule(s) (if any) to these Conditions of Contract.

19 SUSPENSION OR TERMINATION

19.1 NKF shall be entitled to terminate this Contract, giving the other not less than two (2) months' notice in writing and thereupon this Contract shall come to end but without prejudice to any right of action of either party against the other in respect of any antecedent breach of the terms and conditions of this Contract by the other. For the avoidance of doubt, no reason needs to be given for the said notice.

19.2 NKF may, without prejudice to any other rights it may have, by written notice terminate this Contract or suspend the Contractor's performance of all or any of its obligations under it immediately and without liability on the part of NKF for any compensation and/or damages if:

(a) the Contractor fails to comply with this Contract and shall fail to remedy such breach to NKF's reasonable satisfaction within thirty (30) days after being given notice by NKF so to do; or

(b) without prejudice to sub-section (a) above, the Contractor repeatedly breaches this Contract regardless of the fact that the Contractor may have for each such breach, remedied that breach within any time period stipulated in this Contract; or

(c) any item of Goods or part thereof supplied or to be supplied by the Contractor is declared or advised to be unsafe for use, illegal and/or in breach of applicable laws and/or regulations and/or in any way deficient or defective by any competent authority or by any notice, regulation or requirement of any competent authority; or

(d) any circumstances arise which give reasonable grounds in NKF's opinion for its belief that the Contractor has or is likely to become incapable of performing any of its obligations under this Contract; or

(e) any circumstances arise which give reasonable grounds in NKF's opinion for its belief that the Contractor has obtained any unfair advantage or conducted itself in any way that is improper, unfair, unethical, unscrupulous and/or fraudulent in obtaining its Contract with NKF; and/or

(f) any circumstances arise which give reasonable grounds in NKF's opinion for its belief that the Contractor has acted in a manner incompatible, inconsistent and/or prejudicial to the image and/or public perception of NKF.

19.3 In the event of termination under Clause 19.2 above, the Contractor shall refund and repay to NKF any advance payments received from NKF without prejudice to NKF's right to claim compensation for increased costs in obtaining the Goods from other sources, and for any loss, expense or damage suffered or incurred by NKF.

19.4 During the notice period, the Contractor shall only provide Goods, and NKF will only pay for Goods, in accordance with the unrevoked instructions of NKF pursuant to this Contract. The Contractor shall, at NKF's discretion, provide any Goods ordered during the notice period in accordance with the terms and conditions of this Contract. Each Party shall remain responsible for its obligations with respect to actions and events prior to the termination of this Contract.

19.5 Commencing upon the date of notice to the Contractor (of such notice under Clause 19.1) and continuing through the effective date of expiration or termination, the Contractor will provide to NKF reasonable termination assistance to allow the use of Goods without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of this Contract as desired and/or requested by NKF. If requested by NKF, the Contractor will reasonably cooperate with a third (3rd) party contractor in connection with the preparation and implementation of a transition plan by such third (3rd) party or NKF upon the termination or expiration of this Contract.

20 FORCE MAJEURE

20.1 Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under this Contract if the delay or failure results from events that are unforeseeable and beyond the reasonable control of either Party (each a "**Force Majeure Event**").

20.2 For the purposes of this Contract, and subject to Clause 20.3 below, force majeure events include acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of this Contract.

20.3 For the avoidance of doubt, none of the following shall be regarded as a Force Majeure Event under this Contract, and the provisions of this Clause shall not apply to such events:

(a) the failure to obtain the relevant approval or the withdrawal of approval from the relevant government authorities or other governing bodies;

(b) any shortage, unavailability, or inability of the Contractor to obtain from its existing or intended sources of supply, any raw materials, or the Goods, required to fulfil the Contractor's obligations under this Contract;

(c) any event arising from or attributable to the Contractor's financial distress, insolvency, bankruptcy, restructuring, inability to pay debts, or any similar financial or corporate situation; and

(d) due to the nature of NKF's business, the occurrence of an outbreak, epidemic, pandemic, and/or Infectious Disease,

and any failure to deliver Goods arising from any of the above events shall constitute a breach of contract by the Contractor and shall not relieve the Contractor from any liability under this Contract.

20.4 The Parties hereto agree to notify the other Party promptly of any such circumstances delaying its performance (and, in any event, within 5 business days of becoming aware of such circumstances), and to resume performance as soon thereafter as is reasonably practicable.

20.5 If any Force Majeure Event shall continue for a period exceeding one hundred and twenty (120) days, then either Party may at any time thereafter, upon giving written notice to the other, elect to terminate this Contract without penalty or further liability (other than accrued liabilities up to the date of termination).

20.6 The Parties shall for the duration of a Force Majeure Event be relieved of any obligation under this Contract as is affected by the event except that the provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by the event.

21 CONFIDENTIALITY

21.1 The Contractor agree to treat as confidential all information received from NKF where NKF has indicated in writing or labelled to be "Confidential", "Proprietary Information" or with any other comparable legend to similar effect, at the time of disclosure (or if disclosed orally, confirmed in writing by NKF as such within fifteen (15) days after its disclosure), which it may acquire in relation to NKF, including but without any limitation whatsoever, all business information, strategic and development plans, any matter concerning NKF, its affairs, business, shareholders, directors, officers, business associates, clients, patients or any other person or entity having dealings with NKF; information relating to the financial condition of NKF, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of NKF; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client or patient database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by NKF to the Contractor which the Contractor may be provided access by NKF whether stored electronically or otherwise; all information which is deemed by NKF to be confidential or which is generated as a result of or in connection with the business of NKF and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of NKF made or acquired by the Contractor or coming into their possession or control in any manner whatsoever (the "**Confidential Information**"), which shall be and remain the sole property of NKF and shall be returned to NKF forthwith on demand at any time or without demand upon the termination of this Contract.

21.2 The Contractor shall ensure that any information marked as confidential or proprietary to NKF shall not be disclosed to third (3rd) parties and shall take all measures as may be necessary to comply with this obligation.

21.3 The Contractor shall not, without the prior written consent of NKF, disclose any Confidential Information relating to this Contract or any of the contents hereof whether directly or indirectly to any third (3rd) party, which consent shall not be unreasonably withheld, except:-

(a) for the purpose contemplated in this Contract and then only to the extent as may be strictly necessary for such purpose and provided that NKF's prior written consent is obtained and that such third (3rd) party is bound by confidentiality obligations as strict as those contained in this Contract in respect of such Confidential Information;

(b) where NKF's prior written consent has been obtained, only to the extent specified in such consent;

(c) in accordance with the order of a court of competent jurisdiction; or

(d) to the extent as may be required by law, regulation, effective government policy or by any regulatory authority arising out of this Contract or relating to or in connection with the Contractor provided that the Contractor so required must give NKF prompt written notice and make a reasonable effort to obtain a protective order.

21.4 The restrictions on disclosure of Confidential Information described in this Clause 21 do not extend to any information that (i) already exists in the public domain at the time of its disclosure; (ii) is already in the Contractors' possession without restriction on disclosure, as evidenced by written records; (iii) is independently developed by the Contractor outside the scope of this Contract; or (iv) is rightfully obtained from third (3rd) parties.

21.5 The Contractor hereby agrees that it shall:

(a) take all reasonably necessary steps to limit access to Confidential Information to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by this Contract and are made aware of its confidential status, to the extent reasonably required for the performance of this Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of this Contract; and

(b) not use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of this Contract.

21.6 The Contractor must promptly inform NKF about any unauthorised disclosure of NKF's Confidential Information.

22 VARIATION OF CONTRACT

22.1 The provisions of this Contract shall not be varied, except by agreement in writing signed by the duly authorised representatives of both Parties.

22.2 If either Party wishes to vary the Contract, the proposing Party shall submit a copy of the proposed variations to the other Party (the "**Receiving Party**"), specifying a reasonable period in which the Receiving Party is to provide written notice of acceptance or rejection of the proposal.

22.3 If the Receiving Party accepts the variations, this Contract shall be deemed to be so amended from the date of acceptance.

22.4 If the Receiving Party rejects the proposed variations, each Party shall perform this Contract in accordance with the unvaried terms.

23 DISPUTE RESOLUTION

23.1 In the event of any dispute or difference arising out of or in connection with or in relation to this Contract, including any question regarding the existence, validity, termination, application or interpretation of this Contract or any of its provisions, both Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties. Both Parties shall always act in good faith and co-operate with each other to resolve any disputes.

23.2 Notwithstanding anything in this Contract, if the dispute is not settled in accordance with Clause 23.1 above, no Party shall proceed to litigation or any other 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. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this clause. Failure to comply with this clause shall be deemed to be a breach of this Contract.

23.3 In the event that mediation is unsuccessful, the dispute shall be resolved either by reference to arbitration or by court proceedings as elected by either Party by way of a written notice to the other Party, which shall state the specific dispute to be resolved and the nature of such dispute.

23.4 Any reference to arbitration in Singapore shall be a submission to arbitration within the meaning of the Arbitration Act (Cap.10) for the time being in force in Singapore. Such arbitration shall be conducted in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference into this clause, except in so far as such Rules conflict with the provisions of this clause, in which event the provisions of this clause will prevail.

23.5 The arbitration tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Either Party may propose to the other the name or names of one (1) or more persons, one (1) of whom would serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) Party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority.

23.6 The Appointing Authority shall be the Chairman of the SIAC.

23.7 The arbitrator must not be a present or former employee or agent of, or consultant or counsel to, either Party or any related corporation (as defined in Section 6 of the Companies Act (Cap. 50)) of either Party.

23.8 Any decision or award of an arbitration tribunal appointed pursuant to this clause will be final and binding on the Parties.

23.9 Interest at the annual rate of six per cent (6%) per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitration tribunal may decide until the date of payment to such Party.

23.10 The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

23.11 The application of Part II of the International Arbitration Act (Cap. 143A), and the Model Law referred to therein, to this Contract is hereby excluded.

23.12 For the avoidance of doubt, it is agreed that nothing in this clause shall prevent a Party from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in no way affect the continual performance of the Parties' obligations under this Contract.

24 ASSIGNMENT AND SUBCONTRACTING

24.1 Subject to the other provisions of this Contract, all the terms and conditions of this Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, permitted assigns and successors-in-title except that:

(a) neither party shall transfer or assign all or any of its rights, obligations or benefits hereunder in whole or in part to any third (3rd) party without the prior written consent of the other Party, which consent shall not be unreasonably withheld;

(b) any permitted assignee or transferee shall agree in writing to comply with all terms and conditions of this Contract; and

(c) any assignment shall not exceed the existing scope of this Contract.

24.2 The Contractor shall not sub-contract all or any part of this Contract to third parties without the express prior written consent of NKF and upon such terms and conditions as may be stipulated by NKF. In connection with such consent, NKF may require the execution by such subcontractor(s) of additional documentation. The Contractor shall continue to be fully liable and responsible for the performance of all of its obligations under the Contract (including its sub-contracted obligations) and the Contractor shall be solely responsible for payment (if any) due to such sub-contractors.

24.3 The approval of any sub-contractor by NKF shall not constitute a superseding event or waiver of any right of NKF to reject work and/or Goods that are not in conformance with the standards and/or specifications set forth in this Contract, and does not constitute nor imply authorisation of expenses in excess of the Contract Price.

25 CONTRACTOR PERSONNEL

25.1 All personnel deployed by the Contractor to carry out work and/or the provision of Goods pursuant to this Contract in the premises of NKF (if any), including contract workers, supervisors etc. must obtain and display such security pass as NKF shall require while in NKF's premises. In the event foreign workers are deployed, it shall be the Contractor's responsibility to ensure that such foreign workers have valid work passes and/or permits. For the avoidance of doubt and to the extent permitted by applicable law, NKF shall not be liable for any personal injury, death or loss or damage to property suffered by the Contractors personnel whilst on NKF's premises.

25.2 The Contractor shall replace any of its personnel who carry out work and/or provide Goods on NKF's premises if required to do so by NKF via written notice and within fourteen (14) days from the date of such written notice from NKF.

26 WAIVER

26.1 No waiver of any breach of any covenant, condition, stipulation, obligation or provision contained or implied in this Contract shall operate or be interpreted as a waiver of another breach of the same or of any covenant, condition, stipulation, obligation or provision of this Contract.

26.2 Any time or other indulgence granted by NKF under this Contract shall be without prejudice to and shall not be taken as a waiver of any of NKF's rights under this Contract nor shall it prejudice or in any way limit or affect any statutory rights or powers from time to time vested in or exercisable by NKF.

27 RELIANCE CLAUSE

27.1 The Contractor accepts that NKF relies solely on the skill and judgment of the Contractor in the description and manufacturing quality of the Goods to be provided.

28 INSOLVENCY

28.1 NKF may at any time by notice in writing summarily determine this Contract or any unperformed balance or this Contract without compensation to the Contractor in any of the following events:

(a) if the Contractor, being an individual or, where the Contractor is a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against him over any part of its assets or undertaking on behalf of its debenture holders

or creditors, or shall make any composition or arrangement with or for the benefit of its creditors, or shall make any conveyance or assignment for the benefit of its creditors, or

(b) if the Contractor, being a company, shall pass a resolution, or the Court shall make an order that the Contractor shall be wound up (otherwise than for the purposes of amalgamation or bona fide

Authorised Signature: _____ Vendor's stamp: _____

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 judicial manager, receiver or manager (including of the Contractor's undertaking, property or assets or any part thereof) or which entitle the Court to make a winding-up or judicial management order.

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 NKF.

28.2 Any termination under Clause 28.1 above shall discharge the Parties from the further performance of their obligations under this Contract and NKF shall have the right to be repaid forthwith any sums previously paid under this Contract (whether paid by way of a deposit or otherwise) and to recover from the Contractor the amount of any loss or damage sustained or incurred by NKF as a consequence of such termination.

28.3 NKF may, in the alternative and in its sole discretion, give any such receiver, liquidator or other person the option of carrying out the Contract (or any part thereof) prior to determining the Contract. Provided that the exercise of any such rights by NKF shall not prejudice or affect any right of action of remedy that shall have accrued or shall accrue thereafter to NKF.

29 NOTICES

29.1 Except as otherwise provided in this Contract, notices which are required to be given in or under this Contract shall be in writing (unless expressly stated otherwise) and sent to the address of the recipient set out in this Contract or to the e-mail address of the recipient as notified in writing to the sending party. All notices may be sent by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the Parties as specified in this Contract or to such other address as the receiving Party may later specify. All notices sent by e-mail must be sent to the e-mail of the recipient as notified to the sending party in writing or to such other e-mail address as the receiving Party may later specify.

29.2 Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient’s address and if sent by AR Registered post, two (2) days after posting if posted to an address within Singapore and eight (8) days after posting, if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the Post Office undelivered. An email is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

30 ENTIRE AGREEMENT

30.1 The Parties expressly acknowledge that they have read this Contract and understood its provisions. The Parties agree that this Contract and all Schedule(s) annexed to the same constitute the entire agreement between them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, representations, warranties, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to this Contract in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth in this Contract has been made to or by the Parties.

31 SEVERABILITY

31.1 In the event that any term, condition or provision of this Contract or the application of any such term, condition or provision shall, to any extent, be held by a court of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or a violation of any applicable law, statute or regulation of any jurisdiction, the same shall be deemed to be deleted from this Contract and shall be of no force and effect; whereas the remaining terms and provisions of this Contract shall remain in full force and effect as if such term, condition and provision had not originally been contained in this Contract, unless the severed provisions render the continuing performance of this Contract impossible, or materially change either Party's rights or obligations under this Contract; in which event, such Party may give written notice of its intent to terminate this Contract to the other Party.

31.2 Notwithstanding the aforesaid, in the event of such deletion, the Parties hereto shall negotiate in good faith in order to agree to terms of mutually acceptable and satisfactory alternative provisions in place of the provision(s) so deleted.

32 REASONABLENESS

32.1 Both Parties agree that the clauses in this Contract are reasonable. In construing the clauses herein, the clauses shall not be construed *contra proferentum* against either NKF or the Contractor.

33 LANGUAGE

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

34 SURVIVAL CLAUSE

34.1 Clauses 6 (Title/Risk), 9 (Security Deposit), 13 (Indemnity), 15 (Remedies for Intellectual Property Infringement), 17 (Warranty), 21 (Confidentiality), 23 (Dispute Resolution), 39 (Governing Law) and all other clauses of this Contract so intended to survive after the termination or expiration of this Contract shall survive such termination or expiration.

35 INDEPENDENT CONTRACTOR / NO PARTNERSHIP

35.1 The Parties are independent contractors. Save as expressly provided in this Contract or by express agreement in writing between the Parties, nothing in this Contract shall be deemed to constitute a partnership between the Parties or constitute any Party the employee, agent, partner or legal representative of the other Party for any purpose or otherwise entitle either Party to have any right, power or authority to create any obligation or responsibility of any kind, express or implied on behalf of the other. Further, the Parties agree that neither Party has the right to bind or commit the other Party for any purpose in any way whatsoever or control any activity of the other Party outside the terms of this Contract.

36 JOINT AND SEVERABLE LIABILITY

36.1 If the Contractor is a joint venture or joint venture partnership, the individual companies or partners comprising the Contractor shall be deemed jointly and severally liable to NKF under this Contract.

37 NO THIRD PARTY BENEFICIARIES

37.1 Nothing contained in this Contract is intended to confer upon any person (other than the Parties hereto) any rights, benefits or remedies of any kind or character whatsoever or any right to enforce the terms of this Contract under the Contracts (Rights of Third Parties) Act (Cap 53B), and no person shall be deemed to be a third party beneficiary under or by reason of this Contract.

38 USE OF NAME

38.1 Except as may be necessary for either Party to carry out its obligations under this Contract, neither Party shall under any circumstances whatsoever use the other Party's name, trade names, trademarks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of either Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

39 GOVERNING LAW

39.1 This Contract shall be deemed to be made in Singapore and subject to, governed by and construed in all respects in accordance with the laws of the Republic of Singapore for every intent and purpose.

39.2 Subject to Clause 23 above, the Parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this Contract.

39.3 The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to this Contract is hereby expressly excluded.

40 EXECUTION IN COUNTERPARTS

40.1 This Contract may be executed in one (1) or more counterparts by the duly authorised representatives of the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one (1) and the same agreement PROVIDED ALWAYS THAT this Contract shall be of no force and effect until the counterparts are exchanged.

41 PERSONAL DATA

41.1 Without prejudice to Clause 21 of this Contract, the Contractor shall take all reasonable measures to ensure:

(a) that any personal data (as defined in the Personal Data Protection Act 2012 (“Act”) as may be amended from time to time) disclosed by NKF (whether of NKF personnel, patients or otherwise) which is held by the Contractor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with the provisions of the Act and/or its regulations etc., and that only authorised personnel have access to that personal data;

(b) that use of personal data for any other purposes beyond the scope of this Contract is not allowed without written consent from NKF;

(c) that use of personal data by any third parties is not allowed without written consent from NKF, and that any transfer of personal data to a country or territory outside of Singapore must be properly protected and set out in corporate binding rules that comply to the standards of the Act;

(d) that NKF is immediately alerted in writing of any requests by the individuals pertaining to their personal data and that if there are any inaccuracy or discrepancies discovered;

(e) that policies and procedures are in place to govern the access to personal data (includes but not limited to segregation of duties, multi-factor authentication, removal of access rights upon change of job functions or termination) and protect against unauthorised access, and that audit logs are maintained to ensure traceability of personal data accessed;

(f) that, to the extent that the personal data is no longer required by the Contractor for legal or business purposes, that personal data is permanently and securely destroyed or re-delivered to NKF in accordance with this Contract;

(g) that NKF is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause 41 and the Contractor shall take, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 41 (including providing NKF with such reports or information concerning such steps as and when requested by NKF); and

(h) it keeps itself appraised of any and all notices and circulars which NKF may from time to time notify to the Contractor, including without limitation any policies, guidelines, circulars or notices relating to personal data ("**Documentation**"), and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with Documentation, and will not cause NKF to be in breach of the same.

41.2 For the purposes of (g) above, the Contractor hereby expressly acknowledges and agrees that it has read the Documentation and is aware of and will compensate NKF for any and all potential loss and damage caused to NKF arising from or in connection with any breach of the above. The Contractor will indemnify and hold NKF harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation.

41.3 Notwithstanding and further to anything stated elsewhere in this Contract, NKF reserves the right and the Contractor agrees that NKF may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Contractor with the obligations under this Clause 41.

41.4 To the extent that the Contractor sub-contracts its obligations under this Contract to a sub-contractor, such sub-contracting shall be subject to NKF's prior written approval and the Contractor agrees and acknowledges that it shall ensure that this Clause 41 is incorporated into the sub-contractor's contract.

41.5 Subject to the foregoing, the Contractor's confidentiality obligations under this Clause 41 shall survive the expiry or termination of this Contract.

42 INFORMATION SECURITY

42.1 NKF regards its systems, applications and all information and data as highly valuable and critical assets to its business that need to be protected appropriately. “Information” include all documents and/or information received from NKF and in any form whether electronic or otherwise, such as:

(a) Any information in connection with the RFP, including any specifications, plans, drawings, samples issued by NKF and any documents prepared by the vendor in connection with the RFP; and

(b) Any other information it may acquire in relation to NKF at any point, as stated in Clause 21.1 of the accompanying Conditions of Contract.

42.2 Accordingly, the Contractor shall agree to comply with NKF’s information security requirements including but not limited to access controls, safeguard and encryption of sensitive and personally identifiable information (PII), sharing them securely and with permitted recipients only, and carrying out security patches promptly for servers or devices holding NKF data.

42.3 The Contractor shall also ensure that cybersecurity, incident response, disaster recovery procedures and insurance are put in place where NKF data is withheld by the Contractor.

Authorised Signature : _____ Date: _____

Signatory’s full name: _____ Signatory’s title : _____

Vendor’s name: _____ Vendor’s stamp: _____