

## CONDITIONS OF CONTRACT

### 1. Interpretation

1.1 In these Terms & Conditions of Contract ("Agreement"), the following expressions have the following meanings unless inconsistent with the context: -

"**Acceptance**" means acceptance of delivery of the Products in accordance with Clause 4;

"**Additional Warranty Conditions**" means the additional warranty conditions specified in the Purchase Order;

"**Business Day**" means a day (other than Saturday, Sunday or a public holiday) where banks in Singapore are opened for business;

"**Business Hours**" means Mondays to Fridays inclusive (excluding public holidays in Singapore) between the hours of 9:00am to 5:30pm (Singapore time);

"**Confidential Information**" means Information of whatever nature including (without limitations) all business plans, financial, technical, operational, commercial, staff management, software source code and object code, design materials, templates, preparatory materials and other information, data, experience and expertise and of whatever kind whether written or in oral form which is either directly or indirectly disclosed to one party or received by one party from the other party and/or its employees, agents, sub-contractors, advisors or consultants including without limitation the Specifications, the Price, the terms of this Agreement and the specifications and information disclosed or made available to the Vendor by Singapore Pools in or pursuant to this Agreement, whether or not the same or any of them are marked "Confidential";

"**Delivery Terms**" refers to the shipment and delivery of the Products to the Site in accordance with the Purchase Order.

"**Event of Force Majeure**" means any event beyond the reasonable control of a party including but not limited to strikes and labour disputes, accidents, wars, invasions, riots, rebellions, civil commotion, insurrections, fire, floods, high winds, lightning, health epidemics, explosion, act of God or embargoes;

"**Intellectual Property Rights**" means all rights conferred under statute, common law and/or equity in and in relation to inventions, designs, trademarks, trade names, logos and get-up, circuit layouts, confidential information, trade secrets and copyright;

"**Price**" means the price of the Products set out in the Purchase Order;

"**Products**" means the products specified in the Purchase Order;

"**Services**" means all tasks to be carried out by the Vendor under this Agreement in relation to the Products as more particularly detailed in the Purchase Order;

"**Site**" means the designated premises of Singapore Pools or such other place in Singapore as may be set out in the Purchase Order; and

"**Specifications**" means the detailed description of the Products as specified in the Purchase Order.

1.2 In the event of a conflict between this Agreement and the Purchase Order, then the Purchase Order shall prevail over this Agreement.

1.3 Words importing the singular include the plural and vice versa.

1.4 Headings are for ease of reference only and have no legal effect, and references to Clauses and Annexes are to the clauses of, and annexes to this Agreement.

### 2. Scope of Agreement

2.1 The Vendor agrees that in consideration of Singapore Pools agreeing to pay the Price in accordance with this Agreement it shall:-

(a) deliver the Products in accordance with the Specifications in all aspects and to the satisfaction of Singapore Pools;

(b) sell the Products to Singapore Pools at the Price;

(c) deliver the Products to Singapore Pools in the quantities specified in the Specifications;

(d) deliver the Products to the Site (all risk in the same passing to Singapore Pools upon Acceptance) in accordance with the Delivery Terms;

(e) assist Singapore Pools during its examination of the Products pursuant to Clause 4.2;

(f) provide the Services to Singapore Pools at the standard of a competent Vendor and in accordance with the requirements as set out in the Purchase Order; and

(g) ensure that the Products shall be properly and securely packed in accordance with the Specifications and Delivery Terms, as well as any other applicable requirements of the carrier, so as to reach their destination in an undamaged condition in the ordinary course.

### 3. Delivery and Installation

3.1 Singapore Pools shall from time to time have the right to send the Vendor a notice requiring the Vendor to deliver to Singapore Pools such quantity of the Products as Singapore Pools shall specify. The Vendor shall ensure that the Products are delivered in accordance with the Delivery Terms. Unless otherwise expressly stated, time shall be of the essence in this Agreement and the Delivery Terms shall not be varied without the consent in writing of Singapore Pools.

3.2 All risk in the Products passes to Singapore Pools only upon Acceptance.

3.3 The Vendor shall immediately inform Singapore Pools if it is aware, directly or indirectly, of any circumstances which would hinder or prohibit the Vendor's adherence to the Delivery Terms which may affect the Vendor's ability to function in carrying out its obligations under this Agreement.

3.4 This Agreement shall not be severable but shall be treated as a single contract so that failure of the Vendor to adhere to the Delivery Terms and this Clause shall entitle Singapore Pools to treat this Agreement as a whole as repudiated.

- 3.5 If the Vendor fails to deliver the Products in accordance with the Delivery Terms specified by Singapore Pools, Singapore Pools shall be entitled, without prejudice to its accrued rights against the Vendor for failure of or later delivery, to obtain such Products from other sources and in such event to reject late delivery of the Vendor's Products in favour of delivery by such substitute source, and all additional costs in obtaining such Products from such alternative sources, including Singapore Pools' economic and administrative costs and any positive price differential for the Products or such generic substitute or alternatives thereto accepted by Singapore Pools, shall be borne by the Vendor.
- 3.6 In addition to any other rights that Singapore Pools may be entitled to, Singapore Pools reserves the right to, in its sole and absolute discretion, deduct from the invoice amount or require the Vendor to pay, as and for, liquidated damages (and not as a penalty) for the quantity of Products affected per day of any delay in the delivery and/or shipment of the Products at the Site **at the rate of two percent (2%) of the Price of the Product delayed**. Such liquidated damages shall be payable until either the Products are delivered to Singapore Pools or Singapore Pools cancels the order and accepts replacement Products from elsewhere, but in any case up to a maximum of **40** days of delay. The parties agree that such sum payable as liquidated damages represents the parties' best and genuine efforts at pre-estimating the losses and damages which may be incurred by Singapore Pools in the event of such delay.
- 3.7 Singapore Pools may in its sole and absolute discretion, amend the Specifications or Delivery Terms at any time upon giving reasonable prior notice to the Vendor.

#### **4. Acceptance**

- 4.1 The Vendor shall adhere to the Delivery Terms at its own expense. In addition, the Vendor shall be responsible to obtain and carry full insurance on each shipment until such time as the shipment is delivered to the Site.
- 4.2 Upon delivery of the Products in accordance with this Agreement, an inspection of such delivery shall be carried out by Singapore Pools for the purpose of Acceptance.
- 4.3 Prior to Acceptance, Singapore Pools shall inspect the Products upon delivery to ensure that the Products are in accordance with the specifications and requirements as set out in the Purchase Order. Singapore Pools shall be entitled to reject any Products which does not conform with the Specifications, the provisions of this Agreement and/or the notice of Singapore Pools specified in Clause 3.1 and/or which contains any defect in materials or workmanship or any other defects arising from or in connection with the manufacture, carriage or delivery of the Products.
- 4.4 Notwithstanding the above, Singapore Pools shall be entitled, at any time during or within sixty (60) days after the aforesaid inspection, to reject any quantity of the Products which are not in accordance with the Specifications and/or this Agreement and/or which contains any defect in materials or workmanship or any other defect arising from or in connection with the manufacture, carriage or delivery of the Products, or to reject any quantity of the Products within sixty (60) days after any discrepancy or defect as such (which is not one which should be apparent on reasonable inspection as aforesaid) has become apparent, whichever is later.

#### **5. Vendor's Obligations**

- 5.1 With respect to any Products properly rejected, upon written notice thereof from Singapore Pools and the Vendors being provided with an opportunity to inspect the Products, the Vendor shall, at its own cost and expense, replace and re-deliver the Products within one (1) week of the aforesaid notice.
- 5.2 The Vendor shall take all proper and adequate security measures in the carrying out of its obligations under this Agreement.
- 5.3 The Vendor shall have the right to inspect and take possession of any rejected Products. The Vendor shall at its own cost and expense securely remove all Products that are properly rejected by Singapore Pools.
- 5.4 In the event the Vendor fails to provide the Products in accordance with this Agreement, Singapore Pools shall upon the expiry of four (4) weeks from the date of the notice referred to in Clause 5.1, have the right to purchase replacement Products elsewhere and to recover all cost and expenses thereby incurred by deducting the same from the monies, if any, due or which may be due to the Vendor under this Agreement or otherwise and to claim against the Vendor for the remaining outstanding sums.
- 5.5 The Vendor shall not make, manufacture or produce any extra quantity of the Products (that is, any quantity of the Products in addition to, over and above, and/or outside the total quantity of the Products to be purchased under this Agreement as set out in the Purchase Order) for any transfer, assignment and/or sale to any other party outside this Agreement. The Vendor acknowledges that damages may not be an adequate remedy in the event of any breach of this obligation, and Singapore Pools shall be entitled to equitable remedies in addition and/or in respect thereof.
- 5.6 During the course of its provision of the Services, the Supplier will:
- (a) not directly or indirectly, offer or provide any improper or corrupt payments, gifts or things of value to any person, and (ii) comply at all times with anti-corruption policies, laws and rules of all applicable jurisdictions, including but not limited to anti-money laundering laws, and anti-bribery laws;
  - (b) at all times undertake that it and its employees will comply with all applicable laws and regulations and hold all required authorizations and licences governing the performance of Services;
  - (c) at all times undertake that it and its employees will comply with all statutory requirements in respect of health and safety and all policies, codes of conduct or reasonable instructions issued by Singapore Pools to the Supplier from time to time;
  - (d) at all times undertake that it and its employees will comply with all applicable rules, regulations and security requirements of Singapore Pools on Singapore Pools' premises; and in particular, employees involved in the development of betting or related systems used to support SPPL's betting games shall not play in the games offered by these systems;
  - (e) at all times undertake that it and its employees will declare any conflict of interest as and when they occur. An example of conflict of interest would be that a staff undertaking an audit of a system for Singapore Pools has a spouse who was involved in the development of the same system.

## **6. Confidential Information**

- 6.1 The Vendor agrees not to use or divulge or communicate to any person (other than those permitted or contemplated by this Agreement or with the written authority of Singapore Pools or as may be required by law) any Confidential Information concerning Singapore Pools, its clients and its business which may come to its knowledge during the continuance of this Agreement or as a result of discussions and prior arrangements leading to this Agreement, and shall use its best endeavours (i) to prevent the unauthorised publication or disclosure of any such information or documents and (ii) to ensure that any authorised person to whom such information or documents are disclosed by the Vendor is aware that the same is confidential to the Vendor and has undertaken a similar obligation of confidentiality.
- 6.2 The Vendor shall ensure that its employees, agents and sub-contractors are aware of and comply with the confidentiality and non-disclosure provisions contained in this Clause 6 and shall indemnify Singapore Pools against any loss or damage which the other party may sustain or incur as a result of any breach of confidence by any of the Vendor's employees.
- 6.3 The Vendor shall not use any Confidential Information disclosed other than solely in connection with the supply of the Products.
- 6.4 If the Vendor becomes aware of any breach of confidence by any of its employees, agents and subcontractors it shall promptly notify Singapore Pools and give Singapore Pools all reasonable assistance in connection with any proceedings which Singapore Pools may institute against any such employees, agents or subcontractors.
- 6.5 The provisions of this Clause shall survive the termination of this Agreement but the restrictions contained above shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure by the Vendor or its employees.

## **7. Price, Payment and Quantity**

- 7.1 The total quantity of Products to be purchased under this Agreement shall be set out in the Purchase Order. Where applicable, all appropriate parts of the Price are payable on the due dates stipulated in the Purchase Order as notified by invoice from the Vendor.
- 7.2 The Price shall include all cost of packaging, carriage, shipping and insurance of the Products until delivered to and accepted by Singapore Pools in accordance with this Agreement and the Delivery Terms.
- 7.3 The Vendor shall invoice Singapore Pools for the delivery of the Products upon such delivery to the Site. Where the Delivery Terms provides for multiple deliveries, the invoice amount for each delivery shall be based on the number of Products delivered at the Price stated in the Purchase Order.
- 7.4 Payment of the invoice shall be due within thirty (30) days of Acceptance by Singapore Pools. Payment of the invoice hereunder shall not be construed as evidence of the satisfactory quality or fitness for purpose of the Products. Singapore Pools shall be entitled to deduct from the amount billed by the Vendor in the invoice, the value of the Product supplied in the event of any defective Product, shortages or failure of the Product to comply with the Specifications.

## **8. Taxes**

All import duties and Goods and Services Tax in respect of the Products payable in Singapore shall be borne by Singapore Pools. All other duties, fees or taxes shall be borne by the Vendor.

## **9. Intellectual Property Rights**

- 9.1 Singapore Pools and the Vendor hereby acknowledge and agree that any Intellectual Property Rights embodied in or used in connection with the Specifications and/or in any information provided by Singapore Pools shall be deemed to be owned by Singapore Pools.
- 9.2 The Vendor acknowledges that any Intellectual Property Rights embodied in or used in connection with the Specifications shall remain the sole property of Singapore Pools and shall not assert any rights over the Specifications.

## **10. Warranty**

- 10.1 The Vendor warrants that: -
- (a) at the point of delivery at the Site, it has full legal and beneficial title to the Products free of any encumbrances;
  - (b) the Products conform with the Specifications in all aspects;
  - (c) the Products are of satisfactory quality and are fit for the purpose for which such Products are intended by Singapore Pools to be applied (which intention the Vendor is deemed to have knowledge of);
  - (d) the Products and all other specifications and documentation relating to the Products do not infringe any patent, copyright, trade secret, design, layout design, trade mark or other intellectual or industrial property rights of whatever nature of any third party;
  - (e) the Products conform with the Additional Warranty Conditions; and
  - (f) it is not aware as at the date of this Agreement of anything which may or will adversely affect its ability to perform its obligations under this Agreement.
- 10.2 The Vendor shall be liable for all losses (whether direct, indirect or consequential), damages (whether arising in contract or tort or otherwise) and/or loss of goodwill suffered by Singapore Pools arising from the Vendor's breach of any warranty provided under Clause 10.1. In addition, the Vendor hereby agrees to hold Singapore Pools, its officers and employees harmless against any and all actions proceedings, costs, claims, expenses (including legal costs on a full indemnity basis) which Singapore Pools, its officers and employees may sustain as a consequence of the Vendor's breach of any warranty provided under Clause 10.1.
- 10.3 The supply of any samples of the Products by the Vendor to Singapore Pools shall not in any way affect the Vendor's obligations under Clause 10.1 and shall not entitle the Vendor to derogate from, or relieve the Vendor in any way of, its obligations to ensure that Products supplied comply with all requirements, warranties and conditions in the Specifications.

## 11. Indemnity

- 11.1 If in the course of the manufacture, delivery, acceptance, use or operation of the Products or any part or unit thereof, damage to property occurs or death or personal injury caused by faulty workmanship in the manufacture of the Products or any part or unit thereof or sub-standard materials used in the manufacture or defective design, the Vendor shall from inception keep Singapore Pools harmless and indemnified against any and all claims arising therefrom or referable thereto and all expenses incurred thereby so that Singapore Pools need not at any time be out of pocket for any money.
- 11.2 The Vendor shall also to the same extent indemnify and keep harmless Singapore Pools against any claim arising out of or referable to non-compliance by the Vendor with the warranties provided under Clause 10.1.

## 12. Termination

- 12.1 Singapore Pools may at any time, by giving [30] days' notice to the Vendor, terminate the Agreement with respect to any outstanding quantities of the Products which have not yet been delivered in accordance with the Delivery Terms without being in any way liable to the Vendor therefor.
- 12.2 Upon termination of the Agreement under this Clause 12, the purchase by Singapore Pools from the Vendor of the Products shall be deemed cancelled in respect of all Products which have not yet been delivered in accordance with the Delivery Terms, and the Vendor shall have no claim whatsoever against Singapore Pools in respect of these undelivered Products.
- 12.3 Singapore Pools shall be entitled to terminate this agreement forthwith by notice in writing in the event that the Vendor: -
- shall be in breach of any term or condition of this Agreement or shall be in default in the performance of this Agreement, and the Vendor fails to remedy the same within fourteen (14) days after receipt of a written notice requiring it to remedy such breach or non-performance;
  - passes a resolution, or shall go into liquidation, whether voluntary or compulsory (save the purposes of amalgamation or reconstruction) or if the court shall make an order that the Vendor shall be wound up or if the Vendor shall make an arrangement with its creditors or a manager or receiver shall be appointed for the Vendor's property or any part thereof; or
  - if the Vendor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or entering into the Agreement with Singapore Pools or for showing or forbearing to show favour to any person in relation to the Agreement, or if the like acts shall have been done by any person employed by the Vendor or acting on its behalf (whether with or without the knowledge of the Vendor) or if in relation to any agreement with Singapore Pools, the Vendor or any person employed by it or acting on its behalf shall have committed any offence under Chapter IX of the Penal Code (Chapter 224 of the Singapore Statutes Revised Edition 1985) or under the Prevention of Corruption Act (Chapter 241 of the Singapore Statutes Revised Edition 1985) or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.

- 12.4 Any termination under this Agreement shall be without prejudice to any accrued rights (including but not limited to the right to claim damages), remedies or claims of either party against the other. It does not affect any accrued rights or liabilities of either party nor any provision which is expressly or by implication intended to come into force on, or continue in force after, termination.

## 13. General

- 13.1 Force Majeure

The Vendor shall not be liable for any failure or delay to comply with the Vendor's obligations under the Agreement where such failure is caused solely and directly by an Act of God or by any riot, civil commotion, strike, lockout or other labour disturbance, or by any health epidemic, fire, war, flood, acts of foreign enemies or perils of the sea or other perils (other than delays caused by sub-contractors) beyond the control of the Vendor. The Vendor shall notify Singapore Pools in writing of the said failure or delay forthwith on the Vendor being aware that any of the said events would cause it to fail or delay in complying with its obligations, provided that the Vendor shall in any event use its best endeavours at all times and notwithstanding the occurrence and/or continuation of any event force majeure to satisfy its obligations to each and every relevant Company whether in whole or in part. For the avoidance of doubt, the preceding best endeavours obligation will require the Vendor with respect to any event force majeure that prejudices the Vendor's ability to deliver Products only because of lack of or reduced supplies of the Products to fill the requirements of each relevant Company on a priority basis. In any events mentioned in this clause 12.1, the Vendor shall, subject to the obligations of the Vendor therein set out, for the duration of such event, be relieved of any obligation under the Agreement but only to the extent that the same is directly prevented or delayed by such event and:

**PROVIDED** that the provisions of the Agreement shall remain in force with regard to all other obligations under the Agreement which are not affected by such event.

**AND FURTHER PROVIDED** further that Singapore Pools may while the relevant event force majeure continues, attempt to source for the Products from any alternative source and to the extent that it is successful shall not be obliged to purchase the same from the Vendor but is entitled to do so and should the event or events force majeure continue for any significant duration of time such that Singapore Pools believes in good faith that its interests would be better served by a termination of the Agreement, that it be entitled to do so by notice in writing to the Vendor, whereupon all unfulfilled purchases of the Products (otherwise than due to a breach by the Vendor, in which case the relevant provisions dealing with such breach shall apply) shall be deemed cancelled without any liabilities to either the Vendor or Singapore Pools and the Vendor shall within fourteen (14) days after the said notice is given to the Vendor, refund any excess advance payment (if applicable) to Singapore Pools after deducting the cost of delivered Products at the relevant Price.

- 13.2 Severability

If any provisions of this Agreement or any document made in connection with this Agreement is determined by any court, tribunal or administrative body of a competent jurisdiction to be wholly or partly unenforceable for any reason, that unenforceability shall not affect the rest of this Agreement, the

	unenforceable part being deemed severed and deleted and the remainder continuing in full force and effect.	unless such variation, modification, supplement, amendment or cancellation is expressly agreed in writing by each party or a duly authorised representative of such party. In addition to obligations of the Vendor set out in the Purchase Order, the parties shall agree any other variations in writing hereto, including without limitation, such specifications with regards to printing and numbering on the Products and identification of the cartons and such other documents identifying and/or listing the contents of each delivery or shipment.
13.3	<p>Waiver</p> <p>The failure or delay by either party to exercise or enforce any of its rights or to enforce any obligation which the other party is in breach of under this Agreement is not a waiver of that right nor will it bar enforcement of that obligation (or any similar or other obligation) at that time or at any subsequent time.</p>	
13.4	<p>Assignment</p> <p>Neither party may assign delegate, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written consent of the other party.</p>	<p>13.10 Governing Law and Jurisdiction</p> <p>This Agreement is governed by and is to be construed in accordance with Singapore law and the parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore. The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to this Contract is hereby expressly excluded.</p>
13.5	<p>Sub-Contracts</p> <p>The Vendor may not sub-contract the whole or any part of this Agreement except with the prior written consent of Singapore Pools.</p>	<p>13.11 Rights of Third Parties</p> <p>A person who is not a party to this Agreement herein shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B).</p>
13.6	<p>Legal and Regulatory Approvals</p> <p>The Vendor shall be responsible for ascertaining and obtaining the necessary legal and regulatory approvals required for its employees and/or agents as may be required to be present at the Site to perform the Vendor's obligations under this Agreement.</p>	<p>13.12 Counterparts</p> <p>This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one document.</p>
13.7	<p>Notices</p> <p>Any notice to be served on either of the parties shall be sent to the address as stated herein or to such change of address as notified by the other party by registered post, facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within seven (7) days of posting or within twenty-four (24) hours if sent by fax or electronic mail with correct answerback.</p>	<p>13.13 Exclusions</p> <p>Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of party or their servants, agents or employees.</p>
13.8	<p>Service of Process</p> <p>Where the Vendor does not have a presence in Singapore, the Vendor shall irrevocably authorise and appoint an agent who is resident in the Republic of Singapore as the Vendor may by writing to Singapore Pools inform, to accept service of all legal process arising out of or connected with this Agreement and service on such agent or such substitute shall be deemed to be service on the Vendor. The Vendor hereby undertakes to furnish Singapore Pools with the name and particulars of such agent in the Republic of Singapore within seven (7) days from the date of this Agreement and further undertakes to inform Singapore Pools of a substitute in the event the appointed agent no longer resides in Singapore or is no longer the Vendor's agent for the purposes hereunder within fourteen (14) days of the agent no longer residing in Singapore or no longer being the Vendor's agent for the purposes hereunder.</p>	<p>13.14 Reliance</p> <p>The Vendor accepts that Singapore Pools will be relying and relies on, <i>inter alia</i>, the skill and judgment of the Vendor in relation to the design, description, manufacturing, quality, reliability, function, suitability and performance of the Products to be provided, and that any supply of samples of the Products by the Vendor to Singapore Pools shall not in any way prejudice or affect the reliance placed by Singapore Pools on the Vendor as such.</p>
13.9	<p>No Variation</p> <p>This Agreement shall not be varied, modified, supplemented, amended or cancelled in any respect</p>	<p>13.15 Reasonableness</p> <p>The Vendor acknowledges that the provisions of the Agreement herein are fair and reasonable, and that the Vendor accepts the same on an informed basis after having (where it deemed to be necessary by the Vendor) consulted its own legal advisers.</p>
		<p>13.16 Data Protection</p> <p>The Vendor shall comply with all relevant sections of the Singapore's Data Protection Act 2012 which may apply to this Agreement.</p>