

PURCHASE ORDER

Tin # 37313703450

(Authorised Signatory)

With reference to your quotation and subsequent discussions, we are pleased to issue purchase order for supply of following items / providing the following services subject to terms and conditions stated below and printed overleaf/ attached with this Purchase Order.

1. Order of Precedence:

This PURCHASE ORDER is intended to be interpreted as a consistent and compatible whole. If, however, an unintentional ambiguity or conflict is discovered to exist between separate provisions contained herein, OWNER/PURCHASER and SUPPLIER/CONTRACTOR agree to resolve such conflicts by application of the commercial order of precedence shown below:

A. ANY AMENDMENTS TO THIS ORDER**b. Purchase Order****2. Scope:**

Supply of materials / providing the services to SEIL as per the specifications detailed under the BOQ above.

3. Terms and conditions

Ø Price Basis: - Fixed & Firm till the completion of all supplies under this Purchase Order

Ø Packing & Forwarding:- Inclusive

Ø Goods & Service Tax:- Extra as applicable

Ø Delivery basis:- Ex-Works

Ø Freight & Insurance:- In SEIL scope

Ø Delivery Period: - As scheduled by our CSR dept.

Ø Delivery Schedule: - For specific items and upon written instructions from SEIL- to meet any exigencies, supplier shall expedite delivery of the required items to meet the emergency.

Ø Payment Terms: - 100% Against Certification of Invoice by CSR dept.

Ø QAP and Drawing Approval: Shall be submitted by the bidder for approval prior to the manufacturing as applicable.

Ø Pre-Dispatch Inspection: Will be inspected at our site post receipt of material

Vendor shall co-operate and provide necessary tools & tackles for conducting pre-dispatch inspection at your works.

Ø Warranty / Guarantee Period: Not Applicable

The vendor warrants that all materials and or workmanship shall be of first class quality and material supplied under PO shall be suitable for the purpose for which the same is to be used. The vendor shall guarantee that material shall be in strict compliance with specifications and requirements agreed upon and further agrees that all materials / goods shall be repaired or replaced as the case may be at his expenses, in case same have been found to be defective in respect of materials, workmanship, design or process of manufacturing, within a period of (12) twelve months from date of installation or (18) eighteen months from the date of supply, whichever is earlier.

The Invoice raised against this PO shall be deemed to be a guarantee/Warranty certificate and SEIL Gate entry date endorsed on invoice will be the date reckoned for commencement of Guarantee / Warranty period.

Ø Interchangeability, fitment, and Test certificates: Shall accompany supplies as applicable.

4. Inspection Procedure: Not Applicable

All materials shall be inspected prior to dispatch by SEIL or its authorized agency. As discussed and agreed only visual and dimensional inspection will be carried out. The Supplier shall intimate SEIL or its authorized agency for inspection well in advance to avoid delay in dispatches. At the time of inspection, the Supplier shall make all the documents readily available at the place of manufacturing / sub-vendor's / sub-Supplier's works where the inspection is to be carried out by the inspector.

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All inspection, measuring and test equipment used by Supplier shall be calibrated periodically depending on its use and criticality of the test / measurement to be done. The Supplier shall maintain all the relevant records of periodic calibration and instrument identification, and shall produce the same for inspection by SEIL. Wherever asked specifically, the Supplier shall re-calibrate the measuring / test equipment's in the presence of SEIL.

Supplier shall dispatch material only after issue of Release Note by SEIL or its authorized agency, after having obtained satisfactory results of inspection and ensuring that all reference documents such as purchase specifications, drawings have been provided. Supplier shall obtain a specific written waiver of such pre-dispatch inspection from SEIL or its authorized agency, if any, prior to dispatch. Accordingly, the Inspection Certificate or Waiver shall accompany the dispatch documents for all materials. Issue of such certificate does not absolve the responsibility of Supplier to supply materials in strict accordance with technical specification and other terms as per Purchase Order.

Whether or not pre-dispatch inspection carried or waived, supplier shall be solely responsible for the quality of material in accordance with the technical specification as per the PO.

5. Rejection and Replacement:

All goods supplied shall be subject to inspection and / or testing at site for acceptance of the same. In the event of such goods not conforming to the specification as per PO and / or fails to fit for a replacement (in the case of a spare), such goods shall be rejected forthwith with a notice to the vendor / supplier. Vendor / supplier shall make free replacement on FOR site basis and without any cost to SEIL within a reasonable period (say two weeks) from the date of notification by SEIL failing which SEIL shall adjust / set off cost of such replacement incurred by SEIL against the payments due to the vendor / supplier and / or shall make claim on the vendor / supplier as appropriate. The vendor / supplier shall not be released from any of its liability or obligation under the PO by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to SEIL prior to dispatch.

6. Codes and Standards:

All required codes & standards detailed in the specification are to be adhered to. The Supplies shall be completely furnished in all respects in accordance with the technical specification as per the acceptable codes & standards.

7. Technical Conformance

The supplies executed shall be in strict conformity with the Technical Specifications specified in the PO and subsequent agreements between the Parties.

8. Communication:

For further instructions and for execution of this Purchase Order, the Drawing approval, Post order Tech. clarification & Pre dispatch Inspection, vendor may contact:

Mr. Kameswara Rao
Cell: +91 7893067490
Email: kameswara.senagavarapu@sembcorp.com

9. Consignee & Billing Address:

The materials, Original invoice and other documents shall be addressed to:
SEMBCORP ENERGY INDIA LIMITED.
Pynampuram/Nelaturupalem Village, Muthukur mandal, SPSR Nellore, Andhra Pradesh # 524344

All original documents shall be addressed to HSE Department.(SEMBCORP ENERGY INDIA LIMITED), Pynampuram/Nelaturupalem Village, Muthukur mandal, SPSR Nellore, Andhra Pradesh # 524344

Mr. Kameswara Rao
Cell: +91 7893067490
Email: kameswara.senagavarapu@sembcorp.com

Concerned for Payment:

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Contact: Mr. Bhaskar
Cell: +91 8008400442
Email: bhaskar.vasili@sembcorp.com

10. Anti-Bribery & Corruption and Sanctions**10.1. Definitions**

"Anti-Bribery & Corruption Laws" means all laws, rules, regulations and orders of any Governmental Authority or jurisdiction applicable to a Party or its business, as may be amended, supplemented and/or modified from time to time, that prohibit the bribery of, or the providing of facilitation payment or other benefits to, any Official and/or any Close Associates of the same.

"Close Associate", in relation to any Official, means an individual who is known to be closely connected to the Official, either socially or professionally, such as, but not limited to #

(a) a partner of the Official.

(b) an employee or employer of the Official.

(c) a person accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Official; or

(d) a person whose directions, instructions or wishes the Official is accustomed or under an obligation, whether formal or informal, to act in accordance with.

#"Official" means (i) any officer or employee of any Governmental Authority or any department, agency or instrumentality thereof, or any Person acting in an official capacity on behalf of any such Governmental Authority, department, agency or instrumentality; (ii) any political party; (iii) any official of a political party; (iv) any candidate for political office; or (v) any officer or employee of a public international organization such as the United Nations.#

"Applicable Sanctions" means any sanctions, as may be added, amended, supplemented, and modified from time to time, administered by any Governmental Authority or jurisdiction applicable to a Party or to its business, and any applicable international law and regulations pertaining to the detection, prevention and reporting of potential money laundering and terrorist financing activities."

10.2. The Contractor/ Supplier represents and warrants that, in connection with this Agreement:

(a) It shall observe and comply with all applicable Anti-Bribery & Corruption Laws required for the performance of this Agreement.

(b) neither it nor its Affiliates, directors, employees, agents, contractors and subcontractors have requested, made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other third party, to or for the use or benefit of any Official or any person where such payment, gift, promise or other advantage would:

(i) comprise a facilitation payment;

(ii) induce or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement or showing or forbearing to show favour or disfavour to any person in relation to this Agreement; and/ or

(iii) violate any Anti-Bribery & Corruption Laws.

10.3. The Contractor/ Supplier undertakes to immediately notify Sembcorp Energy India Ltd. [SEIL] if in connection with this Agreement it receives or becomes aware of any request from an Official or any person asking for, receiving or attempting to obtain gratification or financial or other advantage for themselves or for others, including those mentioned in Clause [10.2(b)]. In this regard, Contractor/ Supplier may notify Sembcorp Energy India Ltd., SEIL of any instances of non-compliance that it encounters (fraud, bribery, or any other illegal acts) to any one of the following channels: Sembcorp's whistle blowing portal or email to gaiindia.cases@sembcorp.com or call to the whistleblowing hotline at +91-9845702875

10.4. Contractor/ Supplier confirms and acknowledges that its appointment by SEIL is expressly made on the basis that the Anti-Bribery & Corruption Laws would not be violated and that it shall conduct itself in a manner consistent to SEIL's Supplier Code of Conduct which may be updated from time to time.

10.5. Contractor/ Supplier represents and warrants that neither it nor any of its Affiliates, directors, employees, agents, and subcontractors is an Official or other

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person who could assert illegal influence on behalf of SEIL or its Affiliates. If any of the foregoing becomes an Official, Contractor/ Supplier shall promptly notify SEIL.

10.6. Contractor/ Supplier represents and warrants that at all times, it, its Affiliates and their respective directors, officers or employees shall comply with the Applicable Sanctions and shall not conduct business with individuals, entities, organizations or countries that are targets of any Applicable Sanctions. Neither Party shall, directly or indirectly, make funds available to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities or any person, or in any country or territory, that at the time of such funding, is subject to any Applicable Sanctions.

10.7. In the event SEIL has reason to believe that a breach of any of the representations and warranties, and undertakings in this Clause.10 has occurred or may occur, SEIL may either terminate or suspend the Agreement until such time as it has received confirmation to its satisfaction that no breach or non-compliance has occurred or will occur.

10.8. SEIL shall not be liable to the Contractor/ Supplier for any claims, losses or damages whatsoever related to its decision to terminate and/or suspend the Agreement due to the Contractor/ Supplier's non-compliance with in this Clause.10. Further, in the event of a breach or non-compliance of in this Clause.10, the Contractor/ Supplier shall indemnify, defend, and hold harmless SEIL and SEIL's Affiliates from and against any and all losses, damages, claims, expenses (including legal costs), fine and penalties arising out of the Contractor/ Supplier's representations being untrue or arising out of the Contractor/ Supplier's breach of any of its representations and warranties and/or undertakings in this Clause.10.

11. Conflict of Interest

The Contractor/ Supplier shall declare to SEIL all work or relationships that may give rise to any conflicts of interest between itself and SEIL before and during the Term of the Agreement. Subject to any restrictions imposed by law or confidentiality obligations, the Contractor/ Supplier shall declare the existence of any pending or ongoing litigation against the Contractor/ Supplier which will materially affect its ability to supply or perform the services/deliverables under this Agreement and any purchase order.

12. PERSONAL DATA PROTECTION

a. The Contractor/ Supplier shall treat all information relating to identified or identifiable natural persons ("Personal Data") provided by SEIL or otherwise is in the possession of the Contractor/ Supplier as a result of fulfilling its obligations under the Agreement, in accordance with the data protection requirements of applicable law.

b. In the course of fulfilling its obligations under the Agreement, the Contractor/ Supplier may process Personal Data. In the event that the Contractor/ Supplier is required to process Personal Data, the Contractor/ Supplier agrees to enter into a separate data processing agreement with SEIL. The Contractor/ Supplier shall process such Personal Data in accordance with such data processing agreement at its own cost. The Contractor/ Supplier shall use its best endeavour to implement any required changes accordingly, subject to an agreed upon reasonable timeframe between both Parties.

c. Unless with the prior written consent from the SEIL, the Contractor/ Supplier shall not transfer any Personal Data outside of SEIL's site or premises.

d. Notwithstanding anything to the contrary, the Contractor/ Supplier shall upon knowledge of any security incidents, breach or non-compliance of this clause and/or SEIL's prescribed IT security policy (if applicable), notify SEIL as soon as possible and in any event, no later than 24 hours upon knowledge of such breach or non-compliance. The notification to be provided to SEIL hereunder shall, to the extent that such information is available, include all relevant information relating to the breach and/or non-compliance which shall include but is not limited to (i) the cause of such breach or non-compliance, (ii) the severity and impact of such breach and/or non-compliance and (iii) the mitigation plans to be undertaken by the Contractor/ Supplier

e. In the event of any breach or non-compliance under this Clause, the Contractor/ Supplier shall assist and cooperate with SEIL by providing all relevant information including but not limited to activity records, logs and/or conducting electronic discovery and, if requested by SEIL, at the [Contractor/ Supplier] 's own costs and expenses, immediately appoint a third party (to be approved by SEIL) investigate the cause of and to assess the severity and impact of the breach and/or non-compliance upon such occurrence.

13. Confidential Information

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13.1. "Confidential Information" shall mean the existence of the Contract, the provision of the Contract and any knowledge or information at any time disclosed to either party ("Receiving Party") by or on behalf of the other party ("Disclosing Party") in writing, in drawings or in any other way, or acquired by the Receiving Party from the Disclosing Party, and all data derived therefrom, in connection with the Contract, whether of a scientific, commercial, technical, procedural nature or otherwise, which would be regarded by a reasonable person as confidential, but excluding Personal Data, except to the extent that such knowledge or information:

is or becomes part of public knowledge or literature as evidenced by printed publication or otherwise provided this is not through the act or default of the Receiving Party;

is or has been disclosed or furnished or lawfully made known to the Receiving Party by any third party without restriction on disclosure; or

is disclosed as required by law, pursuant to a legal proceeding or other validly issued judicial process, any rules of a stock exchange or as reasonably necessary for compliance with internal legal, audit and record-keeping requirements.

Confidential Information shall continue to be the property of the Disclosing Party.

13.2. The Receiving Party may disclose Confidential Information to its personnel or other third parties on a #need to know# basis only provided always that (i) such disclosure or use of the Confidential Information is absolutely necessary and required for the performance of the Contract; (ii) the recipient of any Confidential Information pursuant to this Clause is subject to similar confidentiality obligations hereunder; and (iii) the Receiving Party shall be liable for any breach of confidentiality by the recipient of such Confidential Information pursuant to this Clause.

13.3. During or after the term of the Contract, or upon termination of the Contract by either the Company or the Service Provider/Supplier and unless provided otherwise in the Contract, the Service Provider/Supplier shall not in any circumstances (other than if required by law) without the Company's prior written consent disclose to any third party any Confidential Information in whole or in part or publish any Confidential Information, at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise, the findings, methods and results derived from the Contract. The Service Provider/Supplier further agrees that it shall not, whether during or after the completion of any projects, make any public announcement or release any press release relating to the Company (including but not limited to the Company's name and/or existence of this Contract), except with the prior written consent of the Company.

13.4. This Clause shall survive the termination or expiry of this Contract for whatever reason and shall continue and survive for a period of five (5) years after such termination or expiry.

13.5. In the event of termination or expiry of this Contract, upon the written request of the Company and at the Company's option the Service Provider/Supplier shall immediately destroy or return to the Company, all of the Company's Confidential Information and Personal Data, in the Service Provider/Supplier's possession and provide an undertaking to the Company that such destruction has taken place and the procedures for destruction are performed in a secured manner and in accordance to generally acceptable security requirements (e.g. electronic deletion). Notwithstanding the foregoing, the Service Provider/Supplier shall be allowed to keep one (1) copy of the Confidential Information solely for purpose of fulfilling its obligations under law or regulation, and copies of any computer records and files containing any Confidential Information which have been created pursuant to its automatic back-up procedures where it is not reasonably practicable to destroy the same, provided further that notwithstanding the termination or expiry of this Contract, all such information retained shall continue to be subject to the confidentiality obligations hereunder.

13.6. Without prejudice to what is stated above, any and all of the Company's data that are classified as #restricted# or #confidential# shall be considered as the Company's Confidential Information. The Service Provider/Supplier shall not transfer any Confidential Information outside of the Company's Site or premises unless with the prior written consent from the Company and shall comply with all the Company's applicable policy relating to data protection.

14. Other terms:

Written acknowledgment of this purchase order or commencement of supplies against this purchase order whichever occurs first shall constitute deemed acceptance of this purchase order.

For SEMBCORP ENERGY INDIA LIMITED.



Sembcorp Energy India Limited
CIN No:U40103HR2008PLC095648

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William J. Nazareth
(Head -Procurement & Contracts)

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**Sembcorp Group Companies (India)
 General Terms & Conditions**
I. Definitions

1.1. The following terms have the following meanings:

"**Affiliate**" when used in reference to the Company, shall mean any company which, is directly or indirectly controlled by the Company or is under common control by the Company where "control" means power and ability to direct the management and policies of the controlled company through ownership of or control of more than fifty percent (50%) of the voting shares of the controlled company;

"**Annex A**" means the Data Processing Agreement entered into between the Company and the Contractor;

"**Anti-Bribery & Corruption Laws**" means all laws, rules, regulations and orders of any Governmental Authority or jurisdiction applicable to a Party or its business, as may be amended, supplemented and/or modified from time to time, that prohibit the bribery of, or the providing of facilitation payment or other benefits to, any Official and/or any Close Associates of the same.

"**Applicable Sanctions**" means any sanctions, as may be added, amended, supplemented, and modified from time to time, administered by any Governmental Authority or jurisdiction applicable to a Party or to its business, and any applicable international law and regulations pertaining to the detection, prevention and reporting of potential money laundering and terrorist financing activities."

"**Background IP**" shall mean any Intellectual Property Rights that are used in the course of or in connection with the provision of the Services and/or supply of Goods that were created and/or developed (a) independently of the Contract; and/or (b) before the effective date of the Contract;

"**Business Day**" means any day other than a Saturday, Sunday or recognized public holiday in the jurisdiction where the relevant Good or Service is provided;

"**Close Associate**" in relation to any Official, means an individual who is known to be closely connected to the Official, either socially or professionally, such as, but not limited to -

- (a) a partner of the Official;
- (b) an employee or employer of the Official;
- (c) a person accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Official; or
- (d) a person whose directions, instructions or wishes the Official is accustomed or under an obligation, whether formal or informal, to act in accordance with;

"**Company**" means Sembcorp Group companies as applicable or where an Affiliate of the Company issues a Purchase Order hereunder, such an Affiliate shall be "Company" with respect to that Purchase Order, and all references herein to "Company" and, save for the definition of Affiliate in this Clause 1.1, all references in any attachments, schedules, or exhibits to the "Company" shall be deemed to reference said Affiliate;

"**Company's Site**" shall have the meaning as described in the PO;

"**Conditions**" means the General Terms and Conditions of purchase set out in this document;

"**Contract**" means the contract for supply of Goods and/or the performance of Services, which shall comprise the Contract Documents;

"**Contract Price**" means the price as set out in the PO which is payable to the Contractor for the supply of Goods and/or performance of the Services in accordance with this Contract and shall be fixed subject only to adjustments expressly provided in the Contract;

"**Contractor**" means the person or organisation that has entered into the Contract with the Company;

"**GDPR**" refers to the General Data Protection Regulation 2016/679; (if applicable)

"**Goods**" means the goods and materials (including any instalment of the goods or any part of them) and including any technical documentation which the Contractor is required to supply under the Contract in the quantity, having the quality and meeting the specification as described in the PO;

"**HSE Policy**" means the Company's group health, safety, security and environment (HSE) policy as amended from time to time, which is available at <https://www.sembcorp.com/en/media/597566/group-hse-policy.pdf> and also corresponding HSE policies of individual business units.

"**Official**" means (i) any officer or employee of any Governmental Authority or any department, agency or instrumentality thereof, or any Person acting in an official capacity on behalf of any such Governmental Authority, department, agency or instrumentality; (ii) any political party; (iii) any official of a political

party; (iv) any candidate for political office; or (v) any officer or employee of a public international organization such as the United Nations.'

"**Party**" shall mean either the Company or the Contractor and "Parties" shall mean both the Company and the Contractor;

"**Personnel**" shall mean a party's officers, employees, agents, contractors and sub-contractors engaged in or for the performance of the Contract;

"**Purchase Order**" or "**PO**" shall mean the Company's purchase order to which these Conditions are annexed;

"**Services**" means the services as set out or referred to in a Purchase Order as agreed between the Parties;

"**Supplier Code of Conduct**" means the Sembcorp Supplier Code of Conduct as amended from time to time, which is available at <http://www.sembcorp.com/en/media/514532/sembcorp-supplier-code-of-conduct.pdf> and

"**Taxes**" means taxes, levies, imposts, duties, excise and charges, deductions or withholdings, however described, imposed by law or a government authority or agency, including any related interest, penalties, fines or other charges or expenses, but excluding income tax or capital gains tax.

1.2. Unless the context otherwise dictates, words importing the singular shall include the plural and references to the male gender shall include the female and neuter genders and vice versa. References to a person shall be construed as references to an individual, proprietorship, firm, corporation, company, unincorporated body of persons or any state or agency thereof.

1.3. The headings are for convenience only and not for the purpose of interpretation.

1.4. To the extent that this Contract relates to the provision of Services only and not to Goods, the terms relating to Goods shall be disregarded, and to the extent this Contract relates to the provision of Goods only and not to Services the provisions relating to Services shall be disregarded.

2. Scope of Contract

2.1. The Contractor shall carry out, complete and perform the Goods and/or Services in accordance with the terms and conditions of the Contract which consists of the following documents ("**Contract Documents**"):

- (a) the PO; and
- (b) the Conditions.

2.2. The PO shall constitute an offer by the Company to acquire the Goods and/or Services. For Services, the PO shall set out, inter alia, the purpose of the Services, the description of the Services, the service term, the deliverables and the terms of extension (if applicable). For Goods, the PO shall set out, inter alia, the quantity, quality, description, purpose of the Goods and the place and due date(s) of the delivery of the Goods. Neither the Company nor any Affiliate of the Company gives any guarantee as to minimum orders to the Contractor. To the extent of any inconsistencies between any of the Contract Documents, the terms of the PO shall prevail.

2.3. In relation to the Services, the Contractor shall, without exception:-

- (a) unless otherwise agreed, provide everything including but not limited to equipment, materials, personnel and transportation required for the proper performance and completion of the Services whether or not particularly described in the PO. The scope of the Contract shall be inclusive of all ancillary and other works and expenditure, whether separately or specifically mentioned or described in the PO or not, which are either indispensably necessary to carry out or bring to completion by the Contractor of its obligations under the Contract, or which may contingently become necessary to overcome difficulties before completion;
- (b) carry out, complete and perform the Services with due diligence, efficiency, skill and workmanship expected of a service provider providing similar or the same Services;
- (c) comply with the practices and standards of the industry of the Contractor, namely practices and standards well-accepted and applicable to established service providers of similar services; and
- (d) comply with governmental and other statutory requirements applicable to the Services provided by the Contractor.

2.4. Unless expressly specified otherwise in the PO, the time of performance of the Services and the time of delivery of the Goods is of essence.

3. Contract Price

3.1. The Contract Price shall be set out in the PO and does not include applicable Goods and Services Tax, which shall be borne by the Company. Unless expressly specified otherwise in the PO, the Contract Price shall be deemed to include all other Taxes, charges, duties and fees payable whether in India or elsewhere,

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arising out of or in connection with the Contract, and the Contractor shall assume full and exclusive liability for all other Taxes, charges, duties and fees.

3.2. Unless otherwise agreed in writing, the Contractor agrees that the Company shall not be charged for any out-of-pocket expenses associated with the performance of this Contract.

3.3. Payment by the Company of any invoices shall not affect the Company's right to reject any of the Goods, Services or deliverables or the Contractor's responsibility to re-perform any Services or re-deliver any Goods or deliverables that do not conform to this Contract. The Company shall have no obligation to pay for any such Goods, Services or deliverables which have not been re-performed or re-delivered by the Contractor as required under the terms of this Contract. Such non-payment shall not constitute a default or breach of this Contract by the Company. In the event of any dispute between the Company and the Contractor, the Company and the Contractor shall promptly seek to resolve the disputed matters in accordance with Clause 23.6 of this Contract.

4. Payment Terms

4.1. Each of the Contractor's invoices shall be due and payable by the Company within the time period as set out in the PO, or if not expressly set out in the PO, within sixty (60) days of receipt of such invoice, provided that:

- (a) such invoice is in the form required by the Company;
- (b) adequately supported by all relevant documents; and
- (c) undisputed by the Company.

4.2. The Company is entitled to withhold payment in respect of any item in an invoice which it disputes in good faith until the settlement of such dispute between the Parties. The Company shall notify the Contractor in writing of any items in the invoice that it disputes and return the invoice promptly. The Contractor would then be required to prepare a fresh invoice in respect of the undisputed items on which the Company shall pay within the time period set out in the PO, or if not expressly set out in PO, within sixty (60) days of receipt of such fresh invoice.

5. Strict Compliance with Company's Directions

5.1. The Contractor shall comply with all directions, guidance and instructions of the Company and the Company's Personnel in the course of performing its obligations under this Contract ("Company's Directions").

5.2. In the event where the Contractor reasonably believes that the observance of any new or amended Company's Directions will either (i) negatively impact the delivery of Goods and/or performance of the Services; or (ii) require Contractor to incur a material additional cost to deliver the Goods and/or perform the Services, the Contractor shall inform the Company immediately in writing and at Company's direction either:

- (a) not comply with such new or amended Company's Directions; or
- (b) comply with such new or amended Company's Directions provided the Company agrees to meet any such material additional cost and/or agree to any reasonable changes to the supply of Goods and/or Services to avoid such negative impact.

6. Delivery

6.1. Unless expressed otherwise, the cost of delivery of the Goods and/or Services is deemed to be inclusive in the Contract Price.

6.2. The delivery date(s) specified in the PO shall be strictly adhered to. The Contractor shall give the Company notice in writing immediately if any delay is foreseen.

6.3. In relation to Goods, the Contractor will deliver such quantity as stipulated in the PO and the Company reserves the right to return any excess delivery at the Contractor's expense unless prior written consent has been given to the Contractor by the Company.

6.4. Unless otherwise specified, all Goods shall be delivered to and all Services shall be performed at the Company's Site.

7. Packaging (Applicable for Goods only)

7.1. The Contractor must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to the Company will be free of damage. Packaging must be adequate to allow for normal and acceptable handling practices, including palletizing, with consideration for the type of material and transportation mode. The Company reserves the right to reject any Goods that is deemed by the Company in its sole and absolute discretion not to have been packaged in accordance with this Clause. The Contractor shall ensure that the Goods are securely and properly packed in

the manner prescribed by the Company for transport by road, rail, sea or otherwise as the case may be so as to ensure safe delivery at destination. The consignment shall be prominently marked showing the PO number, consignee details and destination. Each package shall contain a list of items packed therein. The Contractor shall endeavor to use biodegradable or recyclable packing material as far as suitable for the Goods.

8. Inspection and Rejection of Goods and/or Services

8.1. Unless otherwise specified, final inspection and acceptance of the Goods, Services and/or deliverables by the Company will be at the Company's Site. The acceptance of the Goods, Services and/or deliverables shall be in accordance with mutually agreed test criteria ("Acceptance Criteria") and processes set out in the Contract.

8.2. The Contractor shall, when so required by the Company, re-supply any Goods, re-perform the Services or re-deliver the deliverables within ten (10) Business Days if such Goods, Services and/or deliverables, in the Company's sole and absolute discretion have been found to be deficient, defective or in any way not in accordance with the Contract and the Company has notified the Contractor in writing of such deficiency, defect or non-compliance, failing which the Company shall have the right, in addition to any other remedies which it may have under this Contract or otherwise, to (i) purchase the Goods from any other third parties; or (ii) appoint any other third parties to replace the Goods or carry out such Services and/or deliverables as the Company shall deem fit to rectify any deficiencies, defects or non-conformance to this Contract 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.

8.3. The Company reserves the right to cancel or reject all or any part of the undelivered portion of the Contract if:

- (a) the Contractor does not make deliveries in accordance with the Contract;
- (b) in the event it becomes apparent that delivery or completion cannot be accomplished within the time specified; or
- (c) the Contractor breaches any other Conditions without any prescribed consequence or liability (except for Goods, Services and/or deliverables already received and accepted).

8.4. If the Goods, Services and/or deliverables do not conform to the Contract, including but not limited to the quantity or quality of the Goods, the purpose or the description of the Services, the Company shall by notice, be entitled to either (i) cancel the order or any part thereof; or (ii) reject all or any of the Goods, Services and/or deliverables without incurring any liability.

8.5. All Goods and/or Services (and any deliverables related thereto) rejected by the Company shall at the Company's option be either (i) credited; or (ii) replaced within a reasonable time free of extra charge. In addition, all Goods rejected by the Company shall continue to remain the property and at the risk of the Contractor and shall be collected by the Contractor without delay, on receipt of notice of rejection from the Company.

9. Incoterms (Applicable for Goods only)

9.1. When used in the Contract, 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in the Contract, but if there is any conflict between the provisions of Incoterms and the Contract, the latter shall prevail.

10. Warranty

10.1. In relation to the Services and/or deliverables, the Contractor represents, warrants and undertakes that:

- (a) the Services and/or deliverables shall be performed and delivered by appropriately qualified and trained Personnel using reasonable care and skill and in accordance with the terms of this Contract;
- (b) where the Contractor in connection with the provision of any Services supplies any goods (including the deliverables) supplied by a third party, the Contractor shall assign to the Company the benefit of any warranty, guarantee or indemnity given by the third party supplier to the Contractor;
- (c) the Company shall acquire good and clear title to the deliverables, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;
- (d) the Services and deliverables provided do not infringe upon any trademarks, licenses patents, copyrights or similar proprietary right (including, but not limited to, misappropriation of trade secrets) ("Intellectual Property Rights" or "IPR") of

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<p>any third party by obtaining prior to submitting the deliverables to the Company all necessary assignments of Intellectual Property Rights subsisting in contributions to the deliverables by any of its Personnel, permitted sub-contractors and any other third party to the Company;</p> <p>(e) the Company shall be able to quietly and peacefully possess all deliverables;</p> <p>(f) the deliverables provided will be in good condition, good working order, ready for use and free from any defects in material and workmanship;</p> <p>(g) the Services and deliverables provided pursuant to this Contract are error-free, accurate, up to date as at the date of completion and shall be fit for the ordinary purposes for which such Services and deliverables are used and shall be provided or developed in accordance with the PO and such other descriptions, warranties and performance criteria as may be set forth in this Contract up to the expiry of the applicable warranty period (if any); and</p> <p>(h) all Services and deliverables provided 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.</p> <p>10.2. In relation to Goods, the Contractor represents, warrants and undertakes that:</p> <p>(a) it has full, clear and unencumbered title to the Goods, and that at the date of delivery of the Goods to the Company, it will have full and unrestricted rights to sell and transfer the Goods to the Company;</p> <p>(b) the Company shall acquire good and clear title to the Goods, free and clear of all liens, claims, encumbrances and other restrictions whatsoever;</p> <p>(c) the Goods provided do not infringe upon any Intellectual Property Rights of any third party;</p> <p>(d) the Company shall be able to quietly and peacefully possess all Goods;</p> <p>(e) the Goods provided will be in good condition, good working order, ready for use and free from any defects in material and workmanship;</p> <p>(f) the Goods shall be fit for the ordinary purposes for which such Goods are used and shall be provided or developed in accordance with the PO and such other descriptions, warranties and performance criteria as may be set forth in this Contract up to the expiry of the applicable warranty period (if any); and</p> <p>(g) all Goods provided 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.</p> <p>10.3. The Contractor further warrants that the following facts and circumstances are and at all times shall be, true and correct:</p> <p>(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;</p> <p>(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;</p> <p>(c) the signatories for and on behalf of the Contractor is authorized and fully empowered to execute this Contract on behalf of the Contractor;</p> <p>(d) the Contractor has not granted, and will not grant, any rights or enter into any agreements with any other party that will prevent or limit the rights of the Company under the Contract;</p> <p>(e) all Goods, Services and deliverables provided pursuant to this Contract are compliant with the applicable data protection laws and guidelines including but not limited to, General Data Protection Regulation 2016/679; ("GDPR"); Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules 2011 (as may be amended from time to time) ("Applicable Data Privacy Laws"); and</p> <p>(f) the Goods, Services and deliverables do not contain any content, depiction of or reference to any person or entity that shall infringe upon or violate any rights of any person or entity, and shall not contravene any laws, domestic or foreign, or be otherwise improper, or subject the Company to any action, proceedings or demands from any persons or entities, or damage or bring into disrepute the name or reputation of the Company.</p> <p>10.4. If any Service is found within a period of six (6) months from the date of acceptance of Services and/or deliverables by the Company ("Services</p>	<p>Warranty Period") to be deficient, defective or in any way not in accordance with the Contract, the Contractor shall at the written notification of the Company re-perform the same and correct any such Services or re-deliver the deliverables, at the expense of the Contractor in the manner set out in the PO within ten (10) Business Days upon receipt of the said notification. Should the Contractor fail to cure the defect or breach, the Parties shall in good faith discuss and mutually agree on appropriate next steps. In the event that the Parties are unable to agree on the next steps, the Contractor shall in the case of advance payments return the fees paid to the Contractor by the Company for such Services and/or deliverables (whether in whole or in part) rendered during the Services Warranty Period and related to the defect or the breach, as detailed in the PO or where payment has not been made, be entitled to withhold the payment until the Contractor cures the defect or breach.</p> <p>10.5. If any Goods are found within a period of twenty-four (24) months from the date of delivery of the Goods to the Company to be defective in respect of materials, workmanship, design or process of manufacturing or not in accordance with the specifications or in any way not in accordance with the Contract ("Goods Warranty Period"), the Contractor shall repair or replace the Goods as the case may be at his own expenses within the time stipulated by the Company. In the case where the remaining period of the Goods Warranty Period is less than six (6) months for such Goods, the duration of the warranties with respect to the Goods and any associated services, that is repaired, replaced, modified, or otherwise altered shall extend for a period of six (6) months from the date of completion of such repair, replacement, modification or alteration.</p> <p>11. Insurance</p> <p>11.1. The Contractor shall provide for adequate insurance cover on:</p> <p>(a) marine cargo or transportation insurance insured with 110% of CIF as minimum for all goods transported from ex-works location subject to agreed Incoterms (if applicable);</p> <p>(b) third party liability insurance;</p> <p>(c) its Personnel;</p> <p>(d) any insurance which the Contractor is required by law to have; and</p> <p>(e) any insurance which a reasonable and prudent operator within such similar industry as the Contractor and in line with prevailing market practice would take.</p> <p>11.2. If so requested by the Company, within fourteen (14) days from the date of the Contract and annually after insurance policy renewal, the Contractor shall cause its insurers or insurance brokers to provide the Company with certificates of insurance indicating that the insurances referred to above have been effected by the Contractor stated in such certificates.</p> <p>12. Liabilities and Indemnities</p> <p>12.1. Subject always to Clause 12.7, the Contractor shall be liable for and shall indemnify and hold harmless the Company and its officers, directors, employees, agents, and representatives upon written demand from and against any and all claims, liabilities, damages, loss, judgments, suits, proceedings, actions and all costs (including legal costs on a full indemnity basis), expenses, penalties, fines, fees suffered by or claimed against the Company resulting from, or in any way connected with:</p> <p>(a) loss of or damage of any kind to the property of the Contractor, any third party or the Company;</p> <p>(b) injuries to, or sickness or death of any person in and for the performance of the Contract;</p> <p>(c) infringement of any third party's Intellectual Property Rights in such countries that the Company operates in;</p> <p>(d) breach or non-compliance by the Contractor with Annex A (if applicable); or</p> <p>(e) breach or non-compliance with laws applicable to the Contractor's business including but not limited to the Applicable Data Privacy Laws as a result of or arising from any act or omission of the Contractor and/or its sub-contractors (as approved by the Company pursuant to Clause 23.9), except to the extent that such injury, sickness, death, loss or damage resulted from any gross negligent act or default of the Company.</p> <p>12.2. The Contractor will not indemnify the Company under Clause 12.1(c) for Services and/or deliverables, if the claim of infringement is caused by:</p> <p>(a) the Company's use of the Services and/or deliverables other than as contemplated by this Contract;</p> <p>(b) the Company's failure to use corrections or enhancements to the Services and/or deliverables made available by the Contractor;</p> <p>(c) the Company's distribution, marketing or use for the benefit of third parties of the Services and/or deliverables; or</p>
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<p>(d) information, direction, specification or materials provided by the Company or any third party.</p> <p>12.3. If any part of the Goods, Services and/or deliverables are, or in the Contractor's opinion is likely to be, held to be infringing, the Contractor will at its expense and option either:</p> <p>(a) procure the right for the Company to continue using it;</p> <p>(b) replace it with a non-infringing equivalent;</p> <p>(c) modify it to make it non-infringing; or</p> <p>(d) direct the return of the Goods, Service and/or deliverables and refund to the Company the fees paid for such unused and returned Goods and/or the fees paid for such Services and/or deliverables less a reasonable amount for the Company's use of the Services and/or deliverables up to the time of return.</p> <p>12.4. The Contractor shall promptly notify Company if any claim, proceeding, suit or action shall be brought or threatened against the Contractor which may give rise to a claim against the Company and the Contractor shall:</p> <p>(a) consult the Company as to the manner of conduct or defence of any such claim, proceeding or action and abide by any reasonable directions given by Company in connection therewith;</p> <p>(b) refrain from making any admission of liability without Company's written consent (which consent shall not be unreasonably withheld); and</p> <p>(c) refrain from making any compromise or proposing any settlement without Company's written consent (which consent shall not be unreasonably withheld or delayed).</p> <p>For the avoidance of doubt, the Company shall not be liable to indemnify the Contractor for any losses or expenses if the Contractor makes an admission of liability or make any compromise or propose any settlement without the Company's prior written consent.</p> <p>12.5. The Contractor shall be obliged to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against the Company arising out of any matter in respect of which the Company is entitled to be indemnified hereunder and the reasonable costs and expenses thereof shall be borne by the Contractor.</p> <p>12.6. The Contractor shall be entitled to assume and control the defence of such claim, action, suit or proceeding at its expense provided it gives prompt notice of its intention to do so to the Company and reimburses the Company for the reasonable costs and expenses previously incurred by it prior to the assumption of such defence by the Contractor.</p> <p>12.7. Neither Party shall in any circumstances whatsoever be liable to the other Party for any loss of profit, loss of anticipated earnings or savings, loss of revenue, loss of use, loss of contract, loss of goodwill or for indirect, consequential or special damages arising out of or in connection with the Contract, irrespective of whether such claims for such damages be based on contract, tort or otherwise at law.</p> <p>12.8. The Contractor or its authorized agency will have no lien whether general or special over the goods/data/ documents/ drawings entrusted by the Company in respect of any amount due to them in connection with any Services rendered or Goods supplied.</p> <p>13. Intellectual Property</p> <p>13.1. All Intellectual Property Rights in any specifications, documents, ideas, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:</p> <p>(a) provided to the Contractor by the Company shall remain as the Company's property; or</p> <p>(b) prepared by or for the Contractor specifically for the use, in relation to the performance of the Contract shall belong to the Company.</p> <p>13.2. The Contractor shall obtain necessary approval before using any material in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Contractor shall at no cost to the Company, procure that the owner of the Intellectual Property Rights grant to the Company a non-exclusive licence, or if the Contractor is itself a licensee of those rights, the Contractor shall grant to the Company an authorised sub-licence to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable and shall include the right to sub-licence, transfer, or assign to any other third party providing Goods, Services and/or deliverables to the Company.</p> <p>13.3. All Background IP shall remain the exclusive property of the Party owning them and this Contract does not affect the ownership of any Background IP of a Party. No licence to use any Background IP is granted or implied by this Contract except the rights explicitly granted in this Contract.</p>	<p>13.4. The Contractor grants to the Company, or shall procure the direct grant to the Company, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence (including the right to sub-licence to its Affiliates and sub-contractors) to use such Contractor's Background IP as may be required for the purpose of receiving and using the Goods, Services and the deliverables.</p> <p>13.5. The Company grants the Contractor a fully paid-up, non-exclusive, royalty-free and non-transferable licence to use the Company's Background IP for the term of the Contract and for the sole purpose of providing the Goods, Services and/or deliverables to the Company. Any derivations or modifications of the Company's Background IP howsoever created will be the property of the Company.</p> <p>13.6. Where the Contractor creates or generates any new deliverable (including but not limited to computer software programs and documentation, algorithms, program code, any inventions and ideas, written material or other property, tangible or intangible) in providing the Services and/or arising out of or resulting from the performance of this Contract then the Company will own the entire right, title and interest in and to all Intellectual Property Rights in the newly created deliverable. The Contractor shall by way of present assignment of future Intellectual Property Rights, do all things necessary to ensure that all such Intellectual Property Rights are assigned to the Company absolutely. The Company may take such steps as Company may decide from time to time, at its expense and sole discretion, to register and maintain any protection for that Intellectual Property Rights. The Contractor shall do all such things and sign and execute all such documents as may reasonably be required in order to perfect, protect or enforce any of the Intellectual Property Rights transferred, assigned or granted to the Company hereunder.</p> <p>13.7. Contractor shall treat all deliverables as Confidential Information (as defined in Clause 16 below) of the Company, and shall impose the requirements of this Clause on each of its Personnel and/or permitted subcontractor.</p> <p>13.8. The Contractor agrees that the Company is entitled to make any changes, have the changes made or require the Contractor to make any changes to the deliverables (material or otherwise) which the Company in its sole discretion considers necessary or desirable, including amendments to ensure that the deliverables conform to the Company's requirements and is updated and accurate.</p> <p>13.9. The Contractor agrees that the Company is entitled to exercise all Intellectual Property Rights in the deliverables, whether changes have been made to it or not, in any context and with or without other material.</p> <p>13.10. The Contractor shall notify the Company as soon as practicable if the Contractor becomes aware:</p> <p>(a) of any infringement or suspected infringement of the Intellectual Property Rights or moral rights of any third party arising from the Goods and/or deliverables or the publication, distribution and making available of the Goods and/or deliverables by the Company; or</p> <p>(b) of any infringement or suspected infringement by any third party of the Intellectual Property Rights in the Goods and/or deliverables.</p> <p>14. Health, Safety and Environment</p> <p>14.1. The Contractor shall ensure that in fulfilling its obligations under this Contract, the Contractor and its Personnel will comply with (i) the HSSE Policy; (ii) any additional guidelines or procedures as may be prescribed by the Company's Personnel to the Contractor; and (iii) all applicable health, safety and environment laws.</p> <p>15. Personnel of the Contractor</p> <p>15.1. No Personnel of the Contractor shall be considered at any time to be either expressly or by implication the Personnel of the Company.</p> <p>15.2. All payments due to the Personnel of the Contractor shall be the sole responsibility of the Contractor.</p> <p>15.3. While in the Company's premises, all Personnel deployed by the Contractor including contract workers, supervisors etc. must obtain and display such security pass as the Company may require.</p> <p>15.4. In the event foreign workers are deployed, it shall be the Contractor's responsibility to ensure that such foreign workers have valid work permits. The Contractor shall ensure that no illegal workers are used for the Company's projects. The Company will not hesitate to take action against those harboring illegal workers at the Company's site.</p> <p>15.5. The Contractor shall replace any of its Personnel within two (2) days with a temporary Personnel but not more than twenty-one (21) days for a permanent Personnel from the date of written notice from the Company that such Personnel</p>
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is technically incompetent in carrying out the Services or developing the deliverables and all efforts by the Contractor have failed to resolve the issue within the said period. For the avoidance of doubt, the Contractor shall bear the demobilization cost of the Personnel whom the Company has notified as incompetent and the mobilization cost of the replacement.

15.6. Any act, omission, breach or non-compliance with the Contract by any Personnel of the Contractor shall be deemed to be the act, omission, breach or non-compliance, as the case may be, of the Contractor, regardless of whether or not it was:

(a) authorized by the Contractor or its subcontractor; or
 (b) done in the course of employment.

16. Confidentiality

16.1. "Confidential Information" shall mean the existence of the Contract, the provision of the Contract and any knowledge or information at any time disclosed to either party ("Receiving Party") by or on behalf of the other party ("Disclosing Party") in writing, in drawings or in any other way, or acquired by the Receiving Party from the Disclosing Party, and all data derived therefrom, in connection with the Contract, whether of a scientific, commercial, technical, procedural nature or otherwise, which would be regarded by a reasonable person as confidential, but excluding Personal Data (addressed in Clause 17), except to the extent that such knowledge or information:

(a) is or becomes part of public knowledge or literature as evidenced by printed publication or otherwise provided this is not through the act or default of the Receiving Party;
 (b) is or has been disclosed or furnished or lawfully made known to the Receiving Party by any third party without restriction on disclosure; or
 (c) is disclosed as required by law, pursuant to a subpoena or other validly issued judicial process, any rules of a stock exchange or as reasonably necessary for compliance with internal legal, audit and record-keeping requirements.

16.2. Confidential Information shall continue to be the property of the Disclosing Party.

16.3. The Receiving Party may disclose Confidential Information to its Personnel or other third parties on a 'need to know' basis only provided always that (i) such disclosure or use of the Confidential Information is absolutely necessary and required for the performance of the Contract; (ii) the recipient of any Confidential Information pursuant to this Clause is subject to similar confidentiality obligations hereunder; and (iii) the Receiving Party shall be liable for any breach of confidentiality by the recipient of such Confidential Information pursuant to this Clause.

16.4. During or after the term of the Contract, or upon termination of the Contract by either the Company or the Contractor and unless provided otherwise in the Contract, the Contractor shall not in any circumstances (other than if required by law) without the Company's prior written consent disclose to any third party any Confidential Information in whole or in part or publish any Confidential Information, at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise, the findings, methods and results derived from the Contract. The Contractor further agrees that it shall not, whether during or after the completion of any projects, make any public announcement or release any press release relating to the Company (including but not limited to the Company's name and/or existence of this Contract), except with the prior written consent of the Company.

16.5. For the purposes of this Clause 16, reference to:

(a) Company includes any related companies,
 (b) the Contractor, includes its Affiliates, and where the context permits, includes its subcontractors.

16.6. This Clause 16 shall survive the termination or expiry of this Contract for whatever reason and shall continue and survive for a period of five (5) years after such termination or expiry.

16.7. In the event of termination or expiry of this Contract, upon the written request of the Company and at the Company's option the Contractor shall immediately destroy or return to the Company, all of the Company's Confidential Information and Personal Data, in the Contractor's possession and provide an undertaking to the Company that such destruction has taken place and the procedures for destruction are performed in a secured manner and in accordance to generally acceptable security requirements (e.g. electronic deletion). Notwithstanding the foregoing, the Contractor shall be allowed to keep one (1) copy of the Confidential Information solely for purpose of fulfilling its obligations under law or regulation, and copies of any computer records and files containing any Confidential Information which have been created pursuant to its

automatic back-up procedures where it is not reasonably practicable to destroy the same, provided further that notwithstanding the termination or expiry of this Contract, all such information retained shall continue to be subject to the confidentiality obligations hereunder.

16.8. Without prejudice to Clause 16.1 above, any and all of the Company's data that are classified as 'restricted' or 'confidential' shall be considered as the Company's Confidential Information. The Contractor shall not transfer any Confidential Information outside of the Company's Site or premises unless with the prior written consent from the Company and shall comply with all the Company's applicable policy relating to data protection.

17. Personal Data Protection

17.1. The Contractor shall treat all information relating to identified or identifiable natural persons ("Personal Data") provided by the Company or otherwise is in the possession of the Contractor as a result of fulfilling its obligations under the Contract, in accordance with the data protection requirements under Annex A (if applicable) and Applicable Data Privacy Laws.

17.2. In the course of fulfilling its obligations under the Contract, the Contractor may process Personal Data. In the event that the Contractor is required to process Personal Data, the Contractor agrees to enter into a separate data processing agreement ("Annex A") with the Company. The Contractor shall process such Personal Data in accordance with Annex A and the Applicable Data Privacy Laws at its own cost. The Contractor shall use its best endeavor to implement any required changes accordingly, subject to an agreed upon reasonable timeframe between both parties.

17.3. Unless with the prior written consent from the Company, the Contractor shall not transfer any Personal Data outside of the Company's Site or premises.

17A. Cyber Security

17A.1. For Goods and/or Services where identified by the Company that compliance to cybersecurity is required, the Contractor shall comply with (i) the Security by Design methodology requirements as set out under Annex B; and (ii) any additional cybersecurity related policy, guidelines or procedures as may be prescribed by the Company's Personnel to the Contractor.

17A.2. The Contractor agrees to provide the Company with at least 7 days prior written notice for any planned maintenance, repairs or changes to the Contractor's systems, applications or processes that may affect the Company's business operations and/or security controls ("Planned Changes"). Within 7 days after the completion of the Planned Changes, the Contractor shall conduct an internal review of its systems, applications or processes and provide a written statement to the Company confirming that the Company's business operations and/or security controls are not negatively or adversely impacted by the Planned Changes. Should the Planned Changes result in any negative or adverse impact to the Company's business operations and/or security controls, the Contractor shall, at its own cost and expense, within 14 days, make the necessary rectification and changes to ensure that the effectiveness of the Company's business operations and/or security controls is at the same level and standard as it was prior to the Planned Changes.

17B. Contractors Obligation (Personal Data Protection & Cybersecurity).

17B.1. Notwithstanding anything to the contrary, the Contractor shall upon knowledge of any security incidents, breach or non-compliance of Clauses 17 and/or 17A, Annex A (if applicable), Applicable Data Privacy Laws, and/or the prescribed Company's IT security policy (if applicable), notify the Company as soon as possible and in any event, no later than 24 hours upon knowledge of such breach or non-compliance. The notification to be provided to the Company hereunder shall, to the extent that such information is available, include all relevant information relating to the breach and/or non-compliance which shall include but is not limited to (i) the cause of such breach or non-compliance, (ii) the severity and impact of such breach and/or non-compliance and (iii) the mitigation plans to be undertaken by the Contractor.

17B.2. In the event of any breach or non-compliance under Clause 17B.1, the Contractor shall assist and cooperate with the Company by providing all relevant information including but not limited to activity records, logs and/or conducting electronic discovery and, if requested by the Company, at the Contractor's own costs and expenses, immediately appoint a third party (to be approved by the Company) investigate the cause of and to assess the severity and impact of the breach and/or non-compliance upon such occurrence.

18. Anti-Bribery & Corruption and Sanctions

18.1. The Contractor represents and warrants that, in connection with this Contract:

<p>(a) It shall observe and comply with all applicable Anti-Bribery & Corruption Laws required for the performance of this Contract;</p> <p>(b) neither it nor its Affiliates, directors, employees, agents, contractors and subcontractors have requested, made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other third party, to or for the use or benefit of any Official or any person where such payment, gift, promise or other advantage would:</p> <p>(i) comprise a facilitation payment;</p> <p>(ii) induce or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Contract or showing or forbearing to show favour or disfavour to any person in relation to this Contract; and/ or</p> <p>(iii) violate any Anti-Bribery & Corruption Laws.</p> <p>18.2. The Contractor undertakes to immediately notify the Company if in connection with this Contract it receives or becomes aware of any request from an Official or any person asking for, receiving or attempting to obtain gratification or financial or other advantage for themselves or for others, including those mentioned in Clause 18.1(b). In this regard, Contractor may notify Company of any instances of non-compliance that it encounters (fraud, bribery, or any other illegal acts) to any one of the following channels: Sembcorp's whistle blowing portal or email to gia.cases@sembcorp.com or call to the whistleblowing hotline at (65) 6723 3220</p> <p>18.3. Contractor confirms and acknowledges that its appointment by Company is expressly made on the basis that the Anti-Bribery & Corruption Laws would not be violated and that it shall conduct itself in a manner consistent to Company's Supplier Code of Conduct which may be updated from time to time.</p> <p>18.4. Contractor represents and warrants that neither it nor any of its Affiliates, directors, employees, agents, and subcontractors is an Official or other person who could assert illegal influence on behalf of Company or its Affiliates. If any of the foregoing becomes an Official, Contractor shall promptly notify Company.</p> <p>18.5. Contractor represents and warrants that at all times, it, its Affiliates and their respective directors, officers or employees shall comply with the Applicable Sanctions and shall not conduct business with individuals, entities, organizations or countries that are targets of any Applicable Sanctions. Neither Party shall, directly or indirectly, make funds available to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities or any person, or in any country or territory, that at the time of such funding, is subject to any Applicable Sanctions.</p> <p>18.6. In the event Company has reason to believe that a breach of any of the representations and warranties, and undertakings in this Clause 18 has occurred or may occur, Company may either terminate or suspend the Contract until such time as it has received confirmation to its satisfaction that no breach or non-compliance has occurred or will occur.</p> <p>18.7. Company shall not be liable to the Contractor for any claims, losses or damages whatsoever related to its decision to terminate and/or suspend the Contract due to the Contractor's non-compliance with in this Clause 18. Further, in the event of a breach or non-compliance of in this Clause 18, the Contractor shall indemnify, defend, and hold harmless Company and its Affiliates from and against any and all losses, damages, claims, expenses (including legal costs), fine and penalties arising out of the Contractor's representations being untrue or arising out of the Contractor's breach of any of its representations and warranties and/or undertakings in this Clause 18.</p> <p>19. Conflict of Interest</p> <p>19.1. The Contractor shall declare to Company all work or relationships that may give rise to any conflicts of interest between itself and Company before and during the Term of the Contract. Subject to any restrictions imposed by law or confidentiality obligations, the Contractor shall declare the existence of any pending or ongoing litigation against the Contractor which will materially affect its ability to supply or perform the services/deliverables under this Contract and any purchase order.</p> <p>20. Force Majeure</p> <p>20.1. A "Force Majeure Event" means any cause which is not reasonably foreseeable and is beyond the reasonable control and not due to the fault or negligence of the Party affected (including its subcontractors, if any) and which could not have been avoided by due diligence and the use of reasonable efforts. A Force Majeure Event includes, without limitation, Acts of God, drought, flood, earthquakes, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, explosions, strikes or labour disputes (excluding any strikes, labour disputes or other labour difficulties in which the Personnel of the affected Party,</p>	<p>are involved) and changes in laws. A Force Majeure Event includes the failure of a subcontractor to furnish labour, services, materials or equipment in accordance with its contractual obligations only if such failure is itself due to a Force Majeure Event.</p> <p>20.2. A Party shall not be liable for failure or delay in performing any of its obligations under the Contract to the extent that the failure or delay is due to a Force Majeure Event provided always that:</p> <p>(a) immediately upon knowing that it will not be able to fulfil its obligations, it notifies the other Party in writing, giving full particulars of the Force Majeure Event and of how the performance of the Contract has been affected;</p> <p>(b) the Party uses its best endeavours to mitigate or overcome the negative effect of the Force Majeure Event;</p> <p>(c) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;</p> <p>(d) no obligations of the Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance are excused as a result of the occurrence; and</p> <p>(e) when the Party is able to resume performance of its obligations under the Contract, such Party gives the other Party written notice to that effect and promptly resumes performance hereunder.</p> <p>20.3. If performance prevented or delayed by a Force Majeure Event cannot be resumed within one (1) month from the date the same was first prevented or delayed, either Party may be entitled to terminate the Contract by giving the other Party seven (7) days' written notice after expiry of the one (1) month period.</p> <p>20.4. For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a Force Majeure Event and the provisions of this Clause shall not apply to such an event.</p> <p>21. Title and Risk (For Supply PO)</p> <p>21.1. Title in Goods shall pass to the Company when the Company or designated nominee of the Company pays for the Goods and the Goods have been accepted by the Company in accordance to Clause 8 of this Contract. The transfer of title in Goods will be without prejudice of the Company's right to refuse or reject the Goods in case of non-conformity or defect.</p> <p>21.2. Risk of loss of or damage to the Goods shall reside with the Contractor until the Company pays for the Goods and the Goods have been accepted by the Company in accordance with Clause 8 of this Contract. However, any such transfer of risk will be without prejudice of Company's right to refuse or reject the Goods in case of non-conformity or defect.</p> <p>22. Termination</p> <p>22.1. The Company 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 of the Company for compensation or damages if:</p> <p>(a) the Contractor fails to comply with this Contract and shall fail to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the Company so to do;</p> <p>(b) the Contractor commits a breach of this Contract that is the same or substantially similar to the breach that has been committed by the Contractor on two previous occasions each of which resulted in the issue of a notice under paragraph (a) above (in which case no further cure period will be permitted);</p> <p>(c) any item of Goods, Services, deliverables or part thereof provided or to be provided by the Contractor is declared or advised to be unsafe for use by any competent authority or by any notice, regulation or requirement of any competent authority;</p> <p>(d) any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations under this Contract;</p> <p>(e) any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has obtained any unfair advantage or used any improper/unfair/unethical/unscrupulous/fraudulent acts or conduct in obtaining its Contract with the Company; or</p> <p>(f) any circumstances arise which give reasonable grounds in the Company's opinion for its belief that the Contractor has acted in a manner incompatible/inconsistent/prejudicial to the image of the Company.</p> <p>22.2. The Company may terminate this Contract at any time, in whole or in part, without any reason or ground whatsoever upon giving the Contractor thirty (30) days written notice. The Company shall not be liable for any loss or</p>
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<p>damage arising out of or in connection with such termination. In the event of termination for convenience, the Contractor shall immediately discontinue further performance of the Contract. The Company shall be entitled to take delivery of any and all Goods and/or Services completed or commenced prior to the date of termination for convenience and the Contractor shall deliver the same free of any liens or encumbrances of whatever kind. For any items of Goods and/or Services delivered prior to or pursuant to such termination, the Contractor shall be entitled to an amount, in percentage terms, equal to the value that the delivered work bears to the total Contract Price, such value to be determined through mutual agreement of the Company and the Contractor.</p> <p>22.3. In the event of termination under Clause 22.1 above, the Contractor shall refund and repay to the Company any advance payments received from the Company without prejudice to the Company's right to claim compensation for increased costs in obtaining the Goods and/or Services from other sources, and for any loss, expense or damage suffered or incurred by the Company.</p> <p>22.4. During any notice period, the Contractor shall only provide Services and supply deliverables, and the Company will only pay for Services and/or deliverables, in accordance with the unrevoked instructions of the Company pursuant to this Contract. The Contractor shall, at the Company's discretion, provide any Services and/or deliverables 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.</p> <p>22.5. Upon the receipt of any notice of termination through to the effective date of termination of this Contract, the Contractor will provide to the Company reasonable termination assistance requested by the Company (including but not limited to responding to a reasonable number of queries raised by Company following the termination and such responses may be done via email, telephone or in person) to allow the use of Services and/or deliverables without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of this Contract as desired by the Company. If requested by the Company, the Contractor will reasonably cooperate with a third party contractor in connection with the preparation and implementation of a transition plan by such third party or the Company upon the termination or expiration of this Contract.</p> <p>22.6. The Company, may at any time, terminate this Contract by giving written notice to the Contractor, without compensation to the Contractor, if Contractor becomes bankrupt, or a winding-up or liquidation process is started against it or otherwise becomes insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Company.</p> <p>23. General</p> <p>23.1. The Contractor and Company are independent contractors. Nothing in this Contract shall be deemed to constitute a joint venture or partnership between the Parties, nor constitute any Party as the agent of the other Party for any purpose, or entitle any Party to commit or bind the other Party in any manner.</p> <p>23.2. Compliance with Sembcorp's Supplier Code of Conduct. The Contractor shall ensure that its Personnel comply with the Sembcorp's Supplier Code of Conduct, when carrying out the Contractor's obligations under this Contract.</p> <p>23.3. Labour Laws</p> <p>i) The Contractor shall comply with all labour laws including but not limited to, the provisions of Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, Mines Act 1952, Inter State Migrant Labour Act, Employees Provident Fund Act and Employees State Insurance Act 1948 as amended from time to time.</p> <p>ii) The Contractor shall also obtain the necessary licenses as required under the Contract Labour (Regulation and Abolition) Act 1970 and rules made there under.</p> <p>iii) The Contractor shall indemnify / compensate the Company in case any liability arises owing to Contractor's failure / delay in depositing contribution to various funds, statutory levies etc. under any legislation of government or court decision in respect of persons engaged by Contractor for the job.</p> <p>23.4. Right to set off- The Company shall be entitled to recover from the Contractor any sum as may be due to it on account of damages or otherwise in respect of services under this Contract or previous/future contract(s) by deducting</p>	<p>such sum from the amount due to the Contractor in respect of Services rendered or Goods delivered under this Contract.</p> <p>23.5. Third Parties. Unless otherwise specified in the PO, or agreed in writing between the Parties, a person who is not a Party to this Contract shall have no rights under the Contract.</p> <p>23.6. Governing Law, Arbitration, Jurisdiction and Attorneys' Fees. This Contract shall be governed by the laws of India. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be settled by arbitration conducted by a sole arbitrator mutually appointed by the parties. The arbitration shall be conducted as per The Arbitration & Conciliation Act, 1996 as amended from time to time. The seat and venue of the arbitration shall be New Delhi. The language of the arbitration shall be English. The arbitrator shall pass a reasoned award. If any action is pursued to enforce this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs as determined by the sole arbitrator, in addition to any other relief to which such party may be entitled.</p> <p>This Contract shall in all respects be construed and operate as an Indian Contract and in conformity with the Laws of India and shall be subject to the exclusive jurisdiction of the courts at New Delhi.</p> <p>23.7. Entire Contract; Waiver. This Contract (including the Contract Documents) is the Parties' entire contract with respect to its subject matter, and supersedes any prior communications, discussions, understandings or contracts. The observance of any term of this Contract may be waived only with the written consent of duly authorized representatives of the Parties.</p> <p>23.8. Severability. If any provision of this Contract is held to be unenforceable, the unenforceable provision shall be replaced by an enforceable provision that comes closest to the parties' intentions underlying the unenforceable provision, and the remaining provisions of this Contract shall remain in full force and effect. The unenforceability of any provision in any jurisdiction shall not affect the enforceability of such provision in any other jurisdiction.</p> <p>23.9. Subcontracts; Assignment. The Contractor may subcontract or assign any of its obligations pursuant to this Contract only with the prior written consent of the Company, which the Company reserves a right to withhold or delay. In case of such subcontracting or assignment, the Contractor shall remain liable for all obligations under the Contract to the Company. The Contractor may assign or transfer this Contract, in whole or in part, to any Affiliate or in connection with any acquisition, consolidation, merger, reorganization, transfer of all or substantially all of its assets or other business combination, or by operation of law without Company's consent. The Contractor shall notify Company of an assignment in connection with any change of control event immediately prior to such assignment. Subject to the foregoing, this Contract will bind and benefit the parties and their respective successors and permitted assigns.</p> <p>23.10. Right to Audit. The Contractor shall establish, keep and maintain accurate and complete records including but not limited to financial records, written policies and procedures etc. relating to the transactions contemplated under this Contract. The Contractor shall retain these records during the term of this Contract and for a further period of 2 years ("Audit Period"). During the Audit Period and not more than once per year, the Company shall have the right, upon three (3) Business Days advance written notice (and at the Company's sole expense unless the Contractor is in breach of any provisions under this Contract in which case, the Contractor shall bear the expense) and during normal working hours, to audit or engage a third party independent auditor to audit and examine such records to ensure the Contractor's compliance with this Contract and laws. Notwithstanding the foregoing, the Parties agree that Company may conduct an audit at any time, in the event of (i) audits required by any governmental or regulatory authorities, (ii) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature, or (iii) the Company reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to Company's business.</p> <p>23.11. Variation. The provisions of this Contract shall not be varied except by agreement in writing signed by the duly authorized representatives of both Parties.</p> <p>23.12. Use of Name. 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</p>
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<p>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.</p> <p>23.13. Notices. All notices given pursuant to this Contract shall be in writing and shall be deemed given upon the earlier of actual receipt or: (i) when sent, if sent by email during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iii) one (1) Business Day after the Business Day of deposit with an internationally recognized overnight courier, freight prepaid, specifying priority delivery, with written verification of receipt. All notices shall be sent to the parties at their respective address on the PO, or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section.</p> <p>23.14. Counterparts. This Contract may be signed in counterparts, including via facsimile, pdf or other electronic reproduction, and any such counterpart will be valid and effective for all purposes.</p>	<p style="text-align: center;">DATED _____ ANNEX -A</p> <p style="text-align: center;">DATA PROCESSING AGREEMENT between Contractor and Company</p> <p>THIS DATA PROCESSING AGREEMENT ("Agreement") is dated 2022</p> <p>Parties</p> <p>(1) [insert name] (CIN No. xxx)(if applicable) incorporated and registered in [insert country] whose registered office is at [insert registered address] ("Contractor"); and</p> <p>(2) Sembcorp Group company having CIN- incorporated and registered in India whose registered office is at (.) ("Company") Sembcorp Industries Ltd and (.) are hereinafter also referred to individually as a "Party" and collectively as the "Parties"</p> <p>BACKGROUND</p> <p>(A) The Company and the Contractor have entered into the Contract (as defined below). In providing the services under the Contract, the Contractor may process certain personal data (as defined in this Agreement) of the Company's employees, customers and/or consultants.</p> <p>(B) This Agreement is to document the Parties' agreement in respect of their obligations under the Data Protection Legislation.</p> <p>1. Definitions and Interpretation</p> <p>1.1 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time applicable to the services to be performed by the Contractor under the Contract on the Company and its Sembcorp' Affiliates wherever situated including but not limited to the Information Technology Act, 2000, the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules 2011, as amended from time to time all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications);</p> <p>1.2 Personal Data- means any information relating to an identified or identifiable natural person.</p> <p>1.3 Data Subject is an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.</p> <p>1.4 Data Processor means the Contractor under this Agreement which processes Personal Data on behalf of the Data Controller</p> <p>1.5 Data Controller means the Company when it determines the purposes and means of the processing of Personal Data;</p> <p>1.6 Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction</p> <p>1.7 "Sembcorp's Affiliate" of the Company shall mean any company which is directly or indirectly, controlled by the Company where "control" means power and ability to direct the management and policies of the controlled company through ownership of or control of more than fifty percent (50%) of the voting shares of the controlled company.</p> <p>1.8 Contract: the contract entered into between the Contractor and the Company dated [insert] for the provision of [insert] which includes the [insert] and Sembcorp General Terms & Conditions (of which this Agreement is appended to as Annex A).</p> <p>1.9 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.</p> <p>1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).</p>
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<p>1.11 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.</p> <p>1.12 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.</p> <p>1.13 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.</p> <p>1.14 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.</p> <p>1.15 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.</p> <p>1.16 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.</p> <p>1.17 A reference to writing or written includes faxes but not e-mail.</p> <p>1.18 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.</p> <p>1.19 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.</p> <p>2. Data Protection</p> <p>2.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.</p> <p>2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the Data Controller and the Contractor is the Data Processor. The Schedule to this Agreement sets out the scope, nature and purpose of processing by the Contractor, the duration of the Processing and the types of Personal Data and categories of Data Subject and should be read with the Contract.</p> <p>2.3 The Contractor shall keep all Personal Data as confidential and shall use commercially reasonable efforts and ensure that the Personal Data is not:</p> <p>(a) divulged to or placed at the disposal of any third party;</p> <p>(b) reproduced, copied or used, in whole or in part, during or after the term, or upon termination of the Agreement by either the Company or the Contractor, except as authorised under this Agreement.</p> <p>2.4 Without prejudice to the generality of clause 2.1, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this Agreement.</p> <p>2.5 Without prejudice to the generality of clause 2.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Agreement:</p> <p>(a) process that Personal Data only on the written instructions of the Company unless the Contractor is required by the applicable laws to process Personal Data ("Applicable Data Protection Laws"). Where the Contractor is relying on Applicable Data Protection Laws as the basis for processing Personal Data, the Contractor shall promptly notify the Company of this before performing the processing required by the Applicable Data Protection Laws;</p> <p>(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);</p> <p>(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and</p> <p>(d) not transfer any Personal Data outside of the India unless the prior written</p>	<p>consent of the Company has been obtained and the following conditions are fulfilled:</p> <p>(i) the Company or the Contractor has provided appropriate safeguards in relation to the transfer;</p> <p>(ii) the data subject has enforceable rights and effective legal remedies;</p> <p>(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and</p> <p>(iv) the Contractor complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the Personal Data;</p> <p>(e) assist the Company, at the Company's cost, in responding to any request and/or complaints from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;</p> <p>(f) notify the Company within 24 hours on becoming aware of a Personal Data breach;</p> <p>(g) at the written direction of the Company, delete or return Personal Data and copies thereof to the Company immediately upon termination of the Agreement and/or the Contract unless required by Applicable Law to store the Personal Data and provide the relevant certification for such destruction of Personal Data; and</p> <p>(h) maintain complete audit trail and provide such relevant records and information to the Company in order to demonstrate its compliance with this clause 2 and allow for audits by the Company or the Company's designated auditor as per Clauses 2.6 and 2.7 below.</p> <p>2.6 The Company or any Data Subject (or an independent third party auditor on its behalf that is subject to confidentiality obligations consistent with those in this Agreement) may audit the Contractor's control environment and security practices relevant to Personal Data processed hereunder for the Company, at the Contractor's own cost and expense, in any of the following events:</p> <p>(a) there are serious disruptions of the processing operations or a security breach in connection with the processing of Personal Data which, in each case, may significantly harm the interest of the Data Subjects concerned;</p> <p>(b) the Company or Data Subject has reasonable grounds to suspect that the Contractor is not in compliance with its obligations under this Agreement; or</p> <p>(c) a further audit is required by the Company's data protection authority or regulator.</p> <p>2.7 The Contractor agrees that the Company shall have the right to audit the Contractor's control environment and security practices relevant to Personal Data processed hereunder for the Company and the Contractor shall do all things necessary to cooperate and assist the Company with the audit subject to the following:</p> <p>(a) the audit is limited to once in any twelve-month period;</p> <p>(b) the Company shall provide the Contractor with reasonable prior written notice where practicable;</p> <p>(c) the Company and the Contractor shall mutually agree the scope and determine the agenda of the audit in advance. The audit shall, to the extent possible, rely on certifications and audit reports or other verifications available to confirm the Contractor's compliance with this Agreement and exclude any repetitive audits;</p> <p>(d) the Company, the Data Subject or its appointed auditor shall conduct the audit under reasonable time, place and manner conditions and provide the Contractor with a copy of the audit report; and</p> <p>(e) the cost of the audit shall be borne by the Company or the Data Subject (as the case may be).</p> <p>2.8 The Company does not consent to the Contractor appointing any third party processor of Personal Data under this Agreement unless otherwise agreed to in writing by the Company. In providing such consent, the Company reserves the right to impose any additional terms and conditions.</p> <p>3. Assignment</p> <p>3.1 Neither Party shall assign, transfer, mortgage, charge, subcontract, declare a trust or deal in any other manner with any of its rights and obligations under this Agreement without the written consent of the other.</p> <p>4. Waiver</p> <p>No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or</p>
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<p>remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or .</p> <p>5. Rights and remedies Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.</p> <p>6. Entire agreement 6.1 This Agreement, together with the Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether in or oral, relating to its subject matter. 6.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. 6.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.</p> <p>7. Variation Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).</p> <p>8. Compliance with laws 8.1 Each Party undertakes to comply with all laws, orders and regulations (including but not limited to all Data Protection Legislation) applicable to this Agreement and the performance of any obligations hereunder ("Applicable Laws"). 8.2 Notwithstanding Clause 7, if at any time during the term of this Agreement and from time to time, any provision(s) of this Agreement or lack of provision(s) in this Agreement do not comply with, or are not consistent with, any Applicable Laws, the Company may in writing to the Contractor propose amendments to the Agreement for compliance or consistency with Applicable Laws, such amendments shall be effective and binding between the Parties on the date such proposal is made by the Company.</p> <p>9. Severance 9.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. 9.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, the intended commercial result of the original provision.</p> <p>10. No partnership or agency Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.</p> <p>11. Third-party rights 11.1 The Contractor agrees that Sembcorp's Affiliates are beneficiaries to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a Party to this Agreement. 11.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.</p> <p>12. Governing law and Jurisdiction 12.1 This Agreement shall be governed by the laws of India. Any dispute arising</p>	<p>out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by arbitration conducted by a sole arbitrator mutually appointed by the parties. The arbitration shall be conducted as per The Arbitration & Conciliation Act, 1996 as amended from time to time. The seat and venue of the arbitration shall be New Delhi. The language of the arbitration shall be English. The arbitrator shall pass a reasoned award. If any action is pursued to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs as determined by the sole arbitrator, in addition to any other relief to which such party may be entitled.</p> <p>This Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi.</p> <p>This Agreement has been entered into on the date stated at the beginning of it.</p>
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